TWENTY-SIXTH REGULAR COMMON COUNCIL MEETING AGENDA

April 17, 2023 at 6:00 PM

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

"Teamwork is the ability to work together toward a common vision" Andrew Carnegie

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 26th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, April 17, 2023 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**
   Alderpersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely.

2. **Pledge of Allegiance**

3. **Approval of Minutes**
   Twenty-fifth Regular Council Meeting held on April 5, 2023

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

5. **Presentation**
   Business Improvement District by Paul Rudnick and Heather Cleveland

6. **Mayor's Announcements**
   Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

7. Hearing No. 14-22-23 pursuant to notice published and letter sent by the City Clerk, regarding the vacation and discontinuance of the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat.

CONSENT

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

9. R. O. No. 140-22-23 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

10. R. C. No. 223-22-23 by Finance and Personnel Committee to whom was referred various litigations; recommends filing the documents.

11. R. C. No. 222-22-23 by Finance and Personnel Committee to whom was referred various claims and notices of claims; recommends filing the listed claims and notices of claims.

12. R. C. No. 230-22-23 by Finance and Personnel Committee to whom was referred Res. No. 168-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City Officials to enter into a contract with Stantec Consulting Services Inc. for wetland delineation services regarding the land in the SouthPointe Enterprise Campus being purchased by Sheboygan Southpoint Development LLC; recommends adopting the Resolution.

13. R. C. No. 224-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 144-21-22 by City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under WI Statute 75.521 by Sheboygan County, List of Tax Liens for 2017 and 2018; recommends filing the document.

14. R. C. No. 225-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 147-21-22 by City Clerk submitting a communication from Carol Ann Wirth of Wisconsin Public Finance Professionals, LLC terminating their role as "Dissemination Agent" with the City of Sheboygan and submitting their final invoice for services rendered; recommends filing the document.

15. R. C. No. 227-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 282-21-22 by Finance and Personnel Committee to whom was referred Res. No. 168-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization; recommends filing the Resolution.

16. R. C. No. 228-22-23 by Finance and Personnel Committee to whom was referred Res. No. 82-22-23 by Alderpersons Felde and Filicky-Peneski clarifying and interpreting the duties of the City Administrator as set forth in the Municipal Code and setting forth specific duties and responsibilities with regard to media relations, communications, and the hiring of a Director of Human Resources and Labor Relations; recommends filing the Resolution.

17. R. C. No. 232-22-23 by Public Works Committee to whom was referred Res. No. 166-22-23 by Alderpersons Dekker and Rust authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by David L. Gartman, LLC; recommends adopting the Resolution.

18. R. C. No. 233-22-23 by Public Works Committee to whom was referred Gen. Ord. No. 31-22-23 by Alderpersons Dekker and Rust placing stop signs at the northwest corner and southeast corner of S. 22nd Street and David Avenue; recommends adopting the Ordinance.

19. R. C. No. 235-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 169-22-23 by Alderpersons Felde and Ackley authorizing the Chief of Police to take necessary actions to receive, if awarded, the 2023 Law Enforcement-Based Victim Services Program Grant; recommends adopting the Resolution.

20. R. C. No. 234-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 136-22-23 by City Clerk submitting various license applications; recommends granting the applications.

REPORT OF OFFICERS

21. R. O. No. 141-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 30-22-23 by Alderperson Filicky-Peneski and R. O. No. 128-22-23 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property on Pershing Avenue – Parcel #59281012240 from Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification; recommends adopting the Ordinance. LAYS OVER

22. R. O. No. 139-22-23 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing January 1, 2023 and ending March 31, 2023. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE OF THE 2023-2024 COUNCIL

23. R. O. No. 138-22-23 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing January 1, 2023 and ending March 31, 2023. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE OF THE 2023-2024 COUNCIL

24. R. O. No. 142-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY OF THE 2023-2024 COUNCIL

RESOLUTIONS

25. Res. No. 173-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Rebuild-it Services Group, LLC for the installation of a rebuilt primary clarifier drive unit and secondary clarifier drive unit and with Goldsmith Painting & Cleaning, Inc. for the grinding and painting of steel components. SUSPEND THE RULES AND ADOPT THE RESOLUTION

26. Res. No. 172-22-23 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for the furnishing and installation of a replacement electronic message board sign with monument base to be installed at Deland Park in Sheboygan. REFER TO PUBLIC WORKS COMMITTEE OF THE 2023-2024 COUNCIL

27. Res. No. 174-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union regarding the 2023 Memorial Day parade in Sheboygan. REFER TO PUBLIC WORKS COMMITTEE OF THE 2023-2024 COUNCIL

REPORT OF COMMITTEES

28. R. C. No. 226-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 202-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 161-22-23 by Alderpersons Mitchell and Filicky-Peneski approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission; recommends adopting the Substitute of the Substitute Resolution amending the Resolution to eliminate all reference to the comprehensive plan update contained within the sixth “Whereas” clause.

29. R. C. No. 231-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 171-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with Vue 14 LLC regarding an affordable housing project to be located at the corner of South 14th Street and Illinois Avenue; recommends adopting the Resolution.

30. R. C. No. 229-22-23 by Finance and Personnel Committee to whom was referred Res. No. 167-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2023 budget to fund a

prisoner transport system for the police department's new Ford Transit van; recommends adopting the Resolution.

31. R. C. No. 204-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 125-22-23 by City Clerk submitting a claim from Mario D. Campbell for alleged injuries that occurred when he fell; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

32. R. C. No. 205-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 28-22-23 by City Clerk submitting a Notice of Claim from Frontier for alleged damages to their facilities from a mowing incident; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

33. R. C. No. 206-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 4-22-23 by City Clerk submitting a Notice of Circumstances of Injury regarding an incident that occurred on January 7, 2022 between the City of Sheboygan Police Department and Frank Bernard; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

34. R. C. No. 207-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 267-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

35. R. C. No. 208-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 268-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

36. R. C. No. 209-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 269-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 69-21-22 by City Clerk submitting a claim of alleged unlawful tax collected from FedEx Services by the City of Sheboygan for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281950534P; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

37. R. C. No. 210-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 270-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 326-20-21 by Finance and Personnel Committee and R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S. C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

38. R. C. No. 211-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 271-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 321-20-21 by Finance and Personnel Committee and R. O. No. 75-20-21 by City Clerk submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

39. R. C. No. 212-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 123-22-23 by City Clerk submitting a letter from Crystal Meise-Henning notifying the City of Sheboygan of the intent to file civil action regarding an incident that occurred on August 23, 2022; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

40. R. C. No. 221-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 277-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 325-20-21 by Finance and Personnel Committee and R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

41. R. C. No. 220-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 275-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

42. R. C. No. 219-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 273-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 105-21-22 by City Clerk submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

43. R. C. No. 218-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 34-22-23 by City Clerk submitting a Summons and Complaint in the matter of Badger State Lofts, LP vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

44. R. C. No. 217-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 48-22-23 by City Clerk submitting a Summons and Complaint in the matter of One More Time, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

45. R. C. No. 216-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 76-22-23 by City Clerk submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

46. R. C. No. 215-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 89-22-23 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

47. R. C. No. 214-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 104-22-23 by City Clerk submitting a Summons and Complaint in the matter of Todd Wolf v. City of Sheboygan et al; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

48. R. C. No. 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 referring to the Finance and Personnel Committee of the 2023-2024 council year.

GENERAL ORDINANCES

MATTERS LAID OVER

49. R. O. No. 133-22-23 by City Plan Commission to whom was referred Res. No. 154-22-23 by Alderpersons Felde and Filicky-Peneski vacating the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat; recommends adopting the Substitute Resolution which amends the Wis. Stat. § to 66.1003(3).

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

50. Motion to Adjourn sine die

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

TWENTY-FIFTH REGULAR COMMON COUNCIL MEETING MINUTES

Wednesday, April 05, 2023

OPENING OF MEETING

1. **Roll Call**
   Alderpersons Present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar – 10.

2. **Pledge of Allegiance**

3. **Approval of Minutes**
   Twenty-Fourth Regular Council Meeting held on March 20, 2023

   MOTION TO APPROVE THE MINUTES
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

3. **Public Forum**
   Limit of five people having five minutes each with comments limited to items on this agenda.
   No one spoke.

4. **Mayor's Announcements**
   Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

6. Hearing No. 11-22-23 pursuant to a notice published by the City Clerk, on the proposed amendment to Section 15.207 of the City of Sheboygan Zoning Ordinance, Nonconforming Use Regulations, and Section 15.934, Zoning Board of Appeals, so as to streamline and expedite the process of reviewing nonconforming use applications.

   No one spoke.
   MOTION TO CLOSE HEARING
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

CONSENT

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

Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

8. R. O. No. 131-22-23 by City Clerk submitting a Notice of Determination from the State Board of Assessors in the matter of the Appeal of Georgia Pacific Corrugated LLC sustaining the assessed value of the property as previously determined.

   MOTION TO RECEIVE AND FILE
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

9. R. C. No. 196-22-23 by Public Works Committee to whom was referred Res. No. 159-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a lease with Lakeshore United FC for use and management of the Butzen property; recommends adopting the Resolution.

   MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

10. R. C. No. 195-22-23 by Public Works Committee to whom was referred Res. No. 158-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner Inc. for the reconstruction of Indiana Avenue from South 24th Street to South 17th Street and authorizing an adjustment to the 2023-2027 Capital Improvement Plan and the 2023 budget; recommends adopting the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

11. R. C. No. 198-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 127-22-23 by City Clerk submitting various license applications; recommends granting the applications.

    MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

12. R. C. No. 197-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 121-22-23 by City Clerk submitting various license applications; recommends granting the applications.

    MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS

Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

REPORT OF OFFICERS

13. R. O. No. 132-22-23 by Director of Planning and Development submitting the 2022 Green Tier Legacy Communities Annual Sustainability Report outlining the City of Sheboygan's 2022 sustainable accomplishments and reporting that the document will be submitted to the Wisconsin Department of Natural Resources.

    MOTION TO RECEIVE AND FILE THE DOCUMENT
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

14. R. O. No. 134-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 29-22-23 by Alderperson Perrella and R. O. No. 118-22-23 by City Clerk submitting and granting Sheboygan Self Storage, LLC, its successors and assigns, the privilege of encroaching upon described portions of South 13th Street and Kentucky Avenue right of way in the City of Sheboygan for the purpose of addressing the existing building structure, emergency egress, and adding a sun shade feature; recommends filing the R. O. and adopting the Ordinance.

    MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE
    Motion made by Perrella, Seconded by Mitchell.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

15. R. O. No. 133-22-23 by City Plan Commission to whom was referred Res. No. 154-22-23 by Alderpersons Felde and Filicky-Peneski vacating the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat; recommends adopting the Substitute Resolution which amends the Wis. Stat. § to 66.1003(3). LAYS OVER

16. R. O. No. 128-22-23 by City Clerk submitting an application from Jack VanDerWeele for a change in zoning classification for property on Pershing Avenue - Parcel No. 59281012240 from Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification. REFER TO CITY PLAN COMMISSION

17. R. O. No. 136-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

18. R. O. No. 129-22-23 by City Clerk submitting a claim from Yang Pao Chang for alleged damages to driveway and sidewalk due to a broken water main. REFER TO FINANCE AND PERSONNEL COMMITTEE

19. R. O. No. 130-22-23 by City Clerk submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

20. R. O. No. 135-22-23 by City Clerk submitting a Summons and Complaint - Small Claims in the matter of Cristy Murray vs. City of Sheboygan c/o Mayor Ryan Sorenson et al. REFER TO FINANCE AND PERSONNEL COMMITTEE

21. R. O. No. 137-22-23 by City Clerk submitting a claim from James Passmore for alleged damages to his garage when it was hit by a City of Sheboygan garbage truck. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

22. Res. No. 165-22-23 by Alderpersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar commemorating the distinguished service of Silas VanderWeele to the City of Sheboygan.

    MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

23. Res. No. 170-22-23 by Alderpersons Dekker and Salazar censuring 2nd District Alderperson Roberta Filicky-Peneski.

    MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION
    Motion made by Ackley, Seconded by Dekker
    Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.
    Abstain: Filicky-Peneski – 1.

24. Res. No. 168-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City Officials to enter into a contract with Stantec Consulting Services Inc. for wetland delineation services regarding the land in the SouthPointe Enterprise Campus being purchased by Sheboygan Southpoint Development LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE

25. Res. No. 167-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2023 budget to fund a prisoner transport system for the police department's new Ford Transit van. REFER TO FINANCE AND PERSONNEL COMMITTEE

26. Res. No. 166-22-23 by Alderpersons Dekker and Rust authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by David L. Gartman, LLC. REFER TO PUBLIC WORKS COMMITTEE

27. Res. No. 169-22-23 by Alderpersons Felde and Ackley authorizing the Chief of Police to take necessary actions to receive, if awarded, the 2023 Law Enforcement-Based Victim Services Program Grant. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

28. R. C. No. 199-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 12 22-23 by Finance Director/Treasurer submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2023; recommends filing the report.

    MOTION TO RECEIVE THE R. C. AND FILE THE REPORT
    Motion made by Mitchell, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

29. R. C. No. 200-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 164-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the Director of Human Resources and Labor Relations to enter into a service contract with GovHR to assist in facilitating and co-conducting the City Administrator recruitment process for the City of Sheboygan; 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, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

30. R. C. No. 202-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 161-22-23 by Alderpersons Mitchell and Filicky-Peneski approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission; recommends adopting the Substitute Resolution amending the use of funds by the Finance and Personnel Committee.

    MOTION TO REFER DOCUMENT BACK TO FINANCE AND PERSONNEL COMMITTEE
    Motion made by Mitchell, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

31. R. C. No. 201-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 162-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Collateral Assignment of TIF Agreement with Sheboygan Press, LLC and Cardinal Capital Development, LLC, regarding the redevelopment of the former Sheboygan Press Building at 632 Center Avenue, in favor of First Business Bank; 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, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

32. R. C. No. 203-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 163-22-23 by Alderpersons Mitchell and Filicky-Peneski updating the Job Description for the position of City Administrator for the City of Sheboygan and authorizing the Director of Human Resources and Labor Relations to initiate the hiring process for the position;

recommends adopting the Substitute Resolution that includes the language, "while authorizi the Human Resources and Labor Relations Director to adjust the job description prior to posting in a manner that does not change the scope of description."

MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION
Motion made by Mitchell, Seconded by Filicky-Peneski.
Before action was taken,
MOTION TO AMEND THE SUBSTITUTE RESOLUTION TO INCLUDE A RESOLVED CLAUSE: "BE IT FURTHER RESOLVED: Membership and participation in any search or hiring committee shall first require explicit approval by the Common Council for any individual that is not a city employee, elected or appointed city official, or representative of any consulting firm hired by the Common Council."
Motion made by Mitchell, Seconded by Heidemann.
ON MOTION TO ADOPT SUBSTITUTE RESOLUTION AS AMENDED,
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

GENERAL ORDINANCES

33. Gen. Ord. No. 30-22-23 by Alderperson Filicky-Peneski amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property on Pershing Avenue – Parcel #59281012240 from Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification. REFER TO CITY PLAN COMMISSION

34. Gen. Ord. No. 31-22-23 by Alderpersons Dekker and Rust placing stop signs at the northwest corner and southeast corner of S. 22nd Street and David Avenue. REFER TO PUBLIC WORKS COMMITTEE

MATTERS LAID OVER

35. R. O. No. 114-22-23 to whom was referred Gen. Ord. No. 27-22-23 by Alderperson Mitchell amending Section 15.207 of the City of Sheboygan Zoning Ordinance, Nonconforming Use Regulations, and Section 15.934, Zoning Board of Appeals, so as to streamline and expedite the process of reviewing nonconforming use applications; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE
Motion made by Mitchell, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

OTHER MATTERS AUTHORIZED BY LAW
None.

ADJOURN MEETING

36. Motion to Adjourn

MOTION TO ADJOURN AT 6:23 PM

Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

Hearing No. 14 - 22 - 23. April 17, 2023.

Pursuant to a notice published and letter sent by the City Clerk, there is a hearing scheduled this evening for the purpose of the vacation and discontinuance of the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat.

Any interested persons may be heard.

Publish – March 24, March 31, and April 7

In Classified

NOTICE OF PUBLIC HEARING

ON DISCONTINUANCE OF ALLEYWAY

WHEREAS, a Resolution has been introduced for the vacation and discontinuance of the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat.

WHEREAS, pursuant to Sec. 66.1003(8)(b) of the Wisconsin Statutes, a notice shall be published setting forth when said resolution will be acted upon.

NOTICE IS THEREFORE GIVEN

That said Resolution will be acted upon at a regular meeting of the Common Council to be held in the Council Chambers at City Hall, 828 Center Avenue, in the City of Sheboygan, Wisconsin on Monday, the 17th day of April, 2023 at 6:00 P.M.

MEREDITH DEBRUIN
City Clerk

DeBruin, Meredith

From: Gannett Legals Public Notices 6 <ganlegpubnotices6@gannett.com>
Sent: Monday, March 13, 2023 12:06 PM
To: DeBruin, Meredith
Subject: RE: 0005629021 Please publish on Friday, March 24th and 31st and April 7th

Thank you. Please see the revised proof below.

NOTICE OF PUBLIC HEARING
ON DISCONTINUANCE OF ALLEYWAY
WHEREAS, a Resolution has been introduced for the vacation and discontinuance of the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat.
WHEREAS, pursuant to Sec. 66.1003(8)(b) of the Wisconsin Statutes, a notice shall be published setting forth when said resolution will be acted upon.
NOTICE IS THEREFORE GIVEN
That said Resolution will be acted upon at a regular meeting of the Common Council to be held in the Council Chambers at City Hall, 828 Center Avenue, in the City of Sheboygan, Wisconsin on Monday, the 17th day of April, 2023 at 6:00 P.M.
MEREDITH DEBRUIN
City Clerk
Run: March 24, 31, April 7, 2023
WNAXLP

Thank you,

Allison Marsh
Public Notices – Team Lead

LocaliQ | USA TODAY NETWORK

Office: 844-590-5995

From: DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>
Sent: Monday, March 13, 2023 12:03 PM
To: Gannett Legals Public Notices 6 <ganlegpubnotices6@gannett.com>
Subject: RE: 0005629021 Please publish on Friday, March 24th and 31st and April 7th

I am not sure if it matters, but the "run" date on the bottom of the ad indicates March "34" instead of 24.
Thank you!

CONFIRMATION

wisconsin media
PART OF THE USA TODAY NETWORK

435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
GWM-60409220	0005629021	$47.44	$0.00	$47.44	Credit Card	$0.00	$47.44

Sales Rep: ammarsh **Order Taker:** ammarsh **Order Created** 03/13/2023

Product	# Ins	Start Date	End Date
GWM-SHE-Sheboygan Press	3	03/24/2023	04/07/2023
GWM-SHEW-Sheboygan Press Digital	28	03/24/2023	04/20/2023

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 03/13/2023

NOTICE OF PUBLIC HEARING
ON DISCONTINUANCE OF ALLEYWAY

WHEREAS, a Resolution has been introduced for the vacation and discontinuance of the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat.

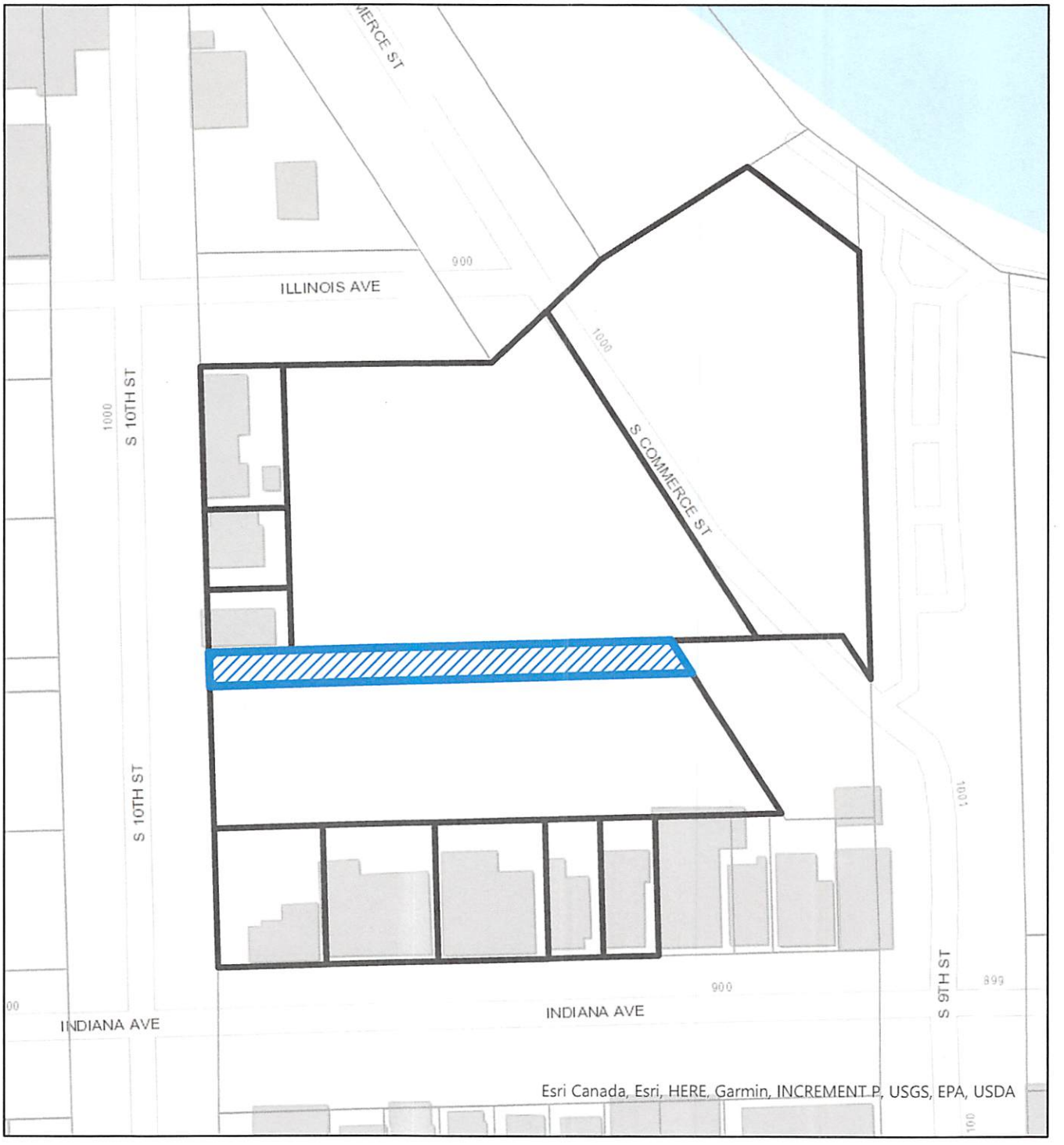
WHEREAS, pursuant to Sec. 66.1003(8)(b) of the Wisconsin Statutes, a notice shall be published setting forth when said resolution will be acted upon.

NOTICE IS THEREFORE GIVEN

That said Resolution will be acted upon at a regular meeting of the Common Council to be held in the Council Chambers at City Hall, 828 Center Avenue, in the City of Sheboygan, Wisconsin on Monday, the 17th day of April, 2023 at 6:00 P.M.

MEREDITH DEBRUIN
City Clerk
Run: March 34, 31, April 7, 2023
WNAXLP

RDA Property Vacation



Legend

- Vacation parcel
- RDA Owned

N
W E
S

CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

March 15, 2023

Dear Property Owner:

WHEREAS, a Resolution has been introduced for the vacation and discontinuance of the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat.

Notice is hereby given that said Resolution will be heard and acted upon at a regular meeting of said Common Council to be held in Council Chambers of City Hall, 828 Center Avenue, in the City of Sheboygan, Wisconsin, Monday, the 17th day of April, 2023 at 6:00 P.M.

If you have questions, please direct your inquiries to the DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.

Sincerely,

MEREDITH DEBRUIN, City Clerk

Redevelopment Authority
828 Center Ave
Sheboygan, WI 53081

II

R. O. No. 140 - 22 - 23. By BOARD OF LICENSE EXAMINERS.
April 17, 2023

Attached hereto we are submitting application for Building Contractor License already GRANTED:

5218	Joel D Beeck 555 Sunset Maple Sheboygan Falls, WI 53085-3305	Carpenter Accessory Contractor
5245	Curt A Bushman W230S54353 Milky Way Rd Waukesha, WI 53189-7911	Carpenter Contractor
5150	Thomas A Knapp 3309 Yorkshire Ln Apt 9 Manitowoc, WI 54420-7218	Carpenter Accessory Contractor

BOARD OF LICENSE EXAMINERS

VI

R. C. No. 223 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred the below listed litigation, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. O. No. 82-22-23 by City Clerk submitting a Summons and Complaint in the matter of PNC Bank, National Association vs Rae R. Pape et al.;

2. R. O. No. 58-22-23 by City Clerk submitting a Summons and Complaint in the matter of Phyllis Dergantz et al. vs. Tammy Angel et al.;

3. R. O. No. 20-22-23 by City Clerk submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Joseph S. Myszewski et al.;

4. R. C. No. 272-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 137-21-22 by City Clerk submitting a Petition for Hearing in the matter of Patrick A. Gillette v Board of Police and Fire Commission;

5. R. C. No. 278-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 133-21-22 by City Clerk submitting a Summons and Complaint in the matter of Peter William Reichelsdorfer vs the City of Sheboygan Department of Public Works;

All R. O.'s have been reviewed by staff with the recommendation to file all litigation.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 82 - 22 - 23. By CITY CLERK. November 21, 2022.

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

F+P

CITY CLERK

NOV 8 '22 PM
FILED
10-28-2022
Sheboygan County
Clerk of Circuit Court
2022CV000561
Honorable Kent Hoffmann
Branch 2

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

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

Electronic Filing Notice

Case No. 2022CV000561
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081

COPY

UNREDACTED

Case number 2022CV000561 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: a1bad0

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 28, 2022

Item 10.

FILED
10-28-2022
Sheboygan County
Clerk of Circuit Court
2022CV000561
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

Plaintiff,

vs.

Rae R. Pape
526 McColm St
Plymouth, WI 53073-2352

John Doe Pape
526 McColm St
Plymouth, WI 53073-2352

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

Defendants.

SUMMONS

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

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 27th day of October, 2022.

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
086151F02

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.

Item 10.

FILED
10-28-2022
Sheboygan County
Clerk of Circuit Court
2022CV000561
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

Plaintiff,

vs.

Rae R. Pape
526 McColm St
Plymouth, WI 53073-2352

John Doe Pape
526 McColm St
Plymouth, WI 53073-2352

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

Defendants.

COMPLAINT

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

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

1. The plaintiff is the current holder of a certain note, 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 Rae R. Pape.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $30,878.54 together with interest from the 1st day of May, 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 not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

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

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

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

9. That John Doe Pape has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Rae R. Pape and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

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

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

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

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

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

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

Dated this 27th day of October, 2022.

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.

Item 10.

FILED
10-28-2022
Sheboygan County
Clerk of Circuit Court
2022CV000561
Honorable Kent Hoffmann
Branch 2

ADJUSTABLE RATE NOTE

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

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

March 18, 2005 [Date] SHEBOYGAN [City] Wisconsin [State]

1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53081
[Property Address]

1. BORROWER'S PROMISE TO PAY

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.0000 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on May 01, 2005 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 01, 2035 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 150 ALLEGHENY CENTER MALL, PITTSBURGH, PA 15212

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 333.68 . This amount may change.

(C) Monthly Payment Changes

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of April 2007, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One Half percentage points (6.5000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.0000% or less than 8.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.0000%) from the rate of interest I have been paying for the preceding 6 months; subject to the following limits: My interest rate will never be greater than 14.0000%, nor less than 8.0000%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

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

[redacted] [redacted] GREATLAND [redacted] 093 FAX 616-791-113[illegible]

EXHIBIT A

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

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

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

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Witness: _____

Witness: _____

State of Wisconsin
County of SHEBOYGAN

This instrument was acknowledged before me on MARCH 18, 2005 (date) by RAE R. PAPE

(person[s] acknowledging).

JASON P. PLEUS NOTARY PUBLIC STATE OF WISCONSIN

Jason P. Pleus
JASON P. PLEUS Notary Public, State of Wisconsin

My commission expires: 5/11/08

This instrument was drafted by:

Name: WENDY SEHNERT

EXHIBIT B

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 18th day of March 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN, wholly owned operating subsidiary of National City Bank of Indiana

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

1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53081

[Property Address]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

EXHIBIT B

PREPAYMENT RIDER

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

FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

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

1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53081

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

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

NOTICE TO BORROWER

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

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

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

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

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

[redacted] [redacted]

EXHIBIT B

ADJUSTABLE RATE RIDER

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

THIS ADJUSTABLE RATE RIDER is made this 13th day of March 2005 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53081
[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.0000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of April 2007 , and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One Half percentage points (6.5000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

EXHIBIT B

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.0000% or less than 8.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.0000%) from the rate of interest I have been paying for the preceding 6 months; subject to the following limits: My interest rate will never be greater than 14.0000%, nor less than 8.0000%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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

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

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

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

[redacted] *(Page 2 of 3 pages)* [redacted] GREATLAND ■ 0-9393 □Fax 616-791-1131

EXHIBIT B

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

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

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

[redacted] *(Page 3 of 3 pages)* [redacted] GREATLAND [redacted] 9393 Fax 616-791-1131

EXHIBIT B

Exhibit "A"

LEGAL DESCRIPTION:

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

Tax Parcel Number: 59281601220

EXHIBIT B

National City

Loan Number: [redacted]
Loan Officer: BRIAN STETZ

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT, is made and entered into this 29th day of June 2005, by and between RAE R PAPE, (hereinafter "Borrower" and National City Home Loan Services, Inc. a (hereinafter "Note Holder").

WHEREAS, Note Holder is the holder of a Mortgage, Security Deed or Deed of Trust (hereinafter the "Security Instrument") from the Borrower encumbering property known as 1415 MEHRTENS AVE SHEBOYGAN, WI 53081 (the "Property") dated March 18, 2005 and recorded in Mortgage Book: , Page in the office of the Recorder of Deeds of sheboygan County, Wisconsin, on / /2000, N/A, securing an obligation evidenced by a promissory note (the "Promissory Note") executed by Borrower on March 18, 2005, in the original principal amount of $45,475.00; and

WHEREAS, the current balance due and owing on the Promissory Note and Security Instrument is as follows:

Principal:		$45,258.07
Interest Through	08/01/05	$301.99
Late Charges:		$0.00
Corporate Advance:		$0.00
Escrow Advance:		$0.00
If applicable a Captialized Modification Fee of:		
Capitalized Modification Fee		$216.93
TOTAL		$45,776.99

WHEREAS, Borrower and Note Holder desire to modify the repayment terms of said Promissory Note secured by the Security Instrument as set forth herein;

NOW, THEREFORE, in consideration of the agreements set forth herein and other good and valuable consideration, in hand paid, each party to the other, receipt and sufficiency of which is hereby acknowledged, and with each of the parties hereto intending to be legally bound by the terms of this Modification Agreement; the parties hereby agree as follows:

1. Borrower shall pay all accrued interest, late charges, attorney's fees and costs and any other fees and costs due under the Promissory Note or Security Instrument, as modified by this Modification Agreement.

2. Beginning on September 1, 2005, the interest rate on said Promissory Note for the remainder of the term and until such time as all of Borrower's obligations are satisfied will be 7.250% per year. In the event that interest on the Promissory Note being modified hereby was originally adjustable on a periodic basis, Borrower understands and consents to the conversion of said adjustable rate loan to that of a fixed rate loan, at the rate set forth above. All terms and provisions of the Promissory Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Promissory Note and all terms and provisions of any adjustable rate rider that is affixed to, wholly or partially incorporated into, or a part of, the Promissory Note or Security Instrument that contains any such terms relating to adjustment of interest rate are deemed forever cancelled, null and void as of the date first set forth above.

3. Borrower's monthly principal and interest payment shall be $313.52 such installments shall be due and payable on the 1st day of each month of the extension period, beginning September 1, 2005. If this loan as modified is an adjustable rate loan, this amount may change as provided in the Promissory Note.

4. Pursuant to the terms of said Promissory Note, the unpaid principal balance of said Promissory Note, plus all accrued and unpaid interest shall be due and payable on April 1, 2035.

5. Borrower shall pay a modification fee to Note Holder, simultaneously with the execution hereof, in the amount of $750.00. [If loan exceeds high-cost thresholds as defined by : AR, CT, FL, KY, ME, NM, NY, NC or SC then no modification fee will be charged in those states. The following restrictions are applicable for ALL loans, even loans that are not high-cost: In MN the modification fee is limited to 5% of loan amount; in NC to the greater of 1/4 of 1% or $150; and in PA for loans $50K or less modification fee must be included within "single service charge" the total of which is not to exceed 1% of the original principal amount of the loan]

6. Borrower and Note Holder hereby agree that all terms and conditions of said Security Instrument and Promissory Note, and other loan documents relative to said loan shall remain in full force and effect except as otherwise specifically modified herein. By executing this Modification Agreement, Borrower hereby ratifies and confirms all terms and conditions of the Promissory Note and Security Instrument not specifically amended herein.

7. Borrower and Note Holder further agree that this Modification does not constitute a waiver or novation of the Promissory Note, Security Instrument or their terms and shall not adversely affect the validity or lien priority of the Security Instrument or any other mortgage or other instrument executed and delivered as security for the indebtedness now evidenced by this Modification, which mortgage liens and/or security interest are hereby agreed to be continued in full force and effect.

8. If your current loan is a **Dividend Access Loan** the execution of the Loan Modification Agreement will **cancel** the dividend feature. This will **eliminate** the payment of all current and future dividend payments to you.

Borrower indicates that he/she wishes to eliminate the Dividend feature on this loan _____ and _____

EXHIBIT C

WITNESS the hands and seals of the undersigned on the day first above written.

WITNESS: Amanda H. Bussert

BORROWER(S): Rae R. Pape
RAE R PAPE

STATE OF Wisconsin)
) ss: _____
COUNTY OF Sheboygan)

On this, the 8 day of July 2005, before me, a Notary Public, personally appeared Rae R. Pape who executed the foregoing instrument for the purposes therein contained.

Notary Public
My commission expires: MY COMMISSION EXPIRES SEPTEMBER 16, 2007

Notary Signature: Patricia Ann Thiel

Notary Seal:

PATRICIA ANN THIEL NOTARY PUBLIC STATE OF WISCONSIN

Rev. (9/25/04)

EXHIBIT C

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement on the day first above written.

WITNESS:

BORROWER(S):

RAE R PAPE
(type or print Borrower's name)

(type or print Borrower's name)

NATIONAL CITY HOME LOAN SERVICES, INC.

Sandy Owens
(signature)

By: Sandy Owens

Operations Manager
(title)

STATE OF Pennsylvania)
) ss:
COUNTY OF Allegheny)

On this, the ____ day of _____, before me, the undersigned officer, personally appeared _____, who acknowledged him/her self to be the _____ of National City Home Loan Services, Inc. a corporation, and that (s)he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/her self as such officer.
IN WITNESS WHEREOF, hereunto set my hand and official seal.

Notary Public
My commission expires: _____

Rev. (9/28/04)

EXHIBIT C

CHAIN OF TITLE:

WARRANTY DEED
GRANTOR: BARBARA J. REINKE F/K/A BARBARA J. SIRCEL
GRANTEE: JOSE HERRERA, A SINGLE PERSON
DATED: 07/20/1999 **RECORDED:** 07/29/1999 **BOOK:** 1685 **PAGE:** 584
INSTRUMENT NO.: 1550334

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

MORTGAGE/DEED OF TRUST INFORMATION:

MORTGAGE

LENDER: FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN
BORROWER: RAE R PAPE, UNMARRIED
DATED: 03/18/2005 **RECORDED:** 03/28/2005 **INSTRUMENT NO.:** 1760999
AMOUNT: $45,475.00

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

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

MORTGAGE FORECLOSURE/ LIS PENDENS:

MORTGAGE LIS PENDENS

CASE # 22-CV-000152
PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION
DEFENDANT: RAE R. PAPE, JOHN DOE PAPE AND CITY OF SHEBOYGAN
RECORDED: 03/24/2022 **INSTRUMENT NO.:** 2133371
NOTE: *** SEE ATTACHED RELEASE OF LIS PENDENS RECORDED ON 05/23/2022 IN INSTRUMENT #: 2136466

JUDGMENTS:

JUDGMENT

CASE # 2015TJ000096
PLAINTIFF: CITY OF SHEBOYGAN

DEFENDANT: RAE R PAPE
RECORDED: 04/27/2015 AMOUNT: $491.00

JUDGMENT

CASE # 2015TJ000094
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
RECORDED: 04/27/2015 AMOUNT: $691.00

JUDGMENT

CASE # 2015TJ000095
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
RECORDED: 04/27/2015 AMOUNT: $691.00

JUDGMENT

CASE # 2015TJ000098
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
RECORDED: 04/27/2015 AMOUNT: $691.00

JUDGMENT

CASE # 2015TJ000093
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
RECORDED: 04/27/2015 AMOUNT: $691.00

JUDGMENT

CASE # 2015TJ000092
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
RECORDED: 04/27/2015 AMOUNT: $691.00

JUDGMENT

CASE # 2018TJ000029
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
RECORDED: 03/14/2018 AMOUNT: $53,038.00

JUDGMENT

CASE # 2018TJ000030
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
RECORDED: 03/14/2018 AMOUNT: $53,000.00

JUDGMENT

CASE # 2018TJ000031
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
DOCKETED: 03/14/2018 AMOUNT: $53,000.00

II

R. O. No. 58 - 22 - 23. By CITY CLERK. September 6, 2022.

Submitting a Summons and Complaint in the matter of Phyllis Dergantz et al. vs. Tammy Angel et al.

CITY CLERK

Item 10.

FILED
08-22-2022
Sheboygan County
Clerk of Circuit Court
2022CV000439
Honorable Rebecca L. Persick
Branch 4

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

Phyllis Dergantz et al vs. Tammy Angel et al

Electronic Filing Notice

Case No. 2022CV000439
Class Code: Foreclosure of Mortgage

AUG 24 2022

CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN WI 53081

Process Server
Date: 8/24/22 Time: 338 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Case number 2022CV000439 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: c4f160

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: August 22, 2022

Item 10.

FILED
08-22-2022
Sheboygan County
Clerk of Circuit Court
2022CV000439
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

PHYLLIS DERGANTZ
2822 Michigan Avenue
Sheboygan, WI 53081,

and

ELVIRA HEINEMANN
3321 N. 11th Street
Sheboygan, WI 53083,

Foreclosure of Mortgage
Code: 30404

and

EDWARD J. RITGER d/b/a RITGER LAW OFFICE
675 Wolf Road
P.O. Box 371
Random Lake, WI 53075,

and

ESTATE OF ROBERT J. HEINEMANN
c/o PHYLLIS DERGANTZ
2822 Michigan Avenue
Sheboygan, WI 53081,

Plaintiffs,

vs.

TAMMY ANGEL
1523 Washington Avenue
Sheboygan WI 53081,

and

SUZAN KNABE
270 Chamomile Drive
Henderson, NV 89015;

and

FILED
08-22-2022
Sheboygan County
Clerk of Circuit Court
2022CV000439
Honorable Rebecca L. Persick
Branch 4

SHEBOYGAN COUNTY TREASURER
508 N. 6th Street, Room 109, First Floor
Sheboygan, WI 53081,

and

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

and

WURTZ ROTH & BASLER SC
641 Riverfront Drive, Suite 201
Sheboygan, WI 53081,

and

AURORA HEALTHCARE CENTRAL INC.
and AURORA MEDICAL GROUP
P.O. Box 343910
3301 W. Forest Home Avenue
Milwaukee, WI 53234,

and

THOMAS BADTKE
1523 Washington Avenue
Sheboygan, WI 53081,

and

DANIELLE BROOKS
1523 Washington Avenue
Sheboygan, WI 53081,

Defendants.

SUMMONS

THE STATE OF WISCONSIN TO THE PERSON NAMED ABOVE AS A DEFENDANT:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan Courthouse, 615 N 6th Street, Sheboygan, Wisconsin, 53081, and to Attorney Katherine A. Breuer, plaintiff's attorney, whose address is RITGER LAW OFFICE, 675 Wolf Road, P. O. Box 371, Random Lake, Wisconsin 53075. You may have an attorney help or represent you.

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

Dated at Random Lake, Wisconsin, this 22nd day of August, 2022.

RITGER LAW OFFICE
675 Wolf Road, PO Box 371
Random Lake, WI 53075
920.994.4313/920.994.9704(fax)
katie@ritgerlaw.com

RITGER LAW OFFICE

Katherine A. Breuer
Attorney for Plaintiff
State Bar No. 1086825

FILED
08-22-2022
Sheboygan County
Clerk of Circuit Court
2022CV000439
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

PHYLLIS DERGANTZ
2822 Michigan Avenue
Sheboygan, WI 53081,

and

ELVIRA HEINEMANN
3321 N. 11th Street
Sheboygan, WI 53083,

Foreclosure of Mortgage
Code: 30404

and

EDWARD J. RITGER d/b/a RITGER LAW OFFICE
675 Wolf Road
P.O. Box 371
Random Lake, WI 53075,

and

ESTATE OF ROBERT J. HEINEMANN
c/o PHYLLIS DERGANTZ
2822 Michigan Avenue
Sheboygan, WI 53081,

Plaintiffs,

vs.

TAMMY ANGEL
1523 Washington Avenue
Sheboygan WI 53081,

and

SUZAN KNABE
270 Chamomile Drive
Henderson, NV 89015,

and

FILED
08-22-2022
Sheboygan County
Clerk of Circuit Court
2022CV000439
Honorable Rebecca L. Persick
Branch 4

SHEBOYGAN COUNTY TREASURER
508 N. 6th Street, Room 109, First Floor
Sheboygan, WI 53081,

and

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

and

WURTZ ROTH & BASLER SC
641 Riverfront Drive, Suite 201
Sheboygan, WI 53081,

and

AURORA HEALTHCARE CENTRAL INC.
and AURORA MEDICAL GROUP
P.O. Box 343910
3301 W. Forest Home Avenue
Milwaukee, WI 53234,

and

THOMAS BADTKE
1523 Washington Avenue
Sheboygan, WI 53081,

and

DANIELLE BROOKS
1523 Washington Avenue
Sheboygan, WI 53081,

Defendants.

COMPLAINT

The Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office and the Estate of Robert J. Heinemann, by their attorneys, RITGER LAW OFFICE, by

Katherine A. Breuer, and as and for a Complaint against the Defendants, allege and show to the Court as follows:

1. That the Plaintiff, PHYLLIS DERGANTZ, is an individual residing at 2822 Michigan Avenue, Sheboygan, Wisconsin 53081.

2. That the Plaintiff, ELVIRA HEINEMANN, is an individual residing at 3321 N. 11th Street, Sheboygan, Wisconsin 53083.

3. That the Plaintiff, EDWARD J. RITGER, d/b/a RITGER LAW OFFICE, is an individual primarily engaged in the practice of law with his principal place of business located at 675 Wolf Road, P.O. Box 371, Random Lake, Wisconsin 53075.

4. That the Plaintiff, ESTATE OF ROBERT J. HEINEMANN, was an informal estate administration in Sheboygan County, having a case number of 2014PR87 with PHYLLIS DERGANTZ, previously appointed as personal representative residing at 2822 Michigan Avenue, Sheboygan, Wisconsin 53081.

5. That the Defendant, TAMMY ANGEL, is upon information and belief, an individual residing at 1523 Washington Avenue, Sheboygan, Wisconsin 53081 and whose occupation is unknown.

6. That the Defendant, SUZAN KNABE, is upon information and belief, an individual residing at 270 Chamomile Drive, Henderson, Nevada 89015 and whose occupation is unknown.

7. That the Defendant, SHEBOYGAN COUNTY TREASURER, is the department responsible for the collection of real estate taxes for Sheboygan County, a municipality, located at 508 N. 6th Street, Room 109, First Floor, Sheboygan, WI 53081.

8. That the Defendant, CITY OF SHEBOYGAN, is a Wisconsin municipality with offices located at 828 Center Avenue, Sheboygan, WI 53081.

9. That the Defendant, WURTZ ROTH & BASLER SC, is a law firm with a principal office located at 641 Riverfront Drive, Suite 201, Sheboygan, WI 53081.

10. That the Defendants, AURORA HEALTHCARE CENTRAL INC. and AURORA MEDICAL GROUP, are medical service providers with a principal office located at 3301 W. Forest Home Avenue, P.O. Box 343910, Milwaukee, WI 53234.

11. That the Defendant, THOMAS BADTKE, is upon information and belief, an individual residing at 1523 Washington Avenue, Sheboygan, Wisconsin 53081 as a tenant of said property.

12. That the Defendant, DANIELLE BROOKS, is upon information and belief, an individual residing at 1523 Washington Avenue, Sheboygan, Wisconsin 53081 as a tenant of said property.

13. That the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, are the current owners and holders of a certain Mortgage Note and recorded Mortgage on real estate located in this county, true copies of which are attached hereto as Exhibits A and B and which are incorporated by reference.

14. That on or about the 30th of August, 2012, the Defendant TAMMY ANGEL executed said Mortgage Note marked as Exhibit A.

15. That in order to secure payment of the aforesaid Mortgage Note marked as Exhibit A, the Defendant TAMMY ANGEL did on or about the 30th day of August, 2012, execute a Real Estate Mortgage recorded with the Sheboygan County Register of Deeds on May 7, 2015, as Document No. 2002554 marked as Exhibit B.

16. Said Mortgage Note and Mortgage were further assigned to the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, on October 10, 2016 by

the execution of an Assignment of Mortgage, recorded with the Sheboygan County Register of Deeds, as Document No. 2028816, a true copy of which is attached hereto as Exhibit C and incorporated by reference.

17. That the Defendant TAMMY ANGEL is in default under the terms of the Mortgage Note marked as Exhibit A, by having failed to make timely payments under said Mortgage Note and Plaintiffs, Phyllis Dergantz. Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, have accelerated all amounts due and directed collection proceedings to be instituted on said Mortgage Note.

18. That the Defendant TAMMY ANGEL is in default under the terms of the Mortgage marked as Exhibit B by having failed to make timely payment of the 2019, 2020 and 2021 real estate taxes when due.

19. That the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, provided written notice of the default identified in Paragraph 17 to Defendant TAMMY ANGEL as required in the terms of the Mortgage marked as Exhibit B. A true and current copy of said notice with USPS return receipt is attached and incorporated as Exhibit D.

20. That there is presently due and owing on said Mortgage Note the sum of $67,468.42 as of August 10, 2022 plus interest which accrues at $18.48 per day.

21. That the premises described in the Mortgage marked as Exhibit B consists of an owner occupied single family residence which cannot be sold in parcels without injury to the interests of the parties, located in Sheboygan County, State of Wisconsin and described below:

> Commencing six hundred sixty (660.0) feet south and two hundred fifteen (215.0) feet west of the Northeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Town Fifteen (15) North, Range Twenty-three (23) East, thence South one hundred sixty (160.0) feet, thence West seventy (70.0) feet, thence North one hundred sixty (160.0) feet, thence East seventy (70.0) feet to beginning.

22. That the Defendant, TAMMY ANGEL, expressly agreed to the redemption period provisions contained in Wisconsin Statutes Section 846.101 and the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, elect to proceed under WI Stats. Section 846.101(2)(b) with a six month period of redemption, thereby waiving judgment for any deficiency against any party who is personally liable for the debt, and to consent that the Defendant TAMMY ANGEL, unless she abandons the property, may remain in possession to the date of confirmation of the sale by the court.

23. That the Defendant, SUZAN KNABE, is a necessary party to this action by virtue of her one-third ownership in the herein described real estate.

24. That the Defendant, SHEBOYGAN COUNTY TREASURER, has a lien on the herein described real estate by virtue of the non payment of 2019 real estate taxes in the amount of $3,357.16 as of August 1, 2022 which total includes penalties and interest.

25. That the Defendant, SHEBOYGAN COUNTY TREASURER, has a lien on the herein described real estate by virtue of the non payment of 2020 real estate taxes in the amount of $3,482.43 as of August 1, 2022 which total includes penalties and interest.

26. That the Defendant, SHEBOYGAN COUNTY TREASURER, has a lien on the herein described real estate by virtue of the non payment of 2021 real estate taxes in the amount of $2,753.88 as of August 1, 2022 which total includes penalties and interest.

27. That the Defendant, CITY OF SHEBOYGAN, has a lien on the herein described real estate by virtue of a judgment in Sheboygan County Case No. 2012 TJ 21 entered May 16, 2012 and docketed July 23, 2012 in the amount of $114.00.

28. That the Defendant, WURTZ ROTH & BASLER SC, has a lien on the herein described real estate by virtue of a judgment in Sheboygan County Case No. 2016 SC 1389

entered July 25, 2016 and docketed July 27, 2016 in the amount of $9,549.50, which lien is subordinate to the Plaintiffs' mortgage lien.

29. That the Defendants, AURORA HEALTHCARE CENTRAL INC. and AURORA MEDICAL GROUP, have a lien on the herein described real estate by virtue of a judgment in Sheboygan County Case No. 2016 SC 2485 entered on December 16, 2016 and docketed December 28, 2016 in the amount of $2,347.11, which lien is subordinate to the Plaintiffs' mortgage lien.

30. That the Plaintiff, ESTATE OF ROBERT J. HEINEMANN, has a lien on the herein described real estate by virtue of a judgment in Sheboygan County Case No. 2015 SC 1941 entered September 14, 2015 and docketed September 22, 2015 in the amount of $9,946.09, which lien is subordinate to the mortgage lien of the Plaintiffs Phyllis Dergantz, Elvira Heinemann, and Edward J. Ritger d/b/a Ritger Law Office.

31. That no proceedings have been had at law or otherwise for the recovery of the sums secured by the Mortgage in Exhibit B referred to herein, except the judgment obtained as described in Paragraph 30 above, and all conditions precedent to the commencement of this action are satisfied.

32. Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. Sec. 692), notice is hereby given that the undersigned is attempting to collect a debt on behalf of the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, and any information obtained will be used for that purpose.

33. Paragraph 10 of the real estate mortgage marked as Exhibit B provides for an assignment of rents, issues, or profits for the premises in which the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, have the right to collect said rents,

issues and profits.

34. Paragraph 6 of the real estate mortgage marked as Exhibit B provides for the appointment of a receiver upon default or during pendency of the foreclosure action for the purpose of collecting rents, issues, and profits of the property during said action, with such rents, issues, and profits held and applied as the court shall direct.

WHEREFORE, Plaintiff demands judgment as follows:

A. Judgment of foreclosure and sale of the secured premises identified in paragraph 21 in accordance with the provisions of Wisconsin Statutes Section 846.101(2)(b), with Plaintiffs expressly waiving their right to obtain a deficiency judgment against the Defendant TAMMY ANGEL in this action.

B. That the amounts due the Plaintiffs from the Defendants for principal, interest, real estate taxes, insurance, costs of suit, all advanced costs by the Plaintiffs, and attorneys fees be determined.

C. That the Defendants be barred and foreclosed of all right, claim, lien or equity of redemption in and to said premises, except the right to redeem the same before sale as is required by law.

D. That said premises or such part thereof as may be sufficient to pay the amounts due upon the Mortgage Note marked as Exhibit A, with interest due to the time of such payment, together with the costs and disbursements of this action and reasonable attorneys' fees and such additional amounts as Plaintiffs may advance for payment of taxes and insurance upon said premises, and other necessary expenses, with interest on the same as allowed from the date of judgment out of the proceeds of such sale as far as the monies arising out of such sale and proceeds applicable will pay the same, be determined.

E. For the appointment of a receiver for the purpose of collecting rents, issues, and profits from the property and to apply such to the payment of real estate taxes, insurance, repairs, and maintenance of the property.

F. For such other and further order, judgment or relief as is provided by law in such cases and as may be just and equitable.

Dated this 22nd day of August, 2022.

RITGER LAW OFFICE

By: _____

Katherine A. Breuer
State Bar No. 1086825
Attorney for Plaintiff

P. O. ADDRESS:
675 Wolf Road, P. O. Box 371
Random Lake, WI 53075-0371
920.994.4313/920.994.9704(fax)
katie@ritgerlaw.com

EXHIBIT A

MORTGAGE NOTE

The undersigned TAMMY ANGEL, maker, promises to pay to the order of ROBERT J. HEINEMANN, SR. at his residence, the principal sum of Forty-four Thousand Dollars ($44,000.00), together with interest on the unpaid principal balance from August 30, 2012 until maturity at the rate of Three percent (3 %) per year, interest and principal to be payable in equal monthly installments of principal and interest in the amount of One Hundred Eighty-six Dollars ($186.00) per month commencing on October 1, 2012 and continuing on the same day of each successive month thereafter until all principal and interest is paid in full or within 6 months of demand whichever occurs first.

All unpaid principal and accrued interest shall bear interest after maturity of this Note, whether occurring through lapse of time or acceleration, at the rate of twelve percent (12 %) per year until paid.

If an installment owed under this Note is not paid on or before the thirtieth (30th) day after its due date, holder may collect a delinquency charge equal to ten percent (10 %) per year, computed on the unpaid amount of the installment from the due date until paid. If the maker fails to make a payment under this Note when due, or in the event of any failure to comply with any of the terms, covenants or conditions of the mortgage collateral hereto, and the default continues for forty-five (45) days, the holder may declare the entire balance of principal and accrued interest to be payable immediately, without notice or demand.

The maker agrees to pay all costs of collection, including, to the extent not prohibited by law, reasonable attorney's fees.

This note is secured by a mortgage on real estate bearing even date herewith.

The maker reserves the unrestricted right to prepay this Note at anytime without penalty.

Dated this 30th day of August, 2012.

Tammy Angel (SEAL)
Tammy Angel

Item 10.

EXHIBIT B

8 3 3 6 9 8 4
TX:4093275

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number | Document Name

2002554
SHEBOYGAN COUNTY, WI
RECORDED ON
05/07/2015 2:50 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 4

TAMMY ANGEL, a single person

("Mortgagor," whether one or more) mortgages to ROBERT J. HEINEMANN, SR a married person,

its successors or assigns ("Mortgagee," whether one or more), to secure payment of $ 44,000.00 evidenced by a note or notes, or other obligation ("Obligation") dated August 30, 2012, executed by TAMMY ANGEL,

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Sheboygan County, State of Wisconsin ("Property"):

Recording Area

Name and Return Address
Ritger Law Office
P.O. Box 371
Random Lake, WI 53075

59281 431920
Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is a purchase money mortgage.
(is) (is not)

Her undivided two-thirds interest in Being a part of the SW 1/4 SE 1/4 S34 T15N R22E Commencing six hundred sixty (660.0) feet south and two hundred fifteen (215.0) feet west of the Northeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Town Fifteen (15) North, Range Twenty-three (23) East, thence South one hundred sixty (160.0) feet, thence West seventy (70.0) feet, thence North one hundred sixty (160.0) feet, thence East seventy (70.0) feet to beginning. City of Sheboygan, Sheboygan County, Wisconsin

1. **MORTGAGOR'S COVENANTS.**

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

none

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date 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.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgagee and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

☒ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.

☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are NA ;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are NA ; and

(7) the address of the secured party is NA

13. SINGULAR; PLURAL. As used herein, the singular shall include the plural and any gender shall include all genders.

14. JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. INVALIDITY. In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. MARITAL PROPERTY STATEMENT. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated August 30th, 2012

_____ (SEAL) Tammy Angel (SEAL)
* * TAMMY ANGEL

_____ (SEAL) _____ (SEAL)
* *

AUTHENTICATION

Signature(s) _____
_____
authenticated on _____.

_____
*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Attorney Edward J. Ritger
Random Lake, Wisconsin

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me on August 30, 2012,
the above-named Tammy Angel,
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Michael J. Roth
* Michael J. Roth
Notary Public, State of WISCONSIN
My commission (is permanent) (~~expires~~: is permanent)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
MORTGAGE ©2003 STATE BAR OF WISCONSIN FORM NO. 21-2003
*Type name below signatures
INFO-PPO™ Legal Forms • (800)655-2021 • infopproforms.com

EXHIBIT C

8402079
Tx:4121210

State Bar of Wisconsin Form 30-2003
ASSIGNMENT OF MORTGAGE

Document Number | Document Name

2028816
SHEBOYGAN COUNTY, WI
RECORDED ON
10/13/2016 2:20 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 6
PAGES: 2

The undersigned ("Assignor," whether one or more, for a valuable consideration, assigns to PHYLLIS DERGANTZ, EDWARD J. RITGER d/b/a RITGER LAW OFFICE, AND ELVIRA HEINEMANN

the Mortgage dated AUGUST 30, 2012, executed by TAMMY ANGEL

to ROBERT J. HEINEMANN, SR.

on real estate in SHEBOYGAN County, Wisconsin ("Property"), together with the note or other obligation it secures, which Mortgage was recorded in the Office of the Register of Deeds of said County, in (Reel) ~~(XXX)~~ NA of Records, at (Images) ~~(XXX)~~ NA, as Document No. 2002554.

The Property which is subject to this Assignment is described as:

SEE ATTACHED LEGAL DESCRIPTION

Recording Area

Name and Return Address
RITGER LAW OFFICE
675 WOLF ROAD
PO BOX 371
RANDOM LAKE, WI 53075

59281 431920
Parcel Identification Number (PIN)

This is not homestead property.
~~(is)~~ (is not)

CHOOSE EITHER OR BOTH OF THE FOLLOWING OPTIONS, AS APPLICABLE: ONLY THOSE OPTIONS CHOSEN SHALL APPLY:

☐ A. This Assignment is made without recourse.

☒ B. Assignor warrants that there is now owing an unpaid balance on the note or other obligation secured by the mortgage, as principal, a sum of not less than $ 44,000.00, and also interest 25,870.06, and that Assignor is the owner of the note secured by the Mortgage and has good right to assign it.

Dated OCTOBER 10, 2016.

ASSIGNOR: ESTATE OF ROBERT J. HEINEMANN

_____ (SEAL)
* _____

Phyllis Dergantz (SEAL)
* BY: PHYLLIS DERGANTZ, PR

_____ (SEAL)
* _____

_____ (SEAL)
* _____

AUTHENTICATION

Signature(s) _____

authenticated on _____.

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
EDWARD J. RITGER, RITGER LAW OFFICE
RANDOM LAKE, WISCONSIN

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me on OCTOBER 10, 2016,
the above-named PHYLLIS DERGANTZ
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Annette L. Ostwald
* ANNETTE L. OSTWALD
Notary Public, State of WISCONSIN
My commission (is permanent) (expires: 1/22/2018)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

LEGAL DESCRIPTION

Her undivided two-thirds interest in Being a part of the SW ¼ SE ¼ S34 T15N R22E. Commencing six hundred sixty (660.0) feet south and two hundred fifteen (215.0) feet west of the Northeast corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Thirty-four (34), Town Fifteen (15) North, Range Twenty-three (23) East, thence South one hundred sixty (160.0) feet, thence West seventy (70.0) feet, thence North one hundred sixty (160.0) feet, thence East seventy (70.0) feet to beginning. City of Sheboygan, Sheboygan County, Wisconsin.

EXHIBIT D

Ritger Law Office

ATTORNEYS AND COUNSELLORS AT LAW

EDWARD J. RITGER
JOHN V. BURNS
KATHERINE A. BREUER

675 WOLF ROAD
P.O. BOX 371
RANDOM LAKE, WISCONSIN 53075

(920) 994-4313
(920) 668-6419
FAX (920) 994-9704
Emails: eritger@ritgerlaw.com
jburns@ritgerlaw.com
katie@ritgerlaw.com

October 28, 2021

Ms. Tammy Angel
1523 Washington Avenue
Sheboygan, WI 53081

TRANSMITTED VIA
CERTIFIED MAIL

Re: Collecting Robert Heinemann Mortgage

Dear Tammy:

I have not received any response from you regarding the enclosed letter which I sent to you on July 23, 2021. At this time I also enclose a copy of the current statement showing delinquent real estate taxes owed to Sheboygan County. We are now approximately two months away from the next tax bill arriving. Please advise as to your intentions regarding this serious delinquency.

In the past I have encouraged you to refinance instead of continuing to pay the high interest which you promised to pay your dad. I believe we are getting to the end of very low interest rates on homes and I urge you to act now to take care of refinancing.

I also direct your attention to paragraph 1.c. of your mortgage, a copy of which is attached. Your failure to pay real estate taxes is a delinquency and notice is hereby given that unless you cure that delinquency within 15 days of receipt of this letter, we will commence foreclosure proceedings in Sheboygan County Circuit Court.

I realize that you have sustained a number of hardships and medical setbacks over the years and it is not my intention to have your mortgage be a source of further difficulty for you. However, with three people living in your house and with opportunities to finance at much cheaper interest rates, there is really no reason why you should continue with the current situation. In the event that you are not able to refinance, I also urged you to consider selling the house because of the high prices now available due to housing shortages.

I look forward to hearing from you.

Respectfully submitted,

RITGER LAW OFFICE

Edward J. Ritger
EJR/aeh
Enclosures
cc: Suzan Knabe

Ritger Law Office

ATTORNEYS AND COUNSELLORS AT LAW

EDWARD J. RITGER
JOHN V. BURNS
KATHERINE A. BREUER

675 WOLF ROAD
P.O. BOX 371
RANDOM LAKE, WISCONSIN 53075

(920) 994-4313
(920) 668-6419
FAX (920) 994-9704
Emails: eritger@ritgerlaw.com
jburns@ritgerlaw.com
katie@ritgerlaw.com

July 23, 2021

Ms. Tammy Angel
1523 Washington Avenue
Sheboygan, WI 53081

Re: *Collecting Robert Heinemann Mortgage*

Dear Tammy:

I understand that you have been out of state for quite some time and that your life has changed for the better. I am disappointed that you haven't been making your payments on a consistent basis and I enclose the updated accounting statements. Also please find delinquent tax payoff due. Please confirm that you still have insurance on the house.

It occurs to me that this might be a really good time for you to sell the house. The market is hot, your life is changing and you obviously can't afford it.

Please contact me by Friday, July 30 to indicate your intentions. If you are not willing to put the house up for sale, I likely will have no alternative but to commence foreclosure.

I look forward to hearing from you.

Respectfully submitted,

RITGER LAW OFFICE

Edward J. Ritger
EJR/aeh

Enclosures

cc: Suzan Knabe

8335984
Tx:4083275

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number | Document Name

2002554
SHEBOYGAN COUNTY, WI
RECORDED ON
05/07/2015 2:50 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 4

TAMMY ANGEL, a single person

("Mortgagor," whether one or more) mortgages to **ROBERT J. HEINEMANN, SR a married person,**

its successors or assigns ("Mortgagee," whether one or more), to secure payment of $ **44,000.00** evidenced by a note or notes, or other obligation ("Obligation") dated **August 30, 2012**, executed by **TAMMY ANGEL,**

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in **Sheboygan** County, State of Wisconsin ("Property"):

Recording Area

Name and Return Address
Ritger Law Office
P.O. Box 371
Random Lake, WI 53075

59281 431920
Parcel Identification Number (PIN)

This **is not** homestead property. (is) (is not)

This **is** a purchase money mortgage. (is) (is not)

Her undivided two-thirds interest in Being a part of the SW 1/4 SE 1/4 S34 T15N R22E **Commencing six hundred sixty (660.0) feet south and two hundred fifteen (215.0) feet west of the Northeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Town Fifteen (15) North, Range Twenty-three (23) East, thence South one hundred sixty (160.0) feet, thence West seventy (70.0) feet, thence North one hundred sixty (160.0) feet, thence East seventy (70.0) feet to beginning.** City of Sheboygan, Sheboygan County, Wisconsin

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

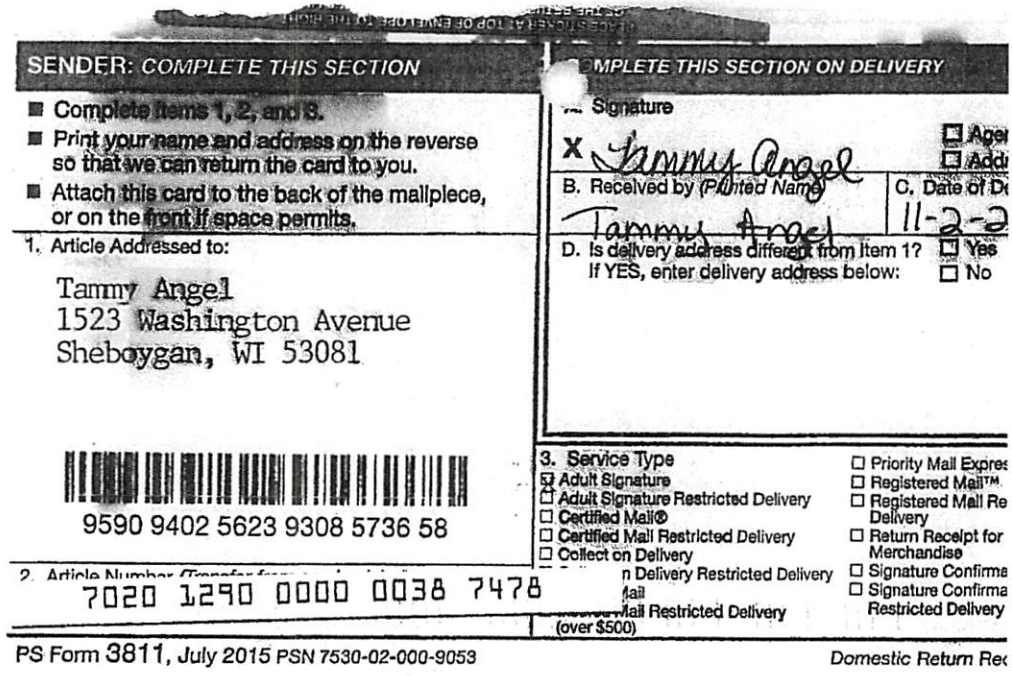
none

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

Item 10.



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tammy Angel
1523 Washington Avenue
Sheboygan, WI 53081

9590 9402 5623 9308 5736 58

2. Article Number (Transfer from ... 7020 1290 0000 0038 7478

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Tammy Angel
☐ Agent
☐ Addressee

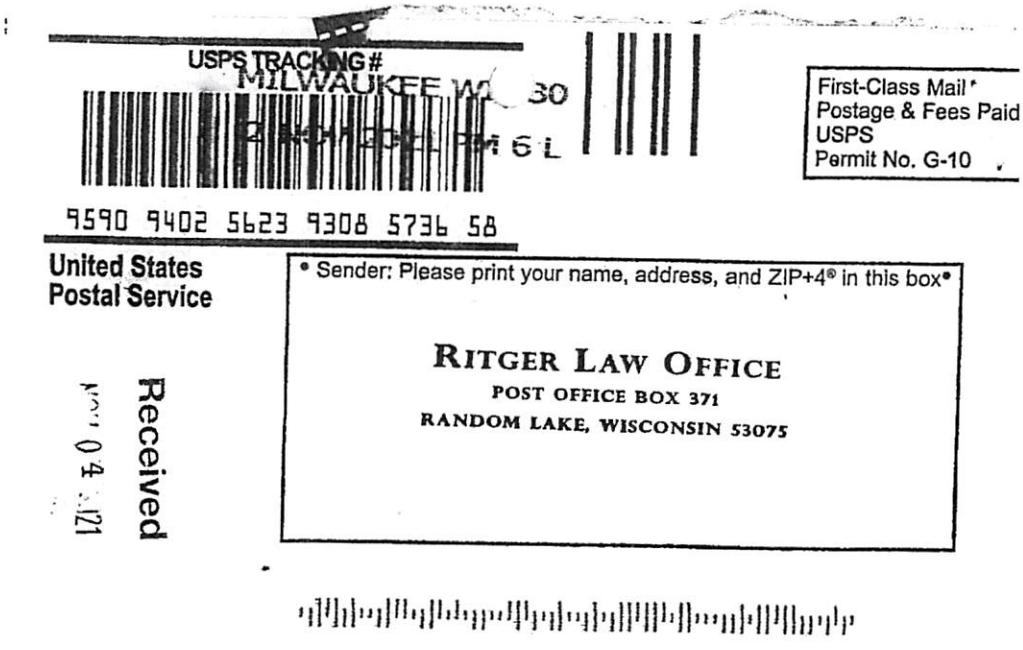
B. Received by (Printed Name) Tammy Angel
C. Date of Delivery 11-2-2

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt



USPS TRACKING #
9590 9402 5623 9308 5736 58

MILWAUKEE WI 30 6 L

First-Class Mail®
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

Received
NOV 04 2021

• Sender: Please print your name, address, and ZIP+4® in this box•

RITGER LAW OFFICE
POST OFFICE BOX 371
RANDOM LAKE, WISCONSIN 53075

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:
Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the $25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable $100 fee will be charged and a non-refundable fee of $100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Request for Mediation

Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required $25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 north Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable $25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable $75 fee is charged to the homeowner and a non-refundable fee of $100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 20___CV_____

Name of Homeowner(s):_____

Property Address: _____
(street, city or town, zip code)

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? _____Yes _____No

2. Does the property consist of four or fewer dwelling units? _____Yes _____No

3. Have you started a Bankruptcy action that is still ongoing? _____Yes _____No

4. Have you met with a housing counselor? _____Yes _____No

   If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

   _____

   _____

   _____

7. Check all items that have caused you to miss your mortgage payments:

   _____ Injury or illness _____Adjustable interest Rate / Balloon

   _____Loss of Employment _____Expenses exceed income

   Other: _____

   _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

   _____

   _____

   _____

9. If English is not your primary language, do you need an interpreter? ___Yes ___No

   What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

_____ _____

Property Owner's Signature Date

Item 10.

FILED
08-23-2022
Sheboygan County
Clerk of Circuit Court
2022CV000439

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

Phyllis Dergantz et al vs. Tammy Angel et al

Notice of Hearing

Case No: 2022CV000439

COURT ORIGINAL

This case is scheduled for: **Motion hearing**

Date	Time	Location
09-26-2022	11:00 am	Circuit Court Branch #4 615 N Sixth Street Sheboygan WI 53081-4692
Circuit Court Judge/Circuit Court Commissioner Rebecca L. Persick		
Re Foreclosure of Mortgage		

This matter will not be adjourned by the court except upon formal motion for good cause or with the specific approval of the court upon stipulation by all parties.

ATTENTION: Requests for adjournments are to be directed to the presiding judge and opposing parties in writing and received not less than 10 days prior to the scheduled date/time. COURT RULE 506: The party receiving the adjournment shall be solely responsible for notifying opposing counsel and, where appropriate, all parties and witnesses that the hearing, trial, etc., has been adjourned.

THE PARTIES MUST APPEAR BY TELEPHONE BY CALLING 1-414-877-0020 AT THE TIME OF THE HEARING. PLEASE USE CONFERENCE CODE NUMBER 568037. IF YOU DO NOT HAVE UNLIMITED LONG DISTANCE CAPABILITY, PLEASE CONTACT THE COURT AT 920-459-3078 PRIOR TO THE HEARING FOR ADDITIONAL INSTRUCTIONS.

IF YOU FEEL YOUR CASE WILL REQUIRE A PERSONAL APPEARANCE, PLEASE E-FILE A LETTER REQUESTING THAT YOU BE ALLOWED TO APPEAR IN PERSON.

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3068 prior to the scheduled court date. Please note that the court does not provide transportation.

Sheboygan County Circuit Court
Date: August 23, 2022

GF-101(CCAP), 10/2009 Notice of Hearing

This form shall not be modified. It may be supplemented with additional material

DISTRIBUTION	Address	Service Type
Court Original		
Katherine Breuer		Electronic Notice
Tammy Angel	1523 Washington Ave., Sheboygan, WI 53081	Mail Notice
Suzan Knabe	270 Chamomile Drive, Henderson, NV 89015	Mail Notice
Sheboygan County Treasurer	508 N. 6th Street, Room 109, First Floor, Sheboygan, WI 53081	Mail Notice
City of Sheboygan	828 Center Ave., Sheboygan, WI 53081	Mail Notice
Wurtz Roth & Basler SC	641 Riverfront Drive, Suite 201, Sheboygan, WI 53081	Mail Notice
Aurora Healthcare Central Inc./Aurora Medical Group	3301 W. Forest Home Ave., PO Box 343910, Milwaukee, WI 53234	Mail Notice
Thomas Badtke	1523 Washington Ave., Sheboygan, WI 53081	Mail Notice
Danielle Brooks	1523 Washington Ave., Sheboygan, WI 53081	Mail Notice

This form shall not be modified. It may be supplemented with additional material.

FILED
08-23-2022
Sheboygan County
Clerk of Circuit Court
2022CV000439

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

PHYLLIS DERGANTZ
2822 Michigan Avenue
Sheboygan, WI 53081,

and

ELVIRA HEINEMANN
3321 N. 11th Street
Sheboygan, WI 53083,

and

EDWARD J. RITGER d/b/a RITGER LAW OFFICE
675 Wolf Road
P.O. Box 371
Random Lake, WI 53075,

and

ESTATE OF ROBERT J. HEINEMANN
c/o PHYLLIS DERGANTZ
2822 Michigan Avenue
Sheboygan, WI 53081,

Plaintiffs,

vs.

TAMMY ANGEL
1523 Washington Avenue
Sheboygan WI 53081,

and

SUZAN KNABE
270 Chamomile Drive
Henderson, NV 89015,

and

Case No. 22CV439

Foreclosure of Mortgage
Code: 30404

SHEBOYGAN COUNTY TREASURER
508 N. 6th Street, Room 109, First Floor
Sheboygan, WI 53081,

and

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

and

WURTZ ROTH & BASLER SC
641 Riverfront Drive, Suite 201
Sheboygan, WI 53081,

and

AURORA HEALTHCARE CENTRAL INC.
and AURORA MEDICAL GROUP
P.O. Box 343910
3301 W. Forest Home Avenue
Milwaukee, WI 53234,

and

THOMAS BADTKE
1523 Washington Avenue
Sheboygan, WI 53081,

and

DANIELLE BROOKS
1523 Washington Avenue
Sheboygan, WI 53081,

Defendants.

NOTICE OF MOTION AND MOTION FOR ORDER APPOINTING RECEIVER

To: Tammy Angel
1523 Washington Avenue
Sheboygan WI 53081

Sheboygan County Treasurer
508 N. 6th Street, Room 109, First Floor

Wurtz Roth & Basler SC
641 Riverfront Drive, Suite 201
Sheboygan, WI 53081

Danielle Brooks
1523 Washington Avenue

Suzan Knabe
270 Chamomile Drive
Henderson, NV 89015

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Aurora Healthcare Central Inc.
and Aurora Medical Group
P.O. Box 343910
3301 W. Forest Home Avenue
Milwaukee, WI 53234

Thomas Badtke
1523 Washington Avenue
Sheboygan, WI 53081

1. Ritger Law Office, attorneys for the Plaintiffs, PHYLLIS DERGANTZ, ELVIRA HEINEMANN, and EDWARD J. RITGER d/b/a RITGER LAW OFFICE in the above referenced foreclosure action, will move for entry of an Order Appointing Receiver for the purpose of collecting the rents, issues, and profits of the property and to secure and care for and protect the property which is the object of the foreclosure action.

2. This motion will be heard as follows:

BEFORE: **Hon. Rebecca L. Persick**

PLACE: **Sheboygan County Courthouse, Branch 4**
615 N. 6th Street, 4th Floor
Sheboygan, WI 53081

DATE: **September 26, 2022**

TIME: **11:00 a.m.**

3. The grounds for this order are set forth on the attached Affidavit.

Dated at Random Lake, Wisconsin this 23rd day of August, 2022

RITGER LAW OFFICE

Katherine A. Breuer
Attorney for Plaintiffs
State Bar No. 1086825

675 Wolf Road, P.O. Box 371
Random Lake, WI 53075
(920) 994-4313, Fax: (920) 994-9704
Email: katie@ritgerlaw.com

Item 10.

FILED
08-23-2022
Sheboygan County
Clerk of Circuit Court
2022CV000439

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

PHYLLIS DERGANTZ
2822 Michigan Avenue
Sheboygan, WI 53081,

and

ELVIRA HEINEMANN
3321 N. 11th Street
Sheboygan, WI 53083,

and

EDWARD J. RITGER d/b/a RITGER LAW OFFICE
675 Wolf Road
P.O. Box 371
Random Lake, WI 53075,

and

ESTATE OF ROBERT J. HEINEMANN
c/o PHYLLIS DERGANTZ
2822 Michigan Avenue
Sheboygan, WI 53081,

Plaintiffs,

vs.

TAMMY ANGEL
1523 Washington Avenue
Sheboygan WI 53081,

and

SUZAN KNABE
270 Chamomile Drive
Henderson, NV 89015,

and

Case No. 22CV439

Foreclosure of Mortgage
Code: 30404

SHEBOYGAN COUNTY TREASURER
508 N. 6th Street, Room 109, First Floor
Sheboygan, WI 53081,

and

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

and

WURTZ ROTH & BASLER SC
641 Riverfront Drive, Suite 201
Sheboygan, WI 53081,

and

AURORA HEALTHCARE CENTRAL INC.
and AURORA MEDICAL GROUP
P.O. Box 343910
3301 W. Forest Home Avenue
Milwaukee, WI 53234,

and

THOMAS BADTKE
1523 Washington Avenue
Sheboygan, WI 53081,

and

DANIELLE BROOKS
1523 Washington Avenue
Sheboygan, WI 53081,

Defendants.

AFFIDAVIT IN SUPPORT OF MOTION FOR APPOINTMENT OF RECEIVER

STATE OF WISCONSIN)
)ss
COUNTY OF SHEBOYGAN)

Edward J. Ritger, being duly sworn, deposes and states:

1. I am an adult resident residing at Random Lake, WI 53075.

2. I am one of the Plaintiffs in the above captioned matter.

3. The premises described in the real estate mortgage marked as Exhibit B are allegedly currently inhabited by the Defendant TAMMY ANGEL and other unknown adult tenants.

4. That allowing the Tenants to remain on the premises without the payment of a reasonable rent is causing further injury to the Plaintiffs.

5. That the Defendants, TAMMY ANGEL and SUZAN KNABE, have failed to make any payments on the 2019, 2020, and 2021 real estate taxes and have allowed this deficiency to continue since 2019.

6. Paragraph 10 of the real estate mortgage marked as Exhibit B to the Complaint provides for an assignment of rents for the premises and the plaintiff has a right to collect the rents, issues and profits for the property.

7. Paragraph 6 of the real estate mortgage marked as Exhibit B to the Complaint provides for the appointment of a receiver upon default or during pendency of the foreclosure action for the purpose of collecting rents, issues, and profits of the property during said action, with such rents, issues, and profits held and applied as the court shall direct.

8. I make this Affidavit in support of a motion for an order appointing a receiver and request that Edward J. Ritger be appointed by the Court as the receiver for purposes of collecting any rents, issues, or profits and also to secure and care for and protect the property which is the object of this foreclosure action until Sheriff's Sale.

Dated at Random Lake, Wisconsin, this 22nd day of August, 2022.

Edward J. Ritger

Subscribed and sworn to before me on
August 22, 2022.

Annette L. Ostwald, Notary Public
Sheboygan County, Wisconsin
My commission expires: 1/22/26

P.O. ADDRESS:
RITGER LAW OFFICE
675 Wolf Road, P. O. Box 371
Random Lake, WI 53075
(920) 994-4313/(920) 994-9704

Item 10.

FILED
08-22-2022
Sheboygan County
Clerk of Circuit Court
2022CV000439
Honorable Rebecca L. Persick
Branch 4

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

Phyllis Dergantz et al vs. Tammy Angel et al

Electronic Filing Notice

Case No. 2022CV000439
Class Code: Foreclosure of Mortgage

WURTZ ROTH & BASLER SC
641 RIVERFRONT DRIVE, SUITE 201
SHEBOYGAN WI 53081

Case number 2022CV000439 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: c4f160

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: August 22, 2022

Item 10.

FILED
08-22-2022
Sheboygan County
Clerk of Circuit Court
2022CV000439
Honorable Rebecca L. Persick
Branch 4

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

Phyllis Dergantz et al vs. Tammy Angel et al

Electronic Filing Notice

Case No. 2022CV000439
Class Code: Foreclosure of Mortgage

SHEBOYGAN COUNTY TREASURER
508 N. 6TH STREET, ROOM 109, FIRST FLOOR
SHEBOYGAN WI 53081

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Sheboygan County Circuit Court
Date: August 22, 2022

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Sheboygan County
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2022CV000439
Honorable Rebecca L. Persick
Branch 4

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

Phyllis Dergantz et al vs. Tammy Angel et al

Electronic Filing Notice

Case No. 2022CV000439
Class Code: Foreclosure of Mortgage

TAMMY ANGEL
1523 WASHINGTON AVE.
SHEBOYGAN WI 53081

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Date: August 22, 2022

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

Phyllis Dergantz et al vs. Tammy Angel et al

Electronic Filing Notice

Case No. 2022CV000439
Class Code: Foreclosure of Mortgage

THOMAS BADTKE
1523 WASHINGTON AVE.
SHEBOYGAN WI 53081

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Sheboygan County Circuit Court
Date: August 22, 2022

Item 10.

FILED
08-22-2022
Sheboygan County
Clerk of Circuit Court
2022CV000439
Honorable Rebecca L. Persick
Branch 4

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

Phyllis Dergantz et al vs. Tammy Angel et al

Electronic Filing Notice

Case No. 2022CV000439
Class Code: Foreclosure of Mortgage

DANIELLE BROOKS
1523 WASHINGTON AVE.
SHEBOYGAN WI 53081

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

Sheboygan County Circuit Court
Date: August 22, 2022

II

R. O. No. 20 - 22 - 23. By CITY CLERK. June 6, 2022.

Submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Joseph S. Myszewski et al.

FtP

CITY CLERK

Item 10.

FILED
05-19-2022
Sheboygan County
Clerk of Circuit Court
2022CV000269
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN

UnitedOne Credit Union vs. Joseph S Myszewski et al

Electronic Filing Notice

Case No. 2022CV000269
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
SUITE 210
828 CENTER AVENUE
SHEBOYGAN WI 53081

Pro ver
Date 5/23/22 Time: 11:05 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2022CV000269 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.

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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: 6c1023

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

Sheboygan County Circuit Court
Date: May 19, 2022

FILED
05-19-2022
Sheboygan County
Clerk of Circuit Court
2022CV000269
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

v.

Case Number: 2022 CV
Code Number: 30404

JOSEPH S. MYSZEWSKI
1920 North 8th Street
Sheboygan, WI 53081

ORANGE CROSS AMBULANCE SERVICE, INC.
131 W. Wilson Street, Suite 900
Madison, WI 53703

SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT
c/o SHEBOYGAN COUNTY CORPORATION COUNSEL
212 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

CITY OF SHEBOYGAN
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

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

Within twenty (20) days of receiving this Summons, the Defendant must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan County

Courthouse, 615 North 6th Street, Sheboygan, Wisconsin 53081 and to the Law Firm of Conway, Olejniczak & Jerry, S.C., Plaintiff's attorneys, whose address is 231 South Adams Street, P.O. Box 23200, Green Bay, Wisconsin, 54305-3200. You may have an attorney help or represent you.

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

Dated this 19th day of May, 2022.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for Plaintiff, UnitedOne Credit Union

By: *Electronically signed by Bryant M. Dorsey*
State Bar Number: 1089949

231 S. Adams Street/PO Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
BMD@lcojlaw.com
952208.014 - #4201414

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

FILED
05-19-2022
Sheboygan County
Clerk of Circuit Court
2022CV000269
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

v.

Case Number: 2022 CV
Code Number: 30404

JOSEPH S. MYSZEWSKI
1920 North 8th Street
Sheboygan, WI 53081

ORANGE CROSS AMBULANCE SERVICE, INC.
131 W. Wilson Street, Suite 900
Madison, WI 53703

SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT
212 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

CITY OF SHEBOYGAN
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Defendants.

COMPLAINT

Plaintiff, UnitedOne Credit Union, by and through its attorneys, the Law Firm of Conway, Olejniczak & Jerry, S.C., alleges and shows the Court the following:

THE PARTIES

1. Plaintiff UNITEDONE CREDIT UNION ("UnitedOne") is a lending institution organized, among other things, to lend money on notes, secured or unsecured, and other purposes

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as provided by law, with offices located at 1117 South 10th Street, Manitowoc, WI 54220.

2. Defendant JOSEPH S. MYSZEWSKI ("Myszewski") is, upon information and belief, an adult resident of the State of Wisconsin, residing at 1920 N. 8th Street, Sheboygan, WI 53081.

3. Defendant ORANGE CROSS AMBULANCE SERVICE, INC. is, upon information and belief, a Wisconsin corporation incorporated under the laws of the State of Wisconsin and whose registered agent and office for service of process is Gregory P. Wilke, 131 W. Wilson Street, Suite 900, Madison, WI 53703.

4. Defendant SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT is, upon information and belief, a Wisconsin government agency. Its registered agent and office for services of process is Attorney Crystal Fieber, Sheboygan County Corporation Counsel, 2124 Kohler Memorial Drive, Suite 310, Sheboygan, WI 53081.

5. Defendant, CITY OF SHEBOYGAN is, upon information and belief, a municipal corporation with offices located at 828 Center Avenue, Suite 210, Sheboygan, WI 53081.

GENERAL ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF

6. On or about October 31, 2006, Myszewski executed and delivered to UnitedOne an Adjustable Rate Note (the "Note") in the amount of One Hundred Thousand Eight Hundred Forty-Eight Dollars and 51/100 Cents ($100,848.51). A copy of the Note is attached hereto and marked as **Exhibit A**.

7. The Note required monthly payments by Myszewski to UnitedOne.

8. Payment of the Note is secured by a real estate mortgage executed by Myszewski in favor of UnitedOne dated October 31, 2006 for the following parcel of real estate (the

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"Mortgage"):

THE WEST 45 FEET, LOT 8, BLOCK 14, ACCORDING TO THE RECORDED PLAT OF SWIFT'S ADDITION, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

(the "Real Estate").

The Real Estate is more commonly known as 730 Union Avenue, Sheboygan, Wisconsin 53081. A true and correct copy of the Mortgage is attached hereto and marked as **Exhibit B**.

9. Defendant Orange Cross Ambulance Service may claim an interest in the Real Estate by virtue of a Judgement Lien in the amount of Seven Hundred Forty-six and 08/100 Dollars ($746.08) docketed on or about May 22, 2014 in Sheboygan County Case No. 14-SC-1027. This Judgment is junior and subordinate to the Mortgage held by UnitedOne.

10. Defendant Sheboygan County Clerk of Circuit Court may claim an interest in the Real Estate by virtue of two (2) Judgement Liens, both in the amount of Two Hundred Seventeen and 10/100 Dollars ($217.10), for a total of Four Hundred Thirty-four and 20/100 Dollars ($434.20), docketed on or about March 8, 2018, in Sheboygan County Case Nos. 16-CT-195 and 17-CT-124. These Judgments are junior and subordinate to the Mortgage held by UnitedOne.

11. Defendant City of Shebygan may claim an interest in the Real Estate by virtue of the following Judgement Liens:

a. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-124;

b. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-125;

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

c. Four Hundred Seventy-five and 97/100 ($475.97), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-126;

d. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-128;

e. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-129;

f. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-130;

g. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-131;

h. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-132;

i. Two Hundred Fifty and 00/100 ($250.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-133;

j. Eighty-four Thousand Nine Hundred Twenty-eight and 00/100 ($84,928.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-247;

k. Eighty-four Thousand Nine Hundred Twenty-eight and 00/100 ($84,928.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-248;

l. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-249;

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m. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-250;

n. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-251;

o. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-252;

p. Six Hundred Ninety-one and 00/100 ($691.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-253;

These Judgments are junior and subordinate to the Mortgage held by UnitedOne.

12. UnitedOne claims an interest in the Real Estate by virtue of a Judgement Lien in the amount of Five Hundred Thirty-five and 39/100 Dollars ($535.39), docketed on or about November 12, 2019, in Sheboygan County Case No. 19-SC-2388. This Judgment is junior and subordinate to the Mortgage held by UnitedOne.

13. Myszewski has failed to comply with the terms and conditions of the Note by failing to make the payments when due to UnitedOne.

14. The Debtors have failed to comply with the terms and conditions of the Note and Mortgage by failing to pay real estate taxes on the Real Estate when due.

15. On March 10, 2022, UnitedOne sent Myszewski a Notice of Right to Cure Default. A copy of the notice is attached hereto and marked as **Exhibit C**.

16. As of May 17, 2022, there is justly and owing to UnitedOne upon the Note the following amount:

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Principal Balance:	$66,995.95
+ Interest through May 17, 2022	$1,420.37
+ Late Charges through May 17, 2022	$147.42
Total Amount Due	$68,563.74

17. In accordance with the terms and conditions of the Note, UnitedOne is also entitled to collect its costs and expenses, including attorney fees, in pursuing this action against Myszewski.

CLAIM FOR RELIEF – I
FORECLOSURE OF REAL ESTATE

18. Under the terms of the Note, Myszewski promised to make timely payments to UnitedOne.

19. Myszewski has failed to make timely payments to UnitedOne, despite demand by UnitedOne.

20. Myszewski is in breach of his contractual obligations to UnitedOne.

21. The Real Estate, upon information and belief, is the homestead of the Myszewski.

22. The Real Estate consists of less than 20 acres and cannot be sold in parts or parcels without injury to the parties.

23. No other proceedings have been had at law or otherwise for the recovery of the sums due under the Note, and secured by the Mortgage.

24. UnitedOne is still the lawful owner and holder of the Note and the Mortgage, which have not been sold or assigned.

25. Pursuant to §846.103(1), Wis. Stats., UnitedOne expressly elects to accept provision for sale of the Real Estate upon the expiration of twelve (12) months from the date of

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

entry of judgment for the Real Estate. UnitedOne seeks judgment for any deficiency which may remain due after the sale of the Real Estate.

WHEREFORE, UnitedOne prays for judgment as follows:

A. For a finding that the Myszewski is indebted to UnitedOne for the outstanding amount of the Note, plus accrued interest and costs of this action;

B. For judgment of foreclosure and for the sale of the Real Estate as provided by law; and that

(i) the amounts due to UnitedOne for principal, interest, late fees, other fees, taxes, costs, disbursements and attorneys' fees be adjudged and determined;

(ii) Myszewski, and all persons claiming under him, be barred and foreclosed of all right, claim, lien and equity of redemption in or to the Real Estate, except the right to redeem the same before sale as provided by law;

(iii) the amounts due upon the Note, Mortgage and Guaranty, with interest due to the time of such payment, together with costs and disbursements of this action and actual attorneys' fees, and such additional amounts as UnitedOne may advance for payment of taxes and insurance upon the Real Estate, with interest on the same as allowed by law from the date of judgment be paid out of the proceeds of such sale so far as the monies arising out of such sales and proceeds applicable will pay the same;

(iv) Myszewski, and all persons claiming under them, be enjoined from committing waste upon the Real Estate or doing any other act that may impair the value of the same between the date of said judgment and the date sale of the Real Estate is confirmed by this Court; in the event there is a sale of the Real Estate as aforesaid, the Real Estate shall be sold subject to taxes and assessments, general or special, for the year 2008 and subsequent years, and free and clear of all claim, right or equity of redemption thereof, of all parties to this action, their heirs, successors and assigns, and all persons claiming under them subsequent to the filing of the pendency of this action;

(v) Myszewski, and all persons claiming under him, be barred and foreclosed of all right, title and equity of redemption in or to the Real Estate so sold,

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and for such other and further order, judgment or relief as is provided by law in such cases, and as may be just and equitable.

C. For an immediate deficiency money judgment against Myszewski for the full amount due to UnitedOne under the terms of the Note; and

D. For such other and further relief as the Court deems just and equitable.

Dated this 19th day of May, 2022.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for Plaintiff, UnitedOne Credit Union

By: *Electronically signed by Bryant M. Dorsey*
State Bar Number: 1089949

231 S. Adams Street/PO Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
BMD@lcojlaw.com
952208.014 - #4201455

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

NOTICE OF DEBT VALIDATION

Law Firm of Conway, Olejniczak & Jerry, S.C. has been retained by UnitedOne Credit Union with respect to the case to which this Notice is attached. We filed this case seeking to obtain a judgment against you for money owed to the Plaintiff.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt under the contract, or any part of it. If you do not dispute it within that period, we will assume that the debt is valid. If you do dispute it – by notifying us, in writing, to that effect – we will, as required by the law, obtain and mail to you proof of the debt and if, within the same time period, you request in writing the name and address of the original creditor, if the original creditor is different from the current creditor, UnitedOne Credit Union, we will furnish you with that information as well.

The contents of this Notice pertain to your dealings with UnitedOne Credit Union as a debt collector. It does not affect your dealings with the Court and, in particular, it does not change the time in which you must respond to the Summons and Complaint. This Notice does not alter your rights and obligations as to the Court or the Summons and Complaint. The Summons (which is a command provided for by statute) and Complaint are pleadings filed with the Court, and not merely correspondence from us. You must follow any instructions in the Summons and Complaint, even if you dispute the validity or amount of the debt. This Notice does not affect our relations with the Court. As lawyers, we may file papers in this case with the Court according to the Court's rules and the Judge's instructions.

This Notice is being given to you to comply with any provisions of the Fair Debt Collection Practices Act to the extent that it applies.

In the event you have any questions, you should contact your attorney.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.



FILED
05-19-2022
Sheboygan County
Clerk of Circuit Court
2022CV000269
Honorable Angela W. Sutkiewicz
Branch 3

ADJUSTABLE RATE NOTE

(1 Year Treasury Index - Rate Caps)
(WISCONSIN)

LOAN NO.: 13004 R1

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.

OCTOBER 31, 2006	MANITOWOC	WISCONSIN
[Date]	[City]	[State]

730 UNION AVE
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. $ 100,848.51 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is
UnitedOne Credit Union
CORPORATION

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.700 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay for both before and after any default described in Section 7(B) of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the first day of each month beginning on DECEMBER 1, 2006. 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 NOVEMBER 1, 2036, 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
UNITEDONE CREDIT UNION, 1117 SOUTH 10TH STREET, MANITOWOC, WI 54220
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. $ 650.75. 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 NOVEMBER, 2009 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the FederaFederal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

THREE AND THREE QUARTERS

percentage points (3.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.700 % or less than 4.700 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.700 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % 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. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

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

that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

JOSEPH S MYSZEWSKI _____ (Seal) Borrower

_____ (Seal) -Borrower

_____ (Seal) Borrower

_____ (Seal) -Borrower

[Sign Original Only]

EXHIBIT
B



FILED
05-19-2022
Sheboygan County
Clerk of Circuit Court
2022CV000269
Honorable Angela W.
Sutkiewicz
Branch 3

1 8 1 2 3 7 1
SHEBOYGAN COUNTY
RECORDED ON
11/06/2006 09:18AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 41.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 7
TRANS # 89261
OF PAGES: 16

MORTGAGE

After Recording Return To:
UNITEDONE CREDIT UNION
1117 SOUTH 10TH STREET
MANITOWOC WI 54220

Parcel Identification Number (PIN) # 59281320070

[Space Above This Line For Recording Data]

LOAN NO.: 13004 R1

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 OCTOBER 31, 2006, together with all Riders to this document.

(B) **"Borrower"** is
JOSEPH S MYSZEWSKI, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument

(C) **"Lender"** is UnitedOne Credit Union

Lender is a CORPORATION
organized and existing under the laws of THE STATE OF WISCONSIN
Lender's address is 1117 South 10th Street
Manitowoc, WI 54220
Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated OCTOBER 31, 2006
The Note states that Borrower owes Lender
ONE HUNDRED THOUSAND EIGHT HUNDRED FORTY-EIGHT AND 51/100
Dollars (U.S. $ 100,848.51) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2036.

(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.

16

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

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] Biweekly Payment Rider	[ ] V. A. Rider	
[ ] Other(s) [specify]		

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY (Type of Recording Jurisdiction) of SHEBOYGAN (Name of Recording Jurisdiction)

THE WEST 45 FEET, LOT 8, BLOCK 12, SWIFT'S ADDITION TO THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THERE, SHEBOYGAN COUNTY, WISCONSIN.

THIS IS HOMESTEAD PROPERTY. THIS IS A PURCHASE MONEY MORTGAGE.

which currently has the address of 730 UNION AVE (Street)

SHEBOYGAN (City) Wisconsin 53081 (Zip Code) ("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully 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 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 sixty 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 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 selected 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.

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, 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 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.

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:

_____ _____ (Seal)
JOSEPH S MYSZEWSKI -Borrower

_____ _____ (Seal)
-Borrower

_____ _____ (Seal)
-Borrower

_____ _____ (Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF WISCONSIN, COUNTY OF MANITOWOC

The foregoing instrument was acknowledged before me this 31ST DAY OF OCTOBER, 2006
(date)

by
JOSEPH S MYSZEWSKI, A SINGLE PERSON

(person acknowledging)

My commission expires:
04/22/07

Andrea Rehak
Notary Public, State of Wisconsin
ANDREA REHAK

This instrument was prepared by
SPRING MOORE
1117 SOUTH 10TH STREET
MANITOWOC WI 54220
920-684-0362

ANDREA REHAK
NOTARY PUBLIC
STATE OF WISCONSIN

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

LOAN NO. 13004 R1

THIS ADJUSTABLE RATE RIDER is made this 31ST day of OCTOBER, 2006, 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

UnitedOne Credit Union,
CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

730 UNION AVE
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 6.700 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of NOVEMBER, 2009, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND THREE QUARTERS percentage points (3.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.700 % or less than 4.700 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.700 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

Section 18 of the Security Instrument is amended as follows:

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

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

_____ (Seal) Borrower

JOSEPH S MYSZEWSKI

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

[Sign Original Only]

FILED
05-19-2022
Sheboygan County
Clerk of Circuit Court
2022CV000269
Honorable Angela W.
Sutkiewicz
Branch 3

EXHIBIT
6

UnitedOne
CREDIT UNION

March 10, 2022

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Joseph S Myszewski
1920 N 8th St.
Sheboygan, WI 53081

91 7199 9991 7037 9957 6519

RE: Adjustable Rate Note and Adjustable Rate Rider dated October 31, 2006 ("Note")
Current Amount Outstanding on Note: $66,995.95
Mortgage dated October 31, 2006 ("Mortgage")
Account and Loan ***04-FICS
Mortgage Property Address: 730 Union Ave. Sheboygan, WI 53081
("Property")

Dear Mr. Myszewski,

As of the date of this letter, you are in default under the Obligations as follows ("Default"):

Regular Monthly Payment -	December, 2021	$515.95
	January, 2022	$515.95
	February, 2022	$515.95
	March, 2022	$491.38
Total Due to Cure Default -		$2,039.23

This letter is to notify you that in order to cure the Default, you must pay $2,039.23 to UnitedOne on or before April 11, 2022. Failure to cure the Default on or before April 11, 2022 may result in acceleration of payment for all sums due under the Note, a foreclosure action(s) to pursue the sale of the Property, and/or any other remedy available at law or equity to UnitedOne. UnitedOne may also seek a judgment against each of you, on a joint and several basis, for any deficiency that exists after the sale of the Property.

UnitedOne Credit Union has the right to freeze any account associated with this loan.

If the Note is accelerated, you have 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 a borrower to acceleration and sale.

UnitedOne would like to work with you to avoid acceleration of the Note, foreclosure of the Property, and/or obtaining deficiency judgments against each of you. UnitedOne wants to see you bring your account back into good standing. Please make the required payments as indicated above or contact me to discuss other possible alternatives to resolve this situation.

Sincerely,

Shannon Schad
Asset Protection Coordinator

FILED
05-19-2022
Sheboygan County
Clerk of Circuit Court
2022CV000269
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN

UnitedOne Credit Union vs. Joseph S Myszewski et al

Electronic Filing Notice

Case No. 2022CV000269
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
SUITE 210
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2022CV000269 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: 6c1023

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: May 19, 2022

VI

R. C. No. 278 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 133-21-22 by City Clerk submitting a Summons and Complaint in the matter of Peter William Reichelsdorfer vs the City of Sheboygan Department of Public Works; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P 2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 133 - 21 - 22. By CITY CLERK. March 21, 2022.

Submitting a Summons and Complaint in the matter of Peter William Reichelsdorfer vs the City of Sheboygan Department of Public Works.

F+P

CITY CLERK

Enter the name of the county in which you are filing this case.

STATE OF WISCONSIN, CIRCUIT COURT,
SHEBOYGAN COUNTY

CLERK CIRCUIT COURT
FILED
2022 MAR -4 P 1:20
SHEBOYGAN COUNTY
WISCONSIN

Hon. Daniel J. Borowski

The plaintiff is the person bringing the law suit.

Enter the Plaintiff's name and address. If two plaintiffs are living at the same address, then the names and addresses may be listed together.

For more plaintiffs, check the "additional plaintiffs" box and attach another sheet with their names and addresses.

Plaintiff:
PETER WILLIAM REICHELSDORFER
First name Middle name Last name
1424 CASTLE AVENUE
Address
Address
SHEBOYGAN, WISCONSIN 53081
City State Zip

☐ See attached for additional plaintiffs.

-vs-

If this is an Amended Complaint, check the box. Enter the case number given you by the Clerk.

The defendant is the person or business you are suing. Enter the name(s) and address(es) of the defendant(s).

For more than two defendants, check the "*additional defendants*" box and attach another sheet with their names and addresses.

To: Defendant(s):
CITY OF SHEBOYGAN DEPT. PUBLIC WORK
First name Middle name Last name
CITY HALL
Address
828 CENTER AVENUE SUIT 210
Address
SHEBOYGA, WISCONSIN 53081
City State Zip

☐ See attached for additional defendants.

☐ Amended

Summons and Complaint (Small Claims)

Case No. 22SC0293

On the far right: Check one of the boxes to show what type of small claims case you are filing.

Note: The clerk will provide the phone number for the disability box.

☒ Claim for money ($10,000 or less)	31001
☐ Tort/Personal injury ($5,000 or less)	31010
☐ Return of property (replevin)	31003
☐ Eviction	31004
☐ Eviction due to foreclosure	31002
☐ Arbitration award	31006
☐ Return of earnest money	31008

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

Do not check either of these boxes.

The clerk will check one or both and circle "AND" or "OR" according to local court procedure.

The clerk will circle what you need to do and will provide the date, time, and place to appear and/or answer.

To the Defendant(s):
You are being sued as described on the attached complaint. If you wish to dispute this matter:

☐ You must appear at the time and place stated.

☒ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer

Date	Time
MAR 28 2022	08:30 AM

Place to Appear/File an Answer
SHEBOYGAN COUNTY COURTHOUSE
B-10 Lower Level
615 North 6 Street
Sheboygan, WI 53081

Note: Leave dates blank; the clerk or plaintiff's attorney will enter them.

Clerk/Attorney Signature
Melody Jorge

Date Summons Issued
MAR 04 2022

Date Summons Mailed

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

Check the box for the type of small claims case you have filed.

See *Basic Guide to Wisconsin Small Claims Actions* (SC-6000V).

1. Plaintiff demands judgment for: *(Check as appropriate)*
   - ☐ Claim for Money $_____
   - ☐ Tort/Personal Injury $_____
   - ☐ Return of property (replevin) *(Describe property in 2 below.)*
     (Not to include Wis. Stats. 425.205 actions to recover collateral.)
   - ☐ Eviction
   - ☐ Eviction due to foreclosure
   - ☐ Return of Earnest Money
   - ☐ Confirmation, vacation, modification or correction of arbitration award.

   Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Briefly explain the facts and why the court should award you what you are asking for.

For Eviction Actions: If you are seeking money damages, you must also state that claim on this form. If you do not know the exact amount of money damages yet, state that the *amount of money damages* cannot yet be determined.

2. Brief statement of dates and facts:

   (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

   CHRONOLOGY OF CLAIM

If you need more room, check this box and attach additional sheets.

☑ **See attached for additional information.** Provide copy of attachments for court and defendant(s).

Check if you are the plaintiff or the attorney.

I am the ☑ plaintiff.
☐ attorney for the plaintiff.

Enter your or your attorney's name and date.

Print or type your name. Enter your or your attorney's phone number.

An attorney must enter his or her State Bar Number, law firm and address.

► _____ Plaintiff	_____ Attorney's Signature
PETER WILLIAM REICHELSDORFER Name Printed or Typed	_____ Attorney's Name Printed or Typed
1424 CASTLE AVENUE Address	_____ Attorney's Address
SHEBOYGAN, WI 53081 Email Address	_____ Attorney's Email Address Telephone Number
arktos1@outlook.com Telephone Number 920-316-2119 Date MAR 4 2022	_____ Date State Bar No (if any)

COPIES: For each person you are suing, make two copies of this signed original and any attachments, and bring them to the clerk of court.

22SC 029

Description of Tree Claim - (form- page 2, item 2)

Chronology

August 6, 2021-during weather event (rain), at 1424 Castle Avenue, a branch from City owned tree fell on vehicle. Initial telephone contact with DPW reported no damage. Branch removed overnight. Inspection on August 7 revealed damage. August 9, claim filed. September 8, claim denial without explanation letter received.

September 10-15, phone conversations with Alder— facts provided 1) denial attributed to Act of God. 2) The tree is on DPW list for removal. Alder scheduled item for inclusion on Common Council agenda for September 20 meeting. I registered with the City Clerk to speak at the meeting. I was never called to speak. Council denied the item.

Following the September 20 meeting, I made arrangements, at his request, to speak with the City Engineer. The City Attorney interrupted and forbade me to talk to City Officials, but only contact him. Followed up with two letters to City Attorney. I Indicated intention to file suit. i Requested permission to talk to Alder, never received reply. Have had no communication with any city official including my alder since.

Peter W Reichelsdorfer

March 4, 2022

SHEBOYGAN COUNTY

Susan M. Schaubel

Sheboygan County Assistant Court Commissioner

May 1, 2021

To all litigants,

PLEASE NOTE: WHILE SOME CIVIL PROCEEDINGS ARE GOING FORWARD IN PERSON, SMALL CLAIMS INTIAL APPEARANCES (OR RETURN DATES) ON MONDAY MORNINGS AT 8:30 ARE NOT BEING HELD IN PERSON AT THIS TIME. THIS ORDER IS IN EFFECT INDEFINITELY. DO NOT COME TO THE COURTHOUSE FOR SMALL CLAIMS INITIAL APPEARANCES (RETURN DATES) ON MONDAY MORNINGS.

THESE SPECIFIC LOCAL INSTRUCTIONS OVERIDE ANY LANGUAGE REGARDING APPEARANCES ON THE COMPLAINT ITSELF, INCLUDING IN THE BOX MARKED "WHEN TO APPEAR/FILE AN ANSWER". FOLLOW THE INSTRUCTIONS BELOW ONLY.

Small claims initial appearances will go forward as outlined below. The courts are in the process of amending the procedures for Small Claims court and any changes to the rules will be sent to all litigants.

DO NOT COME TO THE COURTHOUSE FOR ANY SMALL CLAIMS PROCEEDING WITHOUT SPECIFIC ORDERS TO DO SO!

If you have a scheduled **INITIAL APPEARANCE** and:

- You are a **PLAINTIFF**, you do not need to file a letter of appearance, but Proofs of Service and non-military service must still be in the clerk of courts office prior to the date scheduled. We would prefer those to be mailed in, if possible.

- You are a **DEFENDANT**, you may answer one of two ways:

  - You may mail in your answer form. Defendants should have received a copy of the form with the complaint. If you do not have a form, it can be downloaded at wicourts.gov, under "Forms," "Small Claims". Form SC5200V. Answers must be received by the Clerk of Courts Office before the date scheduled for the initial appearance and a copy should be mailed to the plaintiff.

  - You may call the Clerk of Courts office Small Claims answer line before your scheduled initial appearance date. **This phone number is ONLY to be used for filing a temporary answer to a Small Claims case.** This is a recorded answer line. No staff member will pick up. Messages left at that number regarding anything other than an answer to an upcoming initial appearance will not be

Telephone (920) 459-3898
Facsimile (920) 459-0544

Courthouse
615 North 6th Street
Sheboygan, WI 53081

www.co.sheboygan.wi.us

Enter the name of the county in which you are filing this case.	**STATE OF WISCONSIN, CIRCUIT COURT,** **SHEBOYGAN** **COUNTY**
Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.	Plaintiff(s): First name Middle name Last name
Enter the Plaintiff's address.	Address
If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.	Address City State Zip ☐ **See attached** for additional plaintiffs.
Enter the case number from the summons and complaint.	-VS-
Enter your name. You are the Defendant.	Defendant(s): First name Middle name Last name
Enter your address. If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.	Address Address City State Zip ☐ **See attached** for additional defendants.

Answer and Counterclaim (Small Claims)

Case No. _____

ANSWER

I am the defendant (or an authorized representative of the defendant):

Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.	☐ 1. This matter **IS NOT** contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law. **-OR-**
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.	☐ 2. This matter **IS** contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows: ☐ **See attached** for additional information. _____ _____
Check the box if you need more room and attach any additional pages. See *Pre-Judgment: Basic Steps to Small Claims Service* (SC-6050V).	

Counterclaim/Demand

Check the box if there is no counterclaim/demand and go to the signature section.	☐ I/We do not have a counterclaim/demand against the plaintiff(s).
Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand.	☐ I/We have a counterclaim/demand against the plaintiff(s) and demand judgment against the plaintiff(s) for $ _____, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.
Briefly explain why the court should award you what you are asking for. If you are seeking to recover damages of more than $5,000 for your tort or personal injury counterclaim, or more than $10,000 for other types of counterclaims, the case may not continue in small claims court. In addition, you must pay a filing fee to the Clerk of Court, and you must send the *Notice of Counterclaim* (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed. **NOTE:** Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.	_____ _____
If you need more room, check the box and attach any additional pages to this Counterclaim. **Follow local rules for filing and serving.**	**Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.**

Signatures

Sign and print your name. Enter the date on which you signed your name. **Note:** This signature does not need to be notarized.	▶ _____ Defendant's Signature	▶ _____ Attorney's Signature
	_____ Name Printed or Typed	_____ Name Printed or Typed
	_____ Address	_____ Law Firm and Address
If an attorney is completing this form, enter your information.	_____ Email Address	_____ Email Address Telephone Number
	_____ Telephone Number Date	_____ Date State Bar No. (if any)

VI

R. C. No. 272 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 137-21-22 by City Clerk submitting a Petition for Hearing in the matter of Patrick A. Gillette v Board of Police and Fire Commission; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

R. O. No. 137 - 21 - 22. By CITY CLERK. April 6, 2022.

Submitting a Petition for Hearing in the matter of Patrick A. Gillette v Board of Police and Fire Commission.

CITY CLERK

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

IN RE:
PATRICK A. GILLETTE, PRO SE
915 North Avenue
Sheboygan, WI 53083
920-452-9914

Petitioner

V

Class Code: 30107
Personal Injury - Other
In excess of $10,000

Filed:
Case No.

Jointly and severally,

Board of Police and Fire Commissioners
For the City of Sheboygan, WI:

ROBERT LETTRE, PRESIDENT
CITY OF SHEBOYGAN
BOARD OF POLICE AND FIRE COMMISSIONERS:

AND

GERALD JONES, MEMBER of the PFC:

JEANNE KLIEJUNAS, MEMBER of the PFC:

LARRY SAMET, MEMBER of the PFC:

ANDREW HOPP, MEMBER of the PFC:

AGENT ADDRESS: SHEBOYGAN CITY HALL
828 CENTER AVENUE
SHEBOYGAN, WI 53081

Respondent(S)

PETITION FOR HEARING PURSUANT TO 42 USC 1983

Jurisdiction, venue, and subject matter established: SS 801.04, SS 801.50, SS 893.80

Parties:

1. Plaintiff is a citizen of the United States of America, a resident of the City of Sheboygan, a resident of the County of Sheboygan, and resident therefore of the State of Wisconsin. Plaintiff resides at 915 North Avenue, Sheboygan, Wisconsin, 53083

2. Defendants (Respondents) are all members of the City of Sheboygan Board of Police and Fire Commissioners. The Agent Address of the PFC Board, and all members thereof, is City Hall, 828 Center Avenue, Sheboygan, Wisconsin 53081

    a. Board of Police and Fire Commissioners
    b. Robert Lettre, president of the PFC Board
    c. Gerald Jones, Member of the PFC Board
    d. Jeanne Kliejunas, Member of the PFC Board
    e. Larry Samet, Member of the PFC Board
    f. Andrew Hopp, Member of the PFC Board

1. **The Plaintiff proceeds as Pro Se, and petitions the Court for relief under "In Forma Pauperis" and Constitutional protections regarding his right to due process and equal protection. Plaintiff reserves all Rights without prejudice.**
2. **Circuit Court form CV-410A has been submitted along with this petition.**

A-1. Whereas the Respondents owed a duty to the Plaintiff under the United States Constitution, the Constitution of the State of Wisconsin, and under Wisconsin Statute SS 62.13 and 62.13(5), Wisconsin Statutes Chapter 68, and under Wisconsin Statutes Chapter 227, and under the Municipal Code of the City of Sheboygan.

A-2. Whereas the Respondents breached that duty owed to Plaintiff by neglecting to perform, or performing in excess of authority or jurisdiction, their responsibilities under the contract of the United States Constitution, the contract of the Constitution of the State of Wisconsin, and lawful and legal statutory and municipal ordinance requirements thereof.

A-3. Whereas the Respondents, acting under color of law in their official capacities, conspired to use disinformation and malfeasance, and acted autonomously, to obtain their means, causing great injury to the Plaintiff.

Statement of Claims:

(a) Defendant Robert Lettre:
Whereas On October 4, 2021, Plaintiff did file a written formal complaint, pursuant to SS 62.13(b), with the defendant.
Whereas the defendant acted under color of law.
Whereas the above defendant did not respond to his obligation under SS 62.13(d) within the legal and lawfully mandated period of time.
Whereas this defendant, along with the Board Member listed defendants:

1. Gerald Jones
2. Jeanne Kliejunas
3. Larry Samet
4. Andrew Hopp

All acted in concert to violate the federally guaranteed civil rights of the Plaintiff:

(b) The Plaintiff therefore asserts that the defendants violated Plaintiff's federal and state civil rights to contact, US Constitution Article I Sec. 10 Clause 1, impairing the obligation of contract, the Wisconsin Constitution Article I Sec. 12 impairing the obligation of contracts.
(c) The Plaintiff therefore asserts that the defendants violated the Plaintiff's federal and state right to petition the government, First Amendment to the US Constitution, the right of the people to petition the government for redress of grievances, the Wisconsin Constitution Article I Sec. 4 The right of the people to petition the government, or any department thereof, and the Wisconsin Constitution Article I Sec. 9 Every person is entitled to a certain remedy in the laws.
(d) The Plaintiff asserts that the defendants, in all proceedings post filing of the Complaint, violated Plaintiff's federal rights of Liberty and Due Process as defined in the 5th and 14th Amendments to the US Constitution
(e) Plaintiff asserts that All rights under WI Chapter 62.13 and Chapter 68, were denied to Plaintiff. All statutory remedies were exhausted. There is no other remedy available to Plaintiff but to petition for hearing under 42 USC 1983.
(f) The evidence will show that defendants failed to respond to the Original Complaint of Plaintiff, under SS 6213(5), filed Oct 4, 2021) and have failed to respond to Motions of Discovery and Sequestration submitted to the Board,
(g) The evidence will show that the defendants relied on bias, prejudice, and disinformation while acting under color of law
(h) The evidence will show that the defendants' performance, or failure to perform, in accordance with the provisions of law, resulted in injury to the Plaintiff and to his rights to liberty, to contract, to petition the government, to due process, and any remedy afforded by statutory law.
(i) The evidence will show that the defendants disinformation and failure to act violated both procedural and substantive due process rights of Plaintiff.

(j) The evidence will show that the defendants' actions were purported to be actionable under Wis Stat 62.13 and specific to SS 62.13(5) and under the auspices of performing under that statute, did act under color of law, while doing so in violation of the law and therefore injuring the Plaintiff.

(k) The evidence will show that the defendants' operating under color of law was not in accordance with the legislative intent of performance in compliance to matters of statewide concern pursuant to SS 62.13(12), therefore denying the Plaintiff's Rights of equal protection under the law.

(l) The evidence will show that the defendants acted under color of law and acted outside the legal provisions of SS 62.13 and SS 62,13(12) regarding the legal and lawful enactment of the provisions of the City of Sheboygan Municipal Code.

(m) The evidence will show that the defendants disinformed the general public and the Plaintiff that rules they operated under were promulgated and published in accordance with the requirements of Chapter 227 of the Wisconsin State Statutes.

(n) The evidence will show that the defendants disinformed the Plaintiff that they complied with, and were all operating under the required oath of office, pursuant to the US Constitution Article I Sec VI, the Wisconsin Constitution Article IV Sec. 28, Wisconsin Statutes as defined in Chapters 19.01, and 62.09.

(o) The evidence will show that the defendants disinformed the Plaintiff that they had not vacated their official appointments, pursuant to Wisconsin State Statute Chapter 17.03.

(p) The evidence will show that the defendants were responsible for the knowledge of the law but placed their faith and confidence in the fact that the Plaintiff was Pro Se, 100 percent disabled, and believed to be incompetent in pursuing his legal and lawful Rights to pursue his claim and subsequent court proceedings.

(q) The evidence will show that the defendants deferred their statutory requirements to illegal and unlawful and unauthorized legal representation, and disinformed the Plaintiff that the Sheboygan City Attorney had the authorization of the City Council, and was authorized to represent the Board in all their business, statutory obligations, and hearings.

(r) The evidence will show that the defendants disinformed the Plaintiff that in having the City Attorney present at, and acting as counsel for the Board at their hearings would in-fact nullify the decisions of the Board.

(s) The evidence will show that the defendants acted under color of law as a political operative of an elected City Official, and without the statutory authority of law.

(t) The evidence will show that the defendants cooperatively violated Plaintiff's civil rights by total disregard, and with intent to deprive Plaintiff of his Rights, under the United States Constitution, the Wisconsin Constitution, the Statutory provisions thereof, as well as their total disregard for compliance with the Municipal Code for the City of Sheboygan.

(u) The evidence will show that the defendants disinformed the Plaintiff on the presumption that they acted in an official capacity as a Board, and as individual members of said Board, of the Sheboygan Police and Fire Commission.

(v) That in November, 2021, the Board held a public meeting, without the presence of the Plaintiff and the President of the Board, the Police Chief, and the unlawful legal representative of the board did publicly libel and cause slander to the Plaintiff

(w) The evidence will show that the Respondents were not a legal and lawful Police and Fire Commission, adopted legally and lawfully by City Ordinance.

(x) The evidence will show that the Respondents failed to take and file their oaths of office.

(y) The evidence will show that, by law, the Respondents had vacated their appointments to the Board of Police and Fire Commissioners.

(z) The evidence will show that the Respondents performed as the Board of Police and Fire Commission under the contrivance of their own rules.

The defendants acted in such an egregious, arbitrary, and capricious manner as to astound the imagination of any reasonable person.

A-4. This suit contends that the President of the Board of the Sheboygan Police and Fire Commission, and each of its respective members, violated the following Constitutional Rights of the Petitioner:

1. Plaintiff's Right to contract
2. Plaintiff's Right to petition
3. Plaintiff's Right to Liberty
4. Plaintiff's Right to certain remedies in the law
5. Plaintiff's Right to prosecute or defend his case in court
6. Plaintiff's Right to substantive and procedural due process
7. Plaintiff's Right to obtain judicial relief by imposing unjustified restrictions on his personal Rights, and doing so under the color of law.
8. Plaintiff's Right to file a complaint and appear before a legal and lawful tribunal as prescribed by SS 62.13(5)
9. Plaintiff's Right to privacy (Right not to be libeled or slandered)

Whereas the defendants all acted under color of law:

1. Acted without regard to Plaintiff's Constitutional Rights
2. Acted outside of the provisions of State Law
3. Acted outside the provisions of the Sheboygan Municipal Code
4. Acted without the provisions of the required oath of office
5. Acted after their appointments were vacated
6. Acted by promulgating rules outside of the provisions of law
7. Acted under the auspices of unauthorized legal representation

Whereas the defendants not only acted under the color of law pursuant to the provisions of 42 USC 1983:

1. The defendants violated 18 U.S.C Sec 241 and Sec 242 under the criminal sanctions for violating 42 U.S.C 1983.
2. The defendants violated Wisconsin criminal statute for Misconduct in Public Office, pursuant to SS 946.12 (1-3).

Whereas the defendants all acted with such intentional recklessness, deceit, malice, and contempt against the Plaintiff (and the public interest)

Whereas the defendants extreme conduct caused great harm and injury to the Plaintiff (and to the City of Sheboygan, and to the matters of Statewide concern)

The Plaintiff now comes before the court and pleas the court for relief and damages caused the Plaintiff by the defendants:

1. The Plaintiff petitions the court to take notice that the Sheboygan Police and Fire Commission did not, and does not, legally, and lawfully exist under the provisions of State law and the City of Sheboygan Municipal Code.
2. That the defendants did act as such Board, and members thereof, without any lawful provisions allowing them to do so
3. That the defendants did act under color of law
4. That the defendants violated the civil rights of the Plaintiff
5. That the defendants did libel and slander the Plaintiff

The Plaintiff respectfully petitions the court to award damages to the Plaintiff, as follows (and any other damages the court might find necessary to discourage the furtherance of this type of conduct from occurring again):

The Plaintiff respectfully requests the court to award the Plaintiff the following monetary relief:

Compensatory damages:

1. In the amount of $500.00 for costs
2. Injurious compensatory damage: Damage to reputation and character, and personal humiliation, evidenced by defendants' predicate conduct and independent acts of the judicial process observed by others: Libel and slander; Loss of Liberty, the right to petition a lawful and constitutionally established government agency. The loss of Due Process. Amount sought is $75,000.00
3. Any other costs the Court finds is compensable.

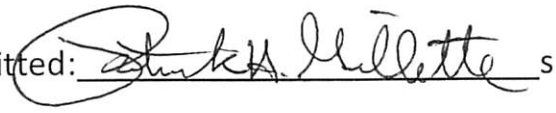
Punitive Damages: The defendants acted with recklessness, malice, and deceit. I respectfully petition the court to award punitive damages to deter defendants and others from acting in similar extreme conduct, as they acted in violation of Plaintiff's civil Rights, but to prevent further such actions, by the defendants and others, that damage the public goal of Legislative Intent of Statewide Concern. To serve a public concern Plaintiff respectfully request punitive costs in the amount of $100,000.00.

The Plaintiff request a jury to hear this case.

I, Plaintiff in this matter, declare under penalty of perjury that the forgoing is true and correct to my knowledge.

I further declare that copies of this petition were delivered, separate copy for each, to the defendants in this matter, on March 30, 2022, to the Agent Address of each of the defendants: At the Office of City Clerk, City Hall 828 Center Avenue, Sheboygan, WI, 53081

Signed this 30th day of March 2022

Respectfully Submitted:  sig.

920-452-9914
patrickgillette@att.net
915 North Avenue
Sheboygan, WI 53083

R. C. No. 122 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred the below listed claims and notices of claim, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. O. No. 122-22-23 by City Clerk submitting a claim from Johnson Financial Group for reimbursement of personal property tax paid.

2. R. O. No. 120-22-23 by City Clerk submitting a notice of claim and claim on behalf of Jamie Haack, by her attorneys, Diane M. Welsh and Eduardo E. Castro of Pines Bach LLP, for alleged damages.

3. R. O. No. 119-22-23 by City Clerk submitting a notice of claim and claim on behalf of Alexandra Guevara, by her attorneys, Diane M. Welsh and Eduardo E. Castro of Pines Bach LLP, for alleged damages;

4. R. O. No. 106-22-23 by City Clerk submitting a claim from Mary Goebel for alleged injuries that occurred when she tripped over a pipe sticking out of the ground on S. 21st Street;

5. R. O. No. 98-22-23 by City Clerk submitting a claim from Rural Mutual Insurance Company for alleged damages to their insured vehicle when a light pole fell on the vehicle;

6. R. O. No. 92-22-23 by City Clerk submitting a claim from Jeremy Willems for alleged damages to his vehicle when a chunk of debris came off a city truck and struck it;

7. R. O. No. 88-22-23 by City Clerk submitting a claim from Cristy Murray for alleged damages to her vehicle when it was hit by a garbage truck;

8. R. O. No. 64-22-23 by City Clerk submitting a claim from Zeferina Soliz for alleged damages to vehicle when it was hit by a City garbage truck;

9. R. O. No. 59-22-23 by City Clerk submitting a document from the Wisconsin State Board of Assessors regarding a Personal Property Objection received from Georgia Pacific Corrugated LLC on August 12, 2022;

10. R. O. No. 50-22-23 by City Clerk submitting an update to Notice of Claim submitted by Mary E. Sommersberger on October 16, 2019 for alleged injuries from a fall on Sunnyside Avenue;

11. R. O. No. 140-22-23 by City Clerk submitting a settlement agreement by and between Sheboygan Paper Box Co. and the Wisconsin Department of Revenue.

All R. O.'s have been reviewed by staff with the recommendation to file all claims and notices of claims.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 122 - 22 - 23. By CITY CLERK. March 20, 2023.

Submitting a claim from Johnson Financial Group for reimbursement of personal property tax paid.

CITY CLERK

F+P

MKC
Claim # 24-2[illegible]
3-[illegible]
MAR 7 '23 PM 2:[illegible]

Item 11.

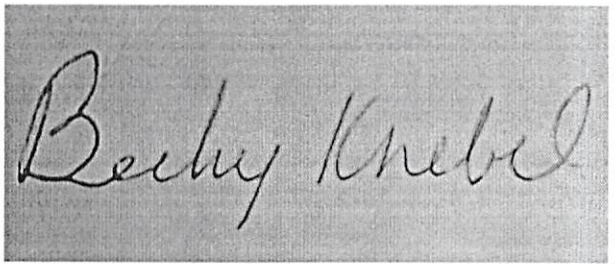
DeBruin, Meredith

From: bknebel@johnsonfinancialgroup.com
Sent: Tuesday, March 7, 2023 8:17 AM
To: DeBruin, Meredith
Subject: Personal Property Tax Reimbursement

Hello,

The 2022 personal property tax bill #2134 in the amount of $74.35 was based on an incorrect 2022 assessment. We showed the equipment as disposed when we did our annual PA-003 2022 filing, however it was missed by your office, which resulted in the erroneous assessment and billing. We paid the bill this year, and are now requesting reimbursement in the amount of $74.35.

Becky Knebel



Becky Knebel
Johnson Financial Group | Officer Business Analyst
555 Main Street Racine, WI 53403
☎ Phone: 262.619.2943 | Fax: 262.619.8340 | bknebel@johnsonfinancialgroup.com | www.treatmelikefamily.com

II

R. O. No. 120 - 22 - 23. By CITY CLERK. March 6, 2023.

Submitting a notice of claim and claim on behalf of Jamie Haack, by her attorneys, Diane M. Welsh and Eduardo E. Castro of Pines Bach LLP, for alleged damages.

FTP

CITY CLERK

claim #23-22

MAR 2'23 PM

NOTICE OF CLAIM & CLAIM PURSUANT TO WIS. STAT. § 893.80

TO: City of Sheboygan
City Hall
828 Center Avenue
Sheboygan, WI 53081

Todd Wolf, Former City Administrator
c/o Charles C. Adams, City Attorney
City Hall, Suite 210
828 Center Avenue
Sheboygan, WI 53081

Process Server
Date 3/2/23 Time 2:40 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

CLAIMANT:

Jamie Haack
1722 N. 25th Street
Sheboygan, WI 53081

NATURE OF CLAIM:

This is a Notice of Claim and Claims made on behalf of Jamie Haack, by her attorneys, Diane M. Welsh and Eduardo E. Castro of Pines Bach LLP, pursuant to Wis. Stats. § 893.80(1d) (a) & (b). Ms. Haack has claims for damages against the City of Sheboygan and former City Administrator Todd Wolf, who at all times relevant to Ms. Haack's claims, acted in his official capacity as City Administrator for the City of Sheboygan. Ms. Haack has been repeatedly defamed by Mr. Wolf. Ms. Haack has authorized Pines Bach to file and serve the Notice of Claim and Claim on her behalf.

Jamie Haack is a resident of the City of Sheboygan, a community activist, and member of the Sheboygan Diversity, Equity, Inclusion, and Belonging group

("Sheboygan DEIB"). On or about October 5, 2022, at former City Administrator Todd Wolf's invitation, Ms. Haack attended a lunch meeting with Mr. Wolf to discuss diversity, equity, and inclusion efforts at the City. At no point during their October 5 lunch meeting did Ms. Haack: 1) represent that she or any other member of Sheboygan DEIB could offer DEI training or consultation to City officials or employees; 2) request that the City of Sheboygan pay her, Sheboygan DEIB, or any person affiliated with Sheboygan DEIB; or 3) threaten or insinuate that she or Sheboygan DEIB would publicly "oppose" Mr. Wolf in any way.

On or about November 7, 2022, Mr. Wolf sent correspondence to members of the City of Sheboygan Common Council. (Exhibit A, attached hereto). In this correspondence, Mr. Wolf accused Ms. Haack and fellow member of Sheboygan DEIB Ale Guevara of "threats, bribery, and potential extortion." (Exh. A at 1). Further, Mr. Wolf accused Ms. Haack and Ms. Guevara of:

- Demanding to know "how much money [the city/Mr. Wolf] had to spend on them," and that they needed money "up front"
- Threatening that, "if you do not pay us, we will publicly oppose you…we will oppose any expert or group regarding DEIB initiatives that you try to institute or support unless you pay us now for us to give you the groups"
- Claiming that Ms. Guevara and Ms. Haack demanded to be paid $70,000.00 by the City of Sheboygan.

Exh. A at 2.

Mr. Wolf sent this correspondence on City of Sheboygan letterhead and from the Office of the City Administrator. (Exh. A at 1.). Since November 7, 2022, Mr. Wolf and others have repeated these allegations widely, including on local radio, in the press, on

fundraising platforms, and at local political events. Mr. Wolf began spreading these allegations in his official capacity as the City Administrator for the City.[1]

These allegations are undeniably false and constitute defamation. As an internal investigation conducted at the behest of the City revealed, "there was evidence that Todd Wolf had a fictional manifestation of blackmail (not credible)." (Exhibit B at 5, attached hereto). The City Common Council has also acknowledged the harm that Mr. Wolf's has caused to the "reputation of [Ms. Haack] and [Ms. Guevara]." (Exh. B at 5).

As a result of Mr. Wolf's defamatory statements, Ms. Haack has suffered damage. Of particular concern are the allegations, by a public official, accusing her of committing criminal acts. The reckless, defamatory statements have forced Ms. Haack to retain and expend resources on legal counsel. Further, her reputation has been tarnished by these false allegations.

Accordingly, Ms. Haack claims $20,000.00 for her damages from the defamatory statements made by Mr. Wolf. Ms. Haack also seeks a public retraction of Mr. Wolf's allegations and an apology from the City of Sheboygan.

[1] The defamatory statements have not ceased. Since Mr. Wolf was terminated from his position as City Administrator, he has now repeated these allegations in a publicly available filing in the Eastern District of Wisconsin, Case No. 23-cv-149, *Wolf v. City of Sheboygan, et. al.* The focus of this claim, however, is only on remarks Mr. Wolf made while Administrator.

Dated this 2nd day of March, 2023

PINES BACH LLP

Diane M. Welsh, SBN 1030940
Eduardo E. Castro, SBN 1117805
122 W. Washington Ave., Ste. 900
Madison, WI 53703
Telephone: 608-251-0101
Facsimile: 608-251-2883
dwelsh@pinesbach.com
ecastro@pinesbach.com

Attorneys for Claimant

HEIDI K. BUTTCHEN NOTARY PUBLIC STATE OF WISCONSIN

Subscribed and sworn to before me this 2nd day of March, 2023.

Heidi K. Buttchen
Notary Public, State of Wisconsin
My Commission Expires: 9/1/25

cc: Attorney Charles C. Adams, City Attorney
City Hall, Suite 210
828 Center Avenue
Sheboygan, WI 53081

EXH A

City of Sheboygan
spirit on the lake

November 7, 2022

RE: CONFIDENTIAL: NOTICE TO COMMON COUNCIL OF CONCERNS RELATED TO THREATS AND POLITICAL INFLUENCE AT CITY HALL

Dear Honorable Common Council Members for the City of Sheboygan,

I know that I have briefly mentioned some of these troubling issues to you in other forums as well as to other officials within the City, but I wanted to provide this Notice to each of you with factual details for your convenience. I believe this information is vitally important for the City, and it goes directly to the safety and security of the City of Sheboygan, the citizens and taxpayers, and to the City's employees, staff, and personnel.

I was appointed and hired to this position in July of 2020 and have been honored and privileged to serve in this important role under the oversight and leadership of Sheboygan's Common Council. As you know, the position of City Administrator was created and passed into law in 2011 for this wonderful City because of the lawful measures taken by its Alderpersons to ensure that political influence or facets of corruption would be a minor threat to taxpayer dollars, contracts, partnerships, employment decisions or City business. I was honored to be selected for this position based on my extensive qualifications in previous multi-million-dollar business management roles, project oversight, compliance and the utmost of integrity, honesty, and business acumen.

Since I started as Sheboygan's City Administrator just over two years ago, with your support and the help of my excellent staff and the employees of the City, we have accomplished immeasurable tasks—all of which has exponentially helped the City by saving millions of taxpayer dollars, ensuring vast processes of oversight over City contracts and partnerships, building and creating an environment of trust and investment in the development of City employees, bringing in diversity training, and overseeing guidelines to aid the community and our strategic partnerships therein; as well as instituting processes and plans that protect the City from any litigation pursuant to local, state, or federal law. While it is impossible to avoid any litigation, the job of the City Administrator is to ensure the processes, systems, reports, and guidelines best protect the City from such actions.

For the convenience of yourselves and the Common Council as a body, I have drafted a list of my main accomplishments as City Administrator to date and I can provide that to the Common Council upon request.

As part of my duties in reporting directly to the Common Council on matters within the duties and guidelines of the City Administrator to date, there are a few highly crucial issues that I am bringing to your attention in this letter. Please note, that while I have previously shared with some of you and the Mayor much of the information in this letter within compliance of applicable policies, for your benefit and convenience, I felt it necessary to outline my main concerns so that Council, in their exclusive authority, may have the resources and information to act in the best interests of the citizens and the City:

1. **Threats, bribery and potential extortion from politically tied activists that affect the City, citizens, and employees specifically from August 2022 – November 2022.**

OFFICE OF THE CITY ADMINISTRATOR

CITY HALL
828 CENTER AVENUE
SUITE 300
SHEBOYGAN, WI 53081

920-459-3315
todd.wolf@sheboyganwi.gov

www.sheboyganwi.gov

As you know, on August 16, 2022, an unknown citizen came to a neighborhood meeting and made a racial slur at the public forum. The meeting took place under the Department of Planning & Development, but Director Pelishek was not in attendance per his duties and employee protocol. Director Pelishek's employee that was present informed him of her concerns in seeking guidance on how to handle these situations and Director Pelishek immediately emailed myself and Mayor Ryan Sorenson to ask for guidance and advice on how our City employees could handle such a meeting. Mayor Sorenson never replied to Director Pelishek, and I allowed him to raise the issue at our closed management meeting on August 22, 2022 based on the Mayor's failure to respond to him. Director Pelishek never repeated the racial slur at that meeting until another Director demanded that he explain what was stated—which he did in response to the other director's request.

It came to my attention that this other Director immediately left the 8/22 meeting to contact multiple persons outside of City government to inform them that a "racial slur" was used by Director Pelishek—something that this Director has now admitted to on multiple occasions and has been documented. ALL of this occurred between August 22 – 23, 2022. The article published by Maya Hilty of the Sheboygan Press came out on October 11, 2022. Maya Hilty implied that her "source" for the information from this meeting did not come forward to her until roughly 1 week prior to the publication of her article.

In late August and September 2022, I made several calls with DEIB leaders in the community and was referred to the "Sheboygan DEIB" group, where a City employee set up a meeting with "Sheboygan DEIB" reps Jamie Haack and Ale Guevara. Director Pelishek came with me as the officer charged with grant proposals and development. I expected at this meeting to be provided with solutions, a business proposal, strategies or a list of trusted experts to retain for DEIB training. Such paperwork is mandatory when dealing with paying out taxpayer dollars to consultants or other vendors. However, at the October 5 meeting, Ms. Guevara and Haack immediately asked me to tell them "how much money [the city] I had to spend on them" and that they needed that up front to provide me any list and would not provide details related to oversight. They did not give me any number but stated I / City needed to pay them just to provide a list of their approved partners or experts. I told them that I could not write them a check without any oversight or information on any groups they would hire with City money that we had no say over or knowledge of.

Finally, the women stated, "if you do not pay us, we will publicly oppose you....we will oppose any expert or group regarding DEIB initiatives that you try to institute or support unless you pay us now for us to give you the groups." The threats continued briefly, but I politely reiterated that I would not write a check with taxpayer money under such circumstances because there needed to be oversight, and I left the October 5, 2022 meeting with the two Sheboygan DEIB representatives. At the time, I was unsure how they would "oppose me publicly," but I was focused on doing my job for the City rather than worrying about political threats for money from the City. Upon further inspection, I discovered that the "Sheboygan DEIB" has never been a legitimate registered entity in the State of Wisconsin under the Dept of Financial Institutions or in any other legitimate entity fashion. As Such, I am uncertain whether they were demanding upfront checks payable to themselves and still unsure any details in how they wanted to use the money. I have since learned that the amount Ms. Guevara and Ms. Haack are requesting on behalf of the Sheboygan DEIB group to be paid by the City is $70,000.00.

Now, in no way am I saying this issue applies to all persons connected to the Sheboygan DEIB group, and I have many friendly communications with other connected individuals to DEIB initiatives that are unaware of what I am stating herein.

Had I written a check to the two women on October 5, that would have been an egregious violation of the taxpayer and City's trust in the mismanagement of its taxes, finances, and City budgetary concerns —especially since there would have been zero oversight or accountability for the funds or how they used the City's funds. I did contact several other DEIB-connected experts after that meeting to obtain their feedback and nearly all of the other experts, I contacted stated that Ms. Haack and Ms. Guevara were out of line and wrong to demand money up front without providing any assurances or information on their process.

After I left that October 5 meeting with Director Pelishek following the threats from Ms. Guevara and Ms. Haack, Sheboygan Press's Maya Hilty immediately was informed of the August 22 meeting involving Director Pelishek responding to Director Rendall-Araujo's request that he tell her was said ("racial slur"). Featured prominently in Ms. Hilty's article was Ale Guevara, who called out both myself and Director

Pelishek fervently. This came out less than 1 week after the meeting where I was threatened along with Director Pelishek to write this 'Sheboygan DEIB" group a blank check.

Then, at the Open Session of Council's October 17 meeting, Jamie Haack—the other person at the October 5 meeting—spoke to Council and stated, "I urge the Council to seriously evaluate the personnel placements of Mr. Pelishek and Mr. Wolf and their current and future abilities to serve in their roles with the knowledge, transparency and values of equity and respect that are so needed in their positions."

Clearly, both the initial article (and the follow ups) as well as the speech before council by the two women who threatened me to write them a check with taxpayer money were them making good on their threats and following through because I refused to pay them a blank check without any information—knowing now that had I done so, neither of them would have publicly been involved in the Hilty article or spoken to demand my termination before Council.

At this time, I am uncertain of further measures that certain representatives with the Sheboygan DEIB group have done in continuing to follow through with their threats; but I wanted to inform the Council that I do not regret my decision on October 5 in any way.

I will never cave to political threats, bribes, or extortion efforts from political activists when it comes to City partnerships and City money because I am tasked with ensuring the fullest transparency, accountability, and lawful actions with managing the budget, vendors, and hiring decisions for the City.

I am asking that Council support me in my decision on October 5 and support my statements, even if a young journalist took those out of context. I have been informed that larger media networks in Sheboygan intentionally chose to ignore Ms. Hilty's article because it seemed like an unsubstantiated "smear piece."

Next, related to some of the false accusations against me in the press or publicly, I wanted to address one faction of the October 11 article in the Sheboygan press that was misconstrued and falsely characterized. During my my time as City Administrator, I have instituted training and guidance for the staff and offices of the City that comply with law while building a positive team environment. The approved experts that have aided in these seminars use the term "safe space" to connote positive work environments, but this term also relates to laws involving sharing of confidential government matters that are not subject to public disclosure—namely personnel information.

Breaching such confidential government protocols that are meant to protect internal audits, investigations and *mainly personnel information* is is a violation of law and City policies; especially when done for the purpose of providing *false* confidential personnel information about another employee for a political purpose. Specifically, one of the key justifications for instituting confidentiality within personnel meetings and communications is to protect the City, the employees, and the taxpayers from the high potential of such information to be "intentionally distorted" for political reasons that can lead to a chain-of-events—which I believe has happened in this matter. All of this has led to severe health and stress on myself, many City employees and Director Pelishek in something that should have been completely avoided. I was rightfully concerned by this breach because (1) it incited a false story by a politically-motivated groups without any factual justification; (2) it led to punishing the one Director (Pelishek) who was actually requesting more diversity and legal guidance for his staff from the Mayor and others, which the City should not punish; and (3) it opened the door to political blackmail and threats including the October 5 meeting, despite the fact that it all started because Mr. Pelishek was concerned about racism and wanted to report that and help City staff deal with it and address it.

Because of some of the statements, threats, and attacks against myself and my reputation over the previous few months with false accusations, I have not yet written up the other director responsible for demanding that Mr. Pelishek repeat the statement and who leaked that statement in a false light after that; but I have every justification to still do so at this time. I would like Council's support in doing this without my fear of further action against me or my position. As of now, because of the "political pressure" on me and recent threats and directives that I "not speak to this matter at all," we have now sent the proverbial "message" to City personnel that leaking any confidential information such as personnel records, confidential closed

meeting information, and especially lies about confidential meetings is acceptable to the City; and those who oppose it (myself, etc) will be punished or defamed. I would like the Council's help in avoiding that messaging to our City personnel and the City as whole.

AS the day-to-day manager over most City employees, I am very aware of their health issues, concerns, and stress related specifically to how items are being addressed by political factions. These political matters do not involve my role; and should never be a threat to our employees who work so hard. Because my hands have been tied in some of these political situations, the employees feel as though I am powerless to support them as City Administrator given the attacks and now introduced legislation to reduce some of my duties and ability to speak directly to government matters.

2. Respectful Request for the City Administrator to have regular meetings with the Common Council with regular weekly or monthly written updates (from the City Administrator) on any general issues, personnel matters, or political concerns known to the City Administrator that only the Common Council in their exclusive authority should be handling.

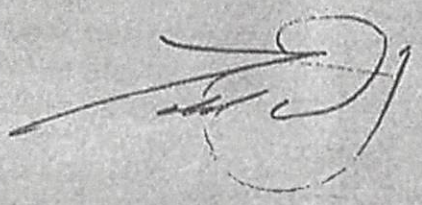
I do believe that it would benefit the Council and the City to allow me regular meetings with the Council or written updates with any confidential concerns of a political nature (such as those referenced herein) to help you, the Council, and the City, in doing my job to the best of my ability; and allowing the Council to handle all politically-motivated issues that are or may affect the City or my duties—all of which are not part of my job duties since I am not a political player nor a politician, and I defer to your oversight on all such matters.

Although I have kept detailed confidential records related to the prior Director of Human Resources, I do have more information on that situation that I believe Council should be apprised of and I am respectfully requesting the opportunity to do that with Council in a confidential meeting to protect the individual wherein I can provide detailed information to Council and explain fully my positions on the current role and vacancy. In general, not only must the city comply with laws related to the use, distribution and management of public monies ("taxpayer dollars"), but also to how employees, officers, and other roles within the City are filled.

I have been denied the opportunity to speak to you, the media, or many others; and I wanted to ensure that the Council has more information related to my duties in my role as City Administrator, the current situation, and other concerning information that I believe Council should be made aware of. Again, I have further details, documentation, and records available to you upon request related to this communication and reporting to you; as well as details of other matters that I would like the opportunity to raise with Council.

I do thank all of you fervently for your time and careful consideration of this important notice and communication.

Sincerely,



Todd Wolf
City Administrator

Closed session 10-17-22 called to order at 7:06 p.m.

Alderpersons present: Felde, Ackley, Salazar, Perrella, Filicky-Peneski, Rust Dekker, Mitchell, Heidemann, Ramey – 10.

Present: Mayor Ryan Sorenson, City Attorney Chuck Adams, and City Clerk Meredith DeBruin

Council President and Vice President in City Hall on Thursday and Friday of previous week talking to employees and Mayor and City Administrator.

Council presented timeline of events. Discussion on why the City has an Administrator. Review of Municipal Code with regards to duties of City Administrator.

Discussed options:

Reprimand – public vs private

Direct to get training and/or mentor

Performance Improvement plan

There was not a sense if there should be a public reprimand (not in agreement).

Sense of council that the following should happen:

1. Mayor should talk to Todd and tell him he is responsible for any reprimands associated with Chad.
2. Mayor should talk to Chad that Todd is his boss and the council will not be acting on anything regarding Chad (they only oversee Todd).
3. Direct City Attorney office to draft Resolution that Todd should not participate in the hiring of the HR Director (all ayes, Mitchell indifferent) – with this to be submitted next Monday.
4. Direct Todd officially not to participate in any more PR

Adjourn at 9:15 p.m. in closed session Rust/Dekker

10/24/22

Called to order at 6:08 p.m.

Present:

Mayor Ryan Sorenson, Asst City Attorney Liz, City Clerk Meredith DeBruin and 10 Alders (Felde, Filicky-Peneski, Salazar, Ackley, Ramey, Dekker, Perrella, Rust, Mitchell, Heidemann).

Several job descriptions from the City Administrators position were distributed (one updated in 2020 removed Council and Mayor from some wording – did not have council approval).

Council address 3 things –

1- What is correct job description?
2- Performance review (not related to current situation – just needs to be completed)
3- Performance Improvement plan for City Administrator

Questions to be addressed:

Who is decider of action taken if Todd presses back?

See if comments re: Library was in Todd's file?

Review contract with Alonzo to see if report was to be given/taken.

Reviewed that if disciplinary action is not public – need to have common message.

Review retaliation policy from the City Handbook.

Assistant City Attorney Liz took notes regarding the description of the events and questions to ask Todd for his part of the performance review.

Adjourn at 8:42 p.m.

Notes from Closed Session 11-7-22

Start: 6:18pm

25.MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. § 19.85(1)(e) for deliberating or negotiating the investing of public funds or conducting other specified public business whenever competitive or bargaining reasons require a closed session; to wit: discussions regarding possible development incentives for affordable housing projects currently known as the former Koepsell property redevelopment and the S. 14th and Illinois Avenue projects

[redacted]

AND under the exemption provided in Wis. Stat. § 19.85(1)(f) for preliminary consideration of specific personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations.

PRESENT: Mayor Ryan Sorenson, Attorney Charles Adams, Attorney Liz Majerus, Alderperson Dean Dekker, Alderperson Joe Heidemann, Alderperson Amanda Salazar, Alderperson Angela Ramey, Alderperson Zach Rust, Alderperson Trey Mitchell, Alderperson Grazia Perrella, Alderperson Betty Ackley, Alderperson Barb Felde, Alderperson Roberta Filicky-Peneski (appeared remotely)

Alderperson Heidemann requests to make a motion, Mayor states that he is not accepting motions at this time. Chuck explains that most motions need to be made in open session. Mayor said he would open it up to motion discussion once he introduced a few things.

Mayor Sorenson: All should have received the letter from Administrator Wolf via email and I believe it was placed on your chair. Mayor is concerned about City employees and morale at City Hall. There is a continued strain of public records requests being placed on various offices and that there is a question of trust in City leadership.

Attorney Adams: If there are any questions, we are here to answer them. There is a performance improvement plan placed in your binders if you wish to consider that. We're not here to direct you in any certain way or decision but to act as a guide for decisions you are considering but know that our liability concerns have changed.

Mayor Sorenson: the issues are starting to spiral and that is based on an administrative issue.

Alderperson Heidemann: wants to make a motion to give Administrator Wolf a verbal warning and place in his personnel file. If he is good for 6 months, we remove it from his personnel file.

Attorney Adams: that's a motion for open session as it's an act of discipline which needs to be made in open session.

Discussion is had about possible courses of action regarding Administrator Wolf. Attorney Adams explained that there are 3 levels to which that the council can/should act tonight.

1) Performance Improvement Plan
2) Vote of No Confidence
3) Actual Action being Suspension/Termination

More discussion is had between council on which course of action to take.

Consensus of council: place on 6-month Administrative leave.

Motion to Reconvene in Open session made by Alderperson Dekker, 2nd by Alderperson Ackley

All Aye, Motion Passed 8:25pm

Closed Session 1-4-23

6:24 p.m.

Finance Director Krueger, Fire Chief Montellano, Director of Public Works Biebel, City Engineer Sazama. IT Director Bushman, Assistant City Attorney Majerus, Director of Planning and Development Pelishek, City Attorney Adams, City Clerk DeBruin, Mayor Sorenson, Ald. Mitchell, Heidemann, Ackley, Salazar, Ramey, Rust, Filicky-Peneski, Felde, Dekker, Perrella.

[redacted]

Began 2nd half:

City Attorney Adams, Assistant City Attorney Majerus, City Clerk DeBruin, Mayor Sorenson, Ald. Mitchell, Heidemann, Ackley, Salazar, Ramey, Rust, Filicky-Peneski, Felde, Dekker, Perrella, Jim and Jill (attorneys)

Jim gave brief overview of what should/should not be discussed – advised council that this was not a decision on what outcome there should be. Also advised that this is a high liability situation and told everyone not to discuss outside of room.

Jill gave brief synopsis of the investigation, stating that there was significant evidence that Todd Wolf violated policies and the law and failed to comply with council directives. Also, stated there was evidence that Todd Wolf had a fictional manifestation of blackmail (not credible). Todd Wolf stated there were "different levels of law". Also, there was significant evidence of communications belittling the mayor and assertions against female council members. Significant evidence for a hearing.

Council 3 options:

1. Hearing? City draft allegations and evidence and witnesses and Todd would do the same (determine cause). Usually in closed session, however Todd can request it be in open session.
2. Terminate with no cause – 6 months pay and benefits
3. Do not pursue and bring Todd back

Discussion occurred, not limited to the impact on employees, the cost to the City, Todd's rights, asking Todd to follow a nondisclosure, City's reputation, reputation of Jamie and Ali (cease and desist from their lawyers).

Council

Mitchell and Heidemann for number 1

Other 8 – for number 2

Decision to hold Special council meeting where all council members could be present. Monday, January 9 immediately following Finance and Personnel.

Attorney's office will draft Resolution and agenda will be posted by Friday.

Adjourn at 9:06 Ackley/Filicky-Peneski. All ayes.

II

R. O. No. 119 - 22 - 23. By CITY CLERK. March 6, 2023.

Submitting a notice of claim and claim on behalf of Alexandra Guevara, by her attorneys, Diane M. Welsh and Eduardo E. Castro of Pines Bach LLP, for alleged damages.

FTP

CITY CLERK

Claim #22-22

MAR 2 '23 PM 2

NOTICE OF CLAIM & CLAIM PURSUANT TO WIS. STAT. § 893.80

TO: City of Sheboygan
c/o Charles C. Adams, City Attorney
City Hall
828 Center Avenue
Sheboygan, WI 53081

Todd Wolf, Former City Administrator
c/o Charles C. Adams, City Attorney
City Hall, Suite 210
828 Center Avenue
Sheboygan, WI 53081

Process Server
Date 3/2/23 Time 2:40 am/pm
( ) Personal ( ) Substitute
( ) Posted (/) Corporate

CLAIMANT:

Alexandra Guevara
4020 Lakeshore Road
Sheboygan, WI 53083

NATURE OF CLAIM:

This is a Notice of Claim and Claims made on behalf of Alexandra Guevara, by her attorneys, Diane M. Welsh and Eduardo E. Castro of Pines Bach LLP, pursuant to Wis. Stats. § 893.80(1d) (a) & (b). Ms. Guevara has claims for damages against the City of Sheboygan and former City Administrator Todd Wolf, who at all times relevant to Ms. Guevara's claims, acted in his official capacity as City Administrator for the City of Sheboygan. Ms. Guevara has been repeatedly defamed by Mr. Wolf. Ms. Guevara has authorized Pines Bach to file and serve the Notice of Claim and Claim on her behalf.

Alexandra Guevara is a resident of the City of Sheboygan, a community activist, and member of the Sheboygan Diversity, Equity, Inclusion, and Belonging group

("Sheboygan DEIB"). On or about October 5, 2022, at former City Administrator Todd Wolf's invitation, Ms. Guevara attended a lunch meeting with Wolf to discuss diversity, equity, and inclusion efforts at the City of Sheboygan (the "City"). At no point during their October 5 lunch meeting did Ms. Guevara 1) represent that she or any other member of Sheboygan DEIB could offer DEI training or consultation to City officials or employees; 2) request that the City of Sheboygan pay her, Sheboygan DEIB, or any person affiliated with Sheboygan DEIB; or 3) threaten or insinuate that she or Sheboygan DEIB would publicly "oppose" Mr. Wolf in any way.

On or about November 7, 2022, Mr. Wolf sent correspondence to members of the City of Sheboygan Common Council. (Exhibit A, attached hereto). In this correspondence, Mr. Wolf accused Ms. Guevara and fellow member of Sheboygan DEIB Jamie Haack of "threats, bribery, and potential extortion." (Exh. A at 1). Further, Mr. Wolf accused Ms. Haack and Ms. Guevara of:

- Demanding to know "how much money [the city/Mr. Wolf] had to spend on them," and that they needed money "up front"
- Threatening that, "if you do not pay us, we will publicly oppose you…we will oppose any expert or group regarding DEIB initiatives that you try to institute or support unless you pay us now for us to give you the groups"
- Claiming that Ms. Guevara and Ms. Haack demanded to be paid $70,000.00 by the City of Sheboygan

Exh. A at 2.

Mr. Wolf sent this correspondence on City of Sheboygan letterhead and from the Office of the City Administrator. (Exh. A at 1.). Since November 7, 2022, Mr. Wolf and others have repeated these allegations widely, including on local radio, in the press, on

fundraising platforms, and at local political events. Mr. Wolf began spreading these allegations in his official capacity as the City Administrator for the City.[1]

These allegations are undeniably false and constitute defamation. As an internal investigation conducted at the behest of the City revealed, "there was evidence that Todd Wolf had a fictional manifestation of blackmail (not credible)." (Exhibit B at 5, attached hereto). The City Common Council has also acknowledged the harm that Mr. Wolf's has caused to the "reputation of [Ms. Haack] and [Ms. Guevara]." (Exh. B at 5).

As a result of Mr. Wolf's defamatory statements, Ms. Guevara has suffered damage. Of particular concern are the allegations, by a public official, accusing her of committing criminal acts. The reckless, defamatory statements have forced Ms. Guevara to retain and expend resources on legal counsel. Further, her reputation has been tarnished by these false and defamatory allegations.

Accordingly, Ms. Guevara claims $20,000.00 for her damages from the defamatory statements made by Mr. Wolf. Ms. Guevara also seeks a public retraction of Mr. Wolf's allegations and an apology from the City.

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[1] The defamatory statements have not ceased. Since Mr. Wolf was terminated from his position as City Administrator, he has now repeated these allegations in a publicly available filing in the Eastern District of Wisconsin, Case No. 23-cv-149, *Wolf v. City of Sheboygan, et. al.* The focus of this claim, however, is only on remarks Mr. Wolf made while Administrator.

Dated this 2nd day of March, 2023

PINES BACH LLP

Diane M. Welsh, SBN 1030940
Eduardo E. Castro, SBN 1117805
122 W. Washington Ave., Ste. 900
Madison, WI 53703
Telephone: 608-251-0101
Facsimile: 608-251-2883
dwelsh@pinesbach.com
ecastro@pinesbach.com

Attorneys for Claimant

HEIDI K BUTTCHEN NOTARY PUBLIC STATE OF WISCONSIN

Subscribed and sworn to before me this 2nd day of March, 2023.

Heidi K Buttchen
Notary Public, State of Wisconsin
My Commission Expires: 9/1/25

cc: Attorney Charles C. Adams, City Attorney
City Hall, Suite 210
828 Center Avenue
Sheboygan, WI 53081

EXHIBIT A

City of Sheboygan
spirit on the lake

November 7, 2022

RE: CONFIDENTIAL: NOTICE TO COMMON COUNCIL OF CONCERNS RELATED TO THREATS AND POLITICAL INFLUENCE AT CITY HALL

Dear Honorable Common Council Members for the City of Sheboygan,

I know that I have briefly mentioned some of these troubling issues to you in other forums as well as to other officials within the City, but I wanted to provide this Notice to each of you with factual details for your convenience. I believe this information is vitally important for the City, and it goes directly to the safety and security of the City of Sheboygan, the citizens and taxpayers, and to the City's employees, staff, and personnel.

I was appointed and hired to this position in July of 2020 and have been honored and privileged to serve in this important role under the oversight and leadership of Sheboygan's Common Council. As you know, the position of City Administrator was created and passed into law in 2011 for this wonderful City because of the lawful measures taken by its Alderpersons to ensure that political influence or facets of corruption would be a minor threat to taxpayer dollars, contracts, partnerships, employment decisions or City business. I was honored to be selected for this position based on my extensive qualifications in previous multi-million-dollar business management roles, project oversight, compliance and the utmost of integrity, honesty, and business acumen.

Since I started as Sheboygan's City Administrator just over two years ago, with your support and the help of my excellent staff and the employees of the City, we have accomplished immeasurable tasks—all of which has exponentially helped the City by saving millions of taxpayer dollars, ensuring vast processes of oversight over City contracts and partnerships, building and creating an environment of trust and investment in the development of City employees, bringing in diversity training, and overseeing guidelines to aid the community and our strategic partnerships therein; as well as instituting processes and plans that protect the City from any litigation pursuant to local, state, or federal law. While it is impossible to avoid any litigation, the job of the City Administrator is to ensure the processes, systems, reports, and guidelines best protect the City from such actions.

For the convenience of yourselves and the Common Council as a body, I have drafted a list of my main accomplishments as City Administrator to date and I can provide that to the Common Council upon request.

As part of my duties in reporting directly to the Common Council on matters within the duties and guidelines of the City Administrator to date, there are a few highly crucial issues that I am bringing to your attention in this letter. Please note, that while I have previously shared with some of you and the Mayor much of the information in this letter within compliance of applicable policies, for your benefit and convenience, I felt it necessary to outline my main concerns so that Council, in their exclusive authority, may have the resources and information to act in the best interests of the citizens and the City:

1. **Threats, bribery and potential extortion from politically tied activists that affect the City, citizens, and employees specifically from August 2022 – November 2022.**

OFFICE OF THE CITY ADMINISTRATOR

CITY HALL
828 CENTER AVENUE
SUITE 300
SHEBOYGAN, WI 53081

920-459-3315
todd.wolf@sheboyganwi.gov

www.sheboyganwi.gov

As you know, on August 16, 2022, an unknown citizen came to a neighborhood meeting and made a racial slur at the public forum. The meeting took place under the Department of Planning & Development, but Director Pelishek was not in attendance per his duties and employee protocol. Director Pelishek's employee that was present informed him of her concerns in seeking guidance on how to handle these situations and Director Pelishek immediately emailed myself and Mayor Ryan Sorenson to ask for guidance and advice on how our City employees could handle such a meeting. Mayor Sorenson never replied to Director Pelishek, and I allowed him to raise the issue at our closed management meeting on August 22, 2022 based on the Mayor's failure to respond to him. Director Pelishek never repeated the racial slur at that meeting until another Director demanded that he explain what was stated—which he did in response to the other director's request.

It came to my attention that this other Director immediately left the 8/22 meeting to contact multiple persons outside of City government to inform them that a "racial slur" was used by Director Pelishek—something that this Director has now admitted to on multiple occasions and has been documented. ALL of this occurred between August 22 – 23, 2022. The article published by Maya Hilty of the Sheboygan Press came out on October 11, 2022. Maya Hilty implied that her "source" for the information from this meeting did not come forward to her until roughly 1 week prior to the publication of her article.

In late August and September 2022, I made several calls with DEIB leaders in the community and was referred to the "Sheboygan DEIB" group, where a City employee set up a meeting with "Sheboygan DEIB" reps Jamie Haack and Ale Guevara. Director Pelishek came with me as the officer charged with grant proposals and development. I expected at this meeting to be provided with solutions, a business proposal, strategies or a list of trusted experts to retain for DEIB training. Such paperwork is mandatory when dealing with paying out taxpayer dollars to consultants or other vendors. However, at the October 5 meeting, Ms. Guevara and Haack immediately asked me to tell them "how much money [the city] I had to spend on them" and that they needed that up front to provide me any list and would not provide details related to oversight. They did not give me any number but stated I / City needed to pay them just to provide a list of their approved partners or experts. I told them that I could not write them a check without any oversight or information on any groups they would hire with City money that we had no say over or knowledge of.

Finally, the women stated, "if you do not pay us, we will publicly oppose you....we will oppose any expert or group regarding DEIB initiatives that you try to institute or support unless you pay us now for us to give you the groups." The threats continued briefly, but I politely reiterated that I would not write a check with taxpayer money under such circumstances because there needed to be oversight, and I left the October 5, 2022 meeting with the two Sheboygan DEIB representatives. At the time, I was unsure how they would "oppose me publicly," but I was focused on doing my job for the City rather than worrying about political threats for money from the City. Upon further inspection, I discovered that the "Sheboygan DEIB" has never been a legitimate registered entity in the State of Wisconsin under the Dept of Financial Institutions or in any other legitimate entity fashion. As Such, I am uncertain whether they were demanding upfront checks payable to themselves and still unsure any details in how they wanted to use the money. I have since learned that the amount Ms. Guevara and Ms. Haack are requesting on behalf of the Sheboygan DEIB group to be paid by the City is $70,000.00.

Now, in no way am I saying this issue applies to all persons connected to the Sheboygan DEIB group, and I have many friendly communications with other connected individuals to DEIB initiatives that are unaware of what I am stating herein.

Had I written a check to the two women on October 5, that would have been an egregious violation of the taxpayer and City's trust in the mismanagement of its taxes, finances, and City budgetary concerns —especially since there would have been zero oversight or accountability for the funds or how they used the City's funds. I did contact several other DEIB-connected experts after that meeting to obtain their feedback and nearly all of the other experts, I contacted stated that Ms. Haack and Ms. Guevara were out of line and wrong to demand money up front without providing any assurances or information on their process.

After I left that October 5 meeting with Director Pelishek following the threats from Ms. Guevara and Ms. Haack, Sheboygan Press's Maya Hilty immediately was informed of the August 22 meeting involving Director Pelishek responding to Director Rendall-Araujo's request that he tell her was said ("racial slur"). Featured prominently in Ms. Hilty's article was Ale Guevara, who called out both myself and Director

Pelishek fervently. This came out less than 1 week after the meeting where I was threatened along with Director Pelishek to write this 'Sheboygan DEIB" group a blank check.

Then, at the Open Session of Council's October 17 meeting, Jamie Haack—the other person at the October 5 meeting—spoke to Council and stated, "I urge the Council to seriously evaluate the personnel placements of Mr. Pelishek and Mr. Wolf and their current and future abilities to serve in their roles with the knowledge, transparency and values of equity and respect that are so needed in their positions."

Clearly, both the initial article (and the follow ups) as well as the speech before council by the two women who threatened me to write them a check with taxpayer money were them making good on their threats and following through because I refused to pay them a blank check without any information—knowing now that had I done so, neither of them would have publicly been involved in the Hilty article or spoken to demand my termination before Council.

At this time, I am uncertain of further measures that certain representatives with the Sheboygan DEIB group have done in continuing to follow through with their threats; but I wanted to inform the Council that I do not regret my decision on October 5 in any way.

I will never cave to political threats, bribes, or extortion efforts from political activists when it comes to City partnerships and City money because I am tasked with ensuring the fullest transparency, accountability, and lawful actions with managing the budget, vendors, and hiring decisions for the City.

I am asking that Council support me in my decision on October 5 and support my statements, even if a young journalist took those out of context. I have been informed that larger media networks in Sheboygan intentionally chose to ignore Ms. Hilty's article because it seemed like an unsubstantiated "smear piece."

Next, related to some of the false accusations against me in the press or publicly, I wanted to address one faction of the October 11 article in the Sheboygan press that was misconstrued and falsely characterized. During my my time as City Administrator, I have instituted training and guidance for the staff and offices of the City that comply with law while building a positive team environment. The approved experts that have aided in these seminars use the term "safe space" to connote positive work environments, but this term also relates to laws involving sharing of confidential government matters that are not subject to public disclosure—namely personnel information.

Breaching such confidential government protocols that are meant to protect internal audits, investigations and *mainly personnel information* is is a violation of law and City policies; especially when done for the purpose of providing *false* confidential personnel information about another employee for a political purpose. Specifically, one of the key justifications for instituting confidentiality within personnel meetings and communications is to protect the City, the employees, and the taxpayers from the high potential of such information to be "intentionally distorted" for political reasons that can lead to a chain-of-events—which I believe has happened in this matter. All of this has led to severe health and stress on myself, many City employees and Director Pelishek in something that should have been completely avoided. I was rightfully concerned by this breach because (1) it incited a false story by a politically-motivated groups without any factual justification; (2) it led to punishing the one Director (Pelishek) who was actually requesting more diversity and legal guidance for his staff from the Mayor and others, which the City should not punish; and (3) it opened the door to political blackmail and threats including the October 5 meeting, despite the fact that it all started because Mr. Pelishek was concerned about racism and wanted to report that and help City staff deal with it and address it.

Because of some of the statements, threats, and attacks against myself and my reputation over the previous few months with false accusations, I have not yet written up the other director responsible for demanding that Mr. Pelishek repeat the statement and who leaked that statement in a false light after that; but I have every justification to still do so at this time. I would like Council's support in doing this without my fear of further action against me or my position. As of now, because of the "political pressure" on me and recent threats and directives that I "not speak to this matter at all," we have now sent the proverbial "message" to City personnel that leaking any confidential information such as personnel records, confidential closed

meeting information, and especially lies about confidential meetings is acceptable to the City; and those who oppose it (myself, etc) will be punished or defamed. I would like the Council's help in avoiding that messaging to our City personnel and the City as whole.

AS the day-to-day manager over most City employees, I am very aware of their health issues, concerns, and stress related specifically to how items are being addressed by political factions. These political matters do not involve my role; and should never be a threat to our employees who work so hard. Because my hands have been tied in some of these political situations, the employees feel as though I am powerless to support them as City Administrator given the attacks and now introduced legislation to reduce some of my duties and ability to speak directly to government matters.

2. Respectful Request for the City Administrator to have regular meetings with the Common Council with regular weekly or monthly written updates (from the City Administrator) on any general issues, personnel matters, or political concerns known to the City Administrator that only the Common Council in their exclusive authority should be handling.

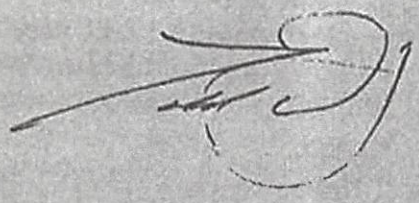
I do believe that it would benefit the Council and the City to allow me regular meetings with the Council or written updates with any confidential concerns of a political nature (such as those referenced herein) to help you, the Council, and the City, in doing my job to the best of my ability; and allowing the Council to handle all politically-motivated issues that are or may affect the City or my duties—all of which are not part of my job duties since I am not a political player nor a politician, and I defer to your oversight on all such matters.

Although I have kept detailed confidential records related to the prior Director of Human Resources, I do have more information on that situation that I believe Council should be apprised of and I am respectfully requesting the opportunity to do that with Council in a confidential meeting to protect the individual wherein I can provide detailed information to Council and explain fully my positions on the current role and vacancy. In general, not only must the city comply with laws related to the use, distribution and management of public monies ("taxpayer dollars"), but also to how employees, officers, and other roles within the City are filled.

I have been denied the opportunity to speak to you, the media, or many others; and I wanted to ensure that the Council has more information related to my duties in my role as City Administrator, the current situation, and other concerning information that I believe Council should be made aware of. Again, I have further details, documentation, and records available to you upon request related to this communication and reporting to you; as well as details of other matters that I would like the opportunity to raise with Council.

I do thank all of you fervently for your time and careful consideration of this important notice and communication.

Sincerely,



Todd Wolf
City Administrator

Closed session 10-17-22 called to order at 7:06 p.m.

Alderpersons present: Felde, Ackley, Salazar, Perrella, Filicky-Peneski, Rust Dekker, Mitchell, Heidemann, Ramey – 10.

Present: Mayor Ryan Sorenson, City Attorney Chuck Adams, and City Clerk Meredith DeBruin

Council President and Vice President in City Hall on Thursday and Friday of previous week talking to employees and Mayor and City Administrator.

Council presented timeline of events. Discussion on why the City has an Administrator. Review of Municipal Code with regards to duties of City Administrator.

Discussed options:

Reprimand – public vs private

Direct to get training and/or mentor

Performance Improvement plan

There was not a sense if there should be a public reprimand (not in agreement).

Sense of council that the following should happen:

1. Mayor should talk to Todd and tell him he is responsible for any reprimands associated with Chad.
2. Mayor should talk to Chad that Todd is his boss and the council will not be acting on anything regarding Chad (they only oversee Todd).
3. Direct City Attorney office to draft Resolution that Todd should not participate in the hiring of the HR Director (all ayes, Mitchell indifferent) – with this to be submitted next Monday.
4. Direct Todd officially not to participate in any more PR

Adjourn at 9:15 p.m. in closed session Rust/Dekker

10/24/22

Called to order at 6:08 p.m.

Present:

Mayor Ryan Sorenson, Asst City Attorney Liz, City Clerk Meredith DeBruin and 10 Alders (Felde, Filicky-Peneski, Salazar, Ackley, Ramey, Dekker, Perrella, Rust, Mitchell, Heidemann).

Several job descriptions from the City Administrators position were distributed (one updated in 2020 removed Council and Mayor from some wording – did not have council approval).

Council address 3 things –

1- What is correct job description?
2- Performance review (not related to current situation – just needs to be completed)
3- Performance Improvement plan for City Administrator

Questions to be addressed:

Who is decider of action taken if Todd presses back?

See if comments re: Library was in Todd's file?

Review contract with Alonzo to see if report was to be given/taken.

Reviewed that if disciplinary action is not public – need to have common message.

Review retaliation policy from the City Handbook.

Assistant City Attorney Liz took notes regarding the description of the events and questions to ask Todd for his part of the performance review.

Adjourn at 8:42 p.m.

Notes from Closed Session 11-7-22

Start: 6:18pm

25.MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. § 19.85(1)(e) for deliberating or negotiating the investing of public funds or conducting other specified public business whenever competitive or bargaining reasons require a closed session; to wit: discussions regarding possible development incentives for affordable housing projects currently known as the former Koepsell property redevelopment and the S. 14th and Illinois Avenue projects

[redacted]

AND under the exemption provided in Wis. Stat. § 19.85(1)(f) for preliminary consideration of specific personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations.

PRESENT: Mayor Ryan Sorenson, Attorney Charles Adams, Attorney Liz Majerus, Alderperson Dean Dekker, Alderperson Joe Heidemann, Alderperson Amanda Salazar, Alderperson Angela Ramey, Alderperson Zach Rust, Alderperson Trey Mitchell, Alderperson Grazia Perrella, Alderperson Betty Ackley, Alderperson Barb Felde, Alderperson Roberta Filicky-Peneski (appeared remotely)

Alderperson Heidemann requests to make a motion, Mayor states that he is not accepting motions at this time. Chuck explains that most motions need to be made in open session. Mayor said he would open it up to motion discussion once he introduced a few things.

Mayor Sorenson: All should have received the letter from Administrator Wolf via email and I believe it was placed on your chair. Mayor is concerned about City employees and morale at City Hall. There is a continued strain of public records requests being placed on various offices and that there is a question of trust in City leadership.

Attorney Adams: If there are any questions, we are here to answer them. There is a performance improvement plan placed in your binders if you wish to consider that. We're not here to direct you in any certain way or decision but to act as a guide for decisions you are considering but know that our liability concerns have changed.

Mayor Sorenson: the issues are starting to spiral and that is based on an administrative issue.

Alderperson Heidemann: wants to make a motion to give Administrator Wolf a verbal warning and place in his personnel file. If he is good for 6 months, we remove it from his personnel file.

Attorney Adams: that's a motion for open session as it's an act of discipline which needs to be made in open session.

Discussion is had about possible courses of action regarding Administrator Wolf. Attorney Adams explained that there are 3 levels to which that the council can/should act tonight.

1) Performance Improvement Plan
2) Vote of No Confidence
3) Actual Action being Suspension/Termination

More discussion is had between council on which course of action to take.

Consensus of council: place on 6-month Administrative leave.

Motion to Reconvene in Open session made by Alderperson Dekker, 2nd by Alderperson Ackley

All Aye, Motion Passed 8:25pm

Closed Session 1-4-23

6:24 p.m.

Finance Director Krueger, Fire Chief Montellano, Director of Public Works Biebel, City Engineer Sazama. IT Director Bushman, Assistant City Attorney Majerus, Director of Planning and Development Pelishek, City Attorney Adams, City Clerk DeBruin, Mayor Sorenson, Ald. Mitchell, Heidemann, Ackley, Salazar, Ramey, Rust, Filicky-Peneski, Felde, Dekker, Perrella.



Began 2nd half:

City Attorney Adams, Assistant City Attorney Majerus, City Clerk DeBruin, Mayor Sorenson, Ald. Mitchell, Heidemann, Ackley, Salazar, Ramey, Rust, Filicky-Peneski, Felde, Dekker, Perrella, Jim and Jill (attorneys)

Jim gave brief overview of what should/should not be discussed – advised council that this was not a decision on what outcome there should be. Also advised that this is a high liability situation and told everyone not to discuss outside of room.

Jill gave brief synopsis of the investigation, stating that there was significant evidence that Todd Wolf violated policies and the law and failed to comply with council directives. Also, stated there was evidence that Todd Wolf had a fictional manifestation of blackmail (not credible). Todd Wolf stated there were "different levels of law". Also, there was significant evidence of communications belittling the mayor and assertions against female council members. Significant evidence for a hearing.

Council 3 options:

1. Hearing? City draft allegations and evidence and witnesses and Todd would do the same (determine cause). Usually in closed session, however Todd can request it be in open session.
2. Terminate with no cause – 6 months pay and benefits
3. Do not pursue and bring Todd back

Discussion occurred, not limited to the impact on employees, the cost to the City, Todd's rights, asking Todd to follow a nondisclosure, City's reputation, reputation of Jamie and Ali (cease and desist from their lawyers).

Council

Mitchell and Heidemann for number 1

Other 8 – for number 2

Decision to hold Special council meeting where all council members could be present. Monday, January 9 immediately following Finance and Personnel.

Attorney's office will draft Resolution and agenda will be posted by Friday.

Adjourn at 9:06 Ackley/Filicky-Peneski. All ayes.

II

R. O. No. 106 - 22 - 23. By CITY CLERK. February 20, 2023.

Submitting a claim from Mary Goebel for alleged injuries that occurred when she tripped over a pipe sticking out of the ground on S. 21st Street.

CITY CLERK

FAP

DATE RECEIVED 2-13-23 RECEIVED BY MKC

CLAIM NO. 21-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 13 2023

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.

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

1. Name of Claimant: Mary Goebel
2. Home address of Claimant: 1003 Falls Pass Dr. #5
3. Home phone number: 9209808563
4. E-Mail Address goebel.m1111@gmail.com
5. Business address and phone number of Claimant: NA - Phone # 9209808563
6. When did damage or injury occur? (date, time of day) Oct. 30 4:30-5:00pm
7. Where did damage or injury occur? (give full description) broke a bone in my (L) wrist. The injury occured in the city at 1714 S. 21st St between the sidewalk and road.
7. How did damage or injury occur? (give full description) I tripped over a pipe sticking up and fell to the ground.
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: NA
   (b) Claimant's statement of the basis of such liability: NA
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: pipe sticking out of ground
   (b) Claimant's statement of basis for such liability: could fall and trip.

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

Gave a description on #7 and broke a bone in (L) wrist

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

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

Auto: $_____

Property: $_____

Personal injury: $ 7918.01

Other: (Specify below $_____

TOTAL $ #7918.01 - total bill

Damaged vehicle (if applicable)

Make: NA Model: NA Year: NA Mileage: NA

Names and addresses of witnesses, doctors and hospitals:

Aurora Health - Kyle Veldhorst

FOR ALL ACCIDENT NOTICES YOU MAY DRAW A DIAGRAM. 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.

SIGNATURE OF CLAIMANT Mary Goebel DATE Feb. 9, 2023

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

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Mary Goebel

Claimant's Address: 1003 Falls Parc Dr. #5 Sheboygan Falls, Wi.

Claimant's Phone No. 9209808563

Auto	$ NA
Property	$ NA
Personal Injury	$ 7918.01
Other (Specify below)	$
TOTAL	$ 7918.01

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 $ 7918.01 .

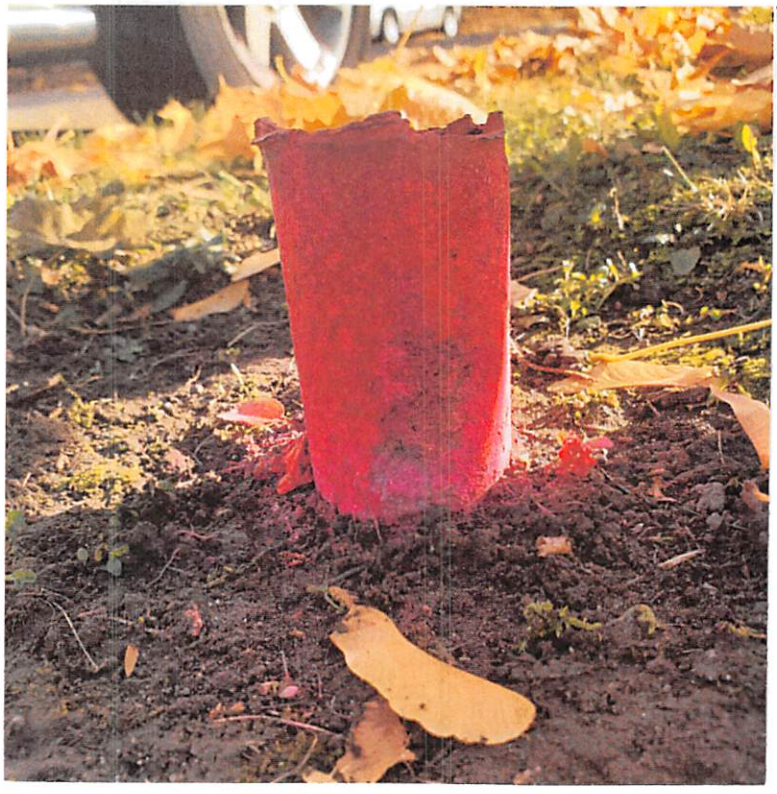
SIGNED Mary Goebel DATE: Feb. 9, 2023

ADDRESS: 1003 Falls Parc Dr. #5
Sheboygan Falls, Wi. 53085
goebel.mlll@gmail.com
E-Mail Address

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

MAIL TO: CLERKS OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081





Aurora Medical Center Sheboygan County

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
242279641

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Series -Therapy
Attending Physician: Veldhorst, Kyle

Total Charges: 490.00
Service Date:
01/20/2023 to 01/31/2023

Hospital Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
01/20/23	0430	10002616	Therapeutic Exer per Unit	1	165.00
01/20/23	0434	10005859	OT Eval Low Complexity	1	325.00

Total hospital charges: **490.00**
Total hospital payments and adjustments:

Total Balance: 490.00

Kyle Veldhorst - Total $528.01

Andrew B. Ingraham - Outpatient $460.00

Xray (wrist) Total $930.00

Printed by: 961202

Aurora Medical Group Sheboygan Clinic

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
238355010

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Outpatient
Attending Physician: Andrew B Ingraham, MD

Total Charges: 460.00
Service Date:
11/02/2022

Professional Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
11/02/22		99203	Office or Other Outpatient Visit New PT Low Mdm Lvl 3	1	460.00
Total professional charges:					**460.00**

Professional Payments and Adjustments

Date	Description	Amount
12/20/22	Network Health Medicare Insurance Payment	-55.53
12/20/22	Network Health Medicare Insurance Adjustment	-1.13
12/20/22	Network Health Medicare Insurance Adjustment	-353.34
Total professional payments and adjustments:		**-410.00**

Total Balance: 50.00

Printed by: 961202

Aurora Medical Group Sheboygan Clinic

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
238363689

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Outpatient
Attending Physician: David H Hinke, MD

Total Charges: 310.00
Service Date:
11/02/2022

Professional Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
11/02/22		73110	Xray Wrist 3+ VW	1	310.00
Total professional charges:					**310.00**

Professional Payments and Adjustments

Date	Description	Amount
12/20/22	Network Health Medicare Insurance Payment	-9.47
12/20/22	Network Health Medicare Insurance Adjustment	-0.19
12/20/22	Network Health Medicare Insurance Adjustment	-270.34
Total professional payments and adjustments:		**-280.00**

Total Balance: 30.00

Printed by: 961202

Aurora Health Care Sheboygan

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
239988445

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Outpatient
Attending Physician: Jaideep S Joshi, MD

Total Charges: 310.00
Service Date:
11/23/2022

Professional Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
11/23/22		73110	Xray Wrist 3+ VW	1	310.00
Total professional charges:					**310.00**

Professional Payments and Adjustments

Date	Description	Amount
01/17/23	Network Health Medicare Insurance Payment	-9.47
01/17/23	Network Health Medicare Insurance Adjustment	-0.19
01/17/23	Network Health Medicare Insurance Adjustment	-270.34
Total professional payments and adjustments:		**-280.00**

Total Balance: 30.00

Printed by: 961202

Aurora Health Care Sheboygan

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
242155172

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Outpatient
Attending Physician: Stephen T Van Blarcom, MD

Total Charges: 310.00
Service Date:
12/21/2022

Professional Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
12/21/22		73110	Xray Wrist 3+ VW	1	310.00
Total professional charges:					**310.00**

Professional Payments and Adjustments

Date	Description	Amount
01/23/23	Network Health Medicare Insurance Payment	-9.47
01/23/23	Network Health Medicare Insurance Adjustment	-0.19
01/23/23	Network Health Medicare Insurance Adjustment	-270.34
Total professional payments and adjustments:		**-280.00**

Total Balance: 30.00

Printed by: 961202

Aurora Health Care Sheboygan

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
242167388

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Outpatient
Attending Physician: Kyle Veldhorst, PA-C

Total Charges: 230.00
Service Date:
01/11/2023

Professional Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
01/11/23		99212	Office or Other Outpt Visit Est PT Strfwd Mdm Lvl 2	1	230.00

Total professional charges: **230.00**
Total professional payments and adjustments:

Total Balance: 230.00

Printed by: 961202

Aurora Health Care Sheboygan

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
239993852

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Outpatient
Attending Physician: Kyle Veldhorst, PA-C

Total Charges: 220.00
Service Date:
12/21/2022

Professional Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
12/21/22		99212	Office or Other Outpt Visit Est PT Strfwd Mdm Lvl 2	1	220.00
Total professional charges:					**220.00**

Professional Payments and Adjustments

Date	Description	Amount
01/25/23	Network Health Medicare Insurance Payment	0.00
01/25/23	Network Health Medicare Insurance Adjustment	-174.14
Total professional payments and adjustments:		**-174.14**

Total Balance: 45.86

Printed by: 961202

Aurora Health Care Sheboygan

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
238864185

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Outpatient
Attending Physician: Kyle Veldhorst, PA-C

Total Charges: 1,005.00
Service Date:
11/23/2022

Professional Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
11/23/22		99212	Office or Other Outpt Visit Est PT Strfwd Mdm Lvl 2	1	220.00
11/23/22		29075	Apply Forearm Cast	1	695.00
11/23/22		Q4050	Gore Liner Form Fit	1	90.00
Total professional charges:					**1,005.00**

Professional Payments and Adjustments

Date	Description	Amount
01/17/23	Network Health Medicare Insurance Payment	-90.06
01/17/23	Network Health Medicare Insurance Adjustment	-1.84
01/17/23	Network Health Medicare Insurance Adjustment	-863.10
Total professional payments and adjustments:		**-955.00**

Total Balance: 50.00

Printed by: 961202

Aurora Health Care Sheboygan

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
238619110

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Outpatient
Attending Physician: Kyle Veldhorst, PA-C

Total Charges: 1,215.00
Service Date:
11/09/2022

Professional Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
11/09/22		99212	Office or Other Outpt Visit Est PT Strfwd Mdm Lvl 2	1	220.00
11/09/22		Q4006	Cast,Lng Arm Adlt,11+ Fiber	1	105.00
11/09/22		29065	Apply Long Arm Cast	1	890.00
Total professional charges:					**1,215.00**

Professional Payments and Adjustments

Date	Description	Amount
12/28/22	Network Health Medicare Insurance Payment	-102.19
12/28/22	Network Health Medicare Insurance Adjustment	-2.09
12/28/22	Network Health Medicare Insurance Adjustment	-1,060.72
Total professional payments and adjustments:		**-1,165.00**

Total Balance: 50.00

Printed by: 961202

Aurora Medical Center Sheboygan County

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
238522773

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Outpatient
Attending Physician: Veldhorst, Kyle

Total Charges: 2,400.01
Service Date:
11/05/2022

Hospital Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
11/05/22	0350	10002414	Upper Extremity W/O Dye	1	2,400.00
11/05/22	0350	10006554	CDSM Nat Decsn Suprt CO	1	0.01
Total hospital charges:					**2,400.01**

Hospital Payments and Adjustments

Date	Description	Amount
12/27/22	Network Health Medicare Insurance Payment	0.00
12/27/22	Network Health Medicare Insurance Adjustment	-2,291.35
Total hospital payments and adjustments:		**-2,291.35**

Total Balance: 108.66

Printed by: 961202

Aurora Health Care Sheboygan

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
238504093

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Outpatient
Attending Physician: Kyle Veldhorst, PA-C

Total Charges: 968.00
Service Date:
11/04/2022

Professional Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
11/04/22		99202	Office or Other Outpatient Visit New PT Strfwd Mdm Lvl 2	1	318.00
11/04/22		29105	Apply Long Arm Splint	1	585.00
11/04/22		Q4018	Cast Supplies Long Arm Splint Adult 11+ Yrs Fiberglass	1	65.00
Total professional charges:					**968.00**

Professional Payments and Adjustments

Date	Description	Amount
12/27/22	Network Health Medicare Insurance Payment	-88.18
12/27/22	Network Health Medicare Insurance Adjustment	-1.80
12/27/22	Network Health Medicare Insurance Adjustment	-828.02
Total professional payments and adjustments:		**-918.00**

Total Balance: 50.00

Printed by: 961202

Aurora Health Care Sheboygan

Aurora Health Care
PO BOX 343918
Milwaukee, WI 53234-3918
Ph:(800) 326-2250

Detailed Bill Date: 02/04/23

Account ID
1191087

Guarantor Name & Address
Mary J Goebel
1003 Falls Parc Drive Apt 5
Sheboygan Falls, WI 53085

Visit ID
243286151

Detailed Bill For

Patient Name: Goebel, Mary J
Account Class: Outpatient
Attending Physician: Xue Wang, MD

Total Charges: 320.00
Service Date:
01/11/2023

Professional Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
01/11/23		73110	Xray Wrist 3+ VW	1	320.00

Total professional charges: **320.00**
Total professional payments and adjustments:

Total Balance: 320.00

Printed by: 961202

II

R. O. No. 98 - 22 - 23. By CITY CLERK. February 6, 2023.

Submitting a claim from Rural Mutual Insurance Company for alleged damages to their insured vehicle when a light pole fell on the vehicle.

CITY CLERK

F+P

JAN 23

#18-22 MKC

Rural Mutual Insurance Company
MDC 158
P.O. Box 7839
Madison, WI 53707-7839
608-836-5525
www.ruralmutual.com

January 16, 2023

Sheboygan Clerk's Office
Attn: Melissa Fassbender
828 Center Avenue $100
Sheboygan, WI 53081

YOUR CLAIM NO.	C22-04788
YOUR INSURED	City of Sheboygan
OUR CLAIM NO	PPAT1760090001
OUR INSURED	Derk Voskuil
DATE OF LOSS	3/18/2022
SUBRO AMOUNT	$3,459.56 including $1,000 deductible

Dear Melissa Fassbender,

Kindly consider this as our subrogation demand. The facts of the loss indicate that your insured is liable for the above-referenced incident.

We are seeking reimbursement of the damages as outlined below. Attached are our supporting documents for your review.

Estimate	$ 2,459.56
Add: Deductible	$ 1,000.00
Total Subrogation Amount	$ 3,459.56

You can send the check to:
Rural Mutual Insurance Company
MDC 158
Po Box 7839
Madison WI 53707-7839

Thank you and have a good day!

Janette Jordee | CSRP, AIC, AIS, ACS
Subrogation Specialist
Rural Mutual Insurance Company
MDC 158 PO Box 7839
Madison, WI 53707-7839
P: 608-828-5469
F: 866-500-5207
E:jjordee@ruralins.com

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

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: Derk Voskuil
2. Home address of Claimant: 2730 Artesian Way, Green Bay, WI 54302
3. Home phone number: (920)461-6403
4. Business address and phone number of Claimant: 2730 Artesian Way, Green Bay, WI, 54302 (920)461-6403
5. When did damage or injury occur? (date, time of day) 3/18/2022 15:36
6. Where did damage or injury occur? (give full description) LT13 Highway/Road, outside Al&Al's
7. How did damage or injury occur? (give full description) Sheboygan City Light pole fell onto claimant's vehicle, damaging the vehicle.
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: Light Pole outside Al&Al's on LT13 Highway/Road

   (b) Claimant's statement of basis for such liability: plate [redacted]. While speaking with Derk he explained to me that he was eating at Al and Al's restaurant when someone said a light pole had fell on a vehicle. Derk looked out the window and observed that the vehicle was his, and the light pole was laying over the top and side of his vehicle. I was able to observe the base of the light pole, and it appeared that it was rusted.

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

it was windy and raining the day that this event occurred. The light pole did leave some scratches and a dent on Derk's truck. I was able to take photographs of the damage and the light pole, and eventually able to contact DPW to have them remove the light pole from the vehicle at that time. After gathering

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

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

Auto:	$ 3,459.56
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 3,459.56

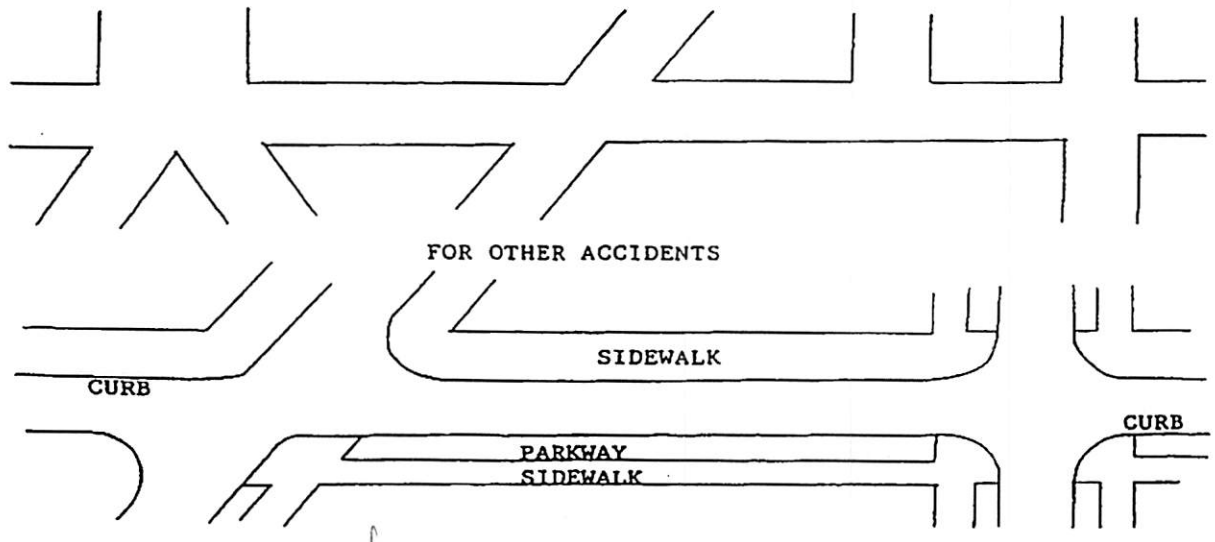
Damaged vehicle (if applicable)

Make: _____ Model: Pickup Year: 2013 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 01-03-2023

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Derk Voskuil

Claimant's Address: 2730 Artesian Way, Green Bay WI, 54302

Claimant's Phone No. (921)461-6403

Auto	$ 3,459.56
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 3,459.56

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 $ 3,459.56.

SIGNED for Derk DATE: 01-03-2023

ADDRESS: MDC 158 PO Box 7839
Madison, WI 53707

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

CHECK VIEW

Claim#	Subclaim#	Reference	Payment Amount	Sub-Claim Status	Check Status
PPAT1760090001	61000101		2,459.56	OPEN	B

Pay To: DAVE'S AUTO BODY INC
and DERK VOSKUIL
and
and

Check C507553
Date 4/25/2022

Address Address 2730
ARTESIAN WAY

Ded. Applied 1,000.00

GREEN BAY WI 54302

Reason VEHICLE DAMAGE LESS YOUR DEDUCTIBLE

Amount 2,459.56

Cheque Attachments

Name

Close | Status Request

Dave's Auto COLLISION & SALES

DAVE'S AUTO BODY INC.

1748 W PAULSON RD, www.davesautobodyinc.biz,
GREEN BAY, WI 54313
Phone: (920) 498-2133
FAX: (920) 498-1199

Workfile ID: e17af0
PartsShare: 6J6Chb
Federal ID: 39-1855746
Resale Number: 456000001541503

Preliminary Estimate

Customer: Voskuil, Derk

Written By: JESSICA SENN jessica@davesautobodyinc.biz

Insured: Voskuil, Derk
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Voskuil, Derk
(920) 461-6403 Cell

Inspection Location:
DAVE'S AUTO BODY INC.
1748 W PAULSON RD
www.davesautobodyinc.biz
GREEN BAY, WI 54313
Repair Facility
(920) 498-2133 Business

Insurance Company:

VEHICLE

2013 DODG 2500 Laramie Longhorn Crew Cab 169" WB 4WD 4D P/U 6-6.7L Turbocharged Diesel Direct Injection Black/Gold

VIN: 3C6UR5LL0DG575671
License:
State: WI

Interior Color:
Exterior Color: Black/Gold
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
Overdrive
4 Wheel Drive

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package
Power Adjustable Pedals

DECOR
Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Heated Steering Wheel
Climate Control
Navigation System
Backup Camera
Parking Sensors
Remote Starter
Home Link

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Satellite Radio

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

SEATS
Bucket Seats
Leather Seats
Heated Seats
Rear Heated Seats
Ventilated Seats

WHEELS
Aluminum/Alloy Wheels

PAINT
Clear Coat Paint

OTHER
Fog Lamps
Signal Integrated Mirrors

TRUCK
Power Rear Window
Bedliner (Spray On)
Trailer Hitch
Trailering Package
Running Boards/Side Steps

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

Preliminary Estimate

Customer: Voskuil, Derk

2013 DODG 2500 Laramie Longhorn Crew Cab 169" WB 4WD 4D P/U 6-6.7L Turbocharged Diesel Direct Injection Black/Gold

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	**CAB**								
2	*	Rpr	Roof panel w/sunroof w/roof lights					4.0	3.8
3			Add for Clear Coat						1.5
4		R&I	Sunroof glass					1.0	
5		R&I	R&I headliner					1.9	
6		R&I	Roof lamp assy					0.3	
7		R&I	RT Roof molding					0.4	
8		R&I	LT Roof molding					0.4	
9	*	Rpr	LT Upper rail above doors				S	0.5	3.0
10			Overlap Major Adj. Panel						-0.4
11			Add for Clear Coat						0.5
12	**SEATS & TRACKS**								
13		R&I	R&I rear seat					0.6	
14	**REAR DOOR**								
15	*	Rpr	LT Outer panel--buff top of door and vent shade					0.5	0.0
16	**BACK GLASS**								
17	*	Repl	Back glass Dodge w/power		1	877.00		2.0	
			Note: PARTS: Part cannot be reused/reinstalled. LABOR: Time is after headliner and rear seat are removed.						
18	**PICK UP BOX**								
19	*	Rpr	RT Side panel single rear wheel					2.0	3.9
20			Overlap Major Non-Adj. Panel						-0.2
21	*		Add for Clear Coat						0.7
22		R&I	RT Splash shield single rear wheel					0.3	
23		R&I	RT Rail cover					0.3	
24		R&I	RT Wheel flare paintable					0.5	
25	**REAR LAMPS**								
26		R&I	High mount lamp					0.3	
27	**MISCELLANEOUS OPERATIONS**								
28	#		R&I right rear mudguard		1			0.2	
29	#		R&I toolbox and tonneau cover		1			1.5	
30	#		Car Cover		1	5.00			
31	#		hazardous waste removal charge		1	5.00			
				SUBTOTALS		**887.00**		**16.7**	**12.8**

Preliminary Estimate

Customer: Voskuil, Derk

2013 DODG 2500 Laramie Longhorn Crew Cab 169" WB 4WD 4D P/U 6-6.7L Turbocharged Diesel Direct Injection Black/Gold

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				887.00
Body Labor	16.7 hrs	@	$ 62.00 /hr	1,035.40
Paint Labor	12.8 hrs	@	$ 62.00 /hr	793.60
Paint Supplies	12.8 hrs	@	$ 44.00 /hr	563.20
Subtotal				3,279.20
Sales Tax	$ 3,279.20	@	5.5000 %	180.36
Grand Total				**3,459.56**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**3,459.56**

Pricing can change on part availability. Scheduling the vehicle repairs assumes the customer authorizes the repairs as quoted. Ask about details of warranty.

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

Customer: Voskuil, Derk

2013 DODG 2500 Laramie Longhorn Crew Cab 169" WB 4WD 4D P/U 6-6.7L Turbocharged Diesel Direct Injection Black/Gold

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TH13, CCC Data Date 04/01/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

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

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

DAVE'S AUTO BODY INC.

1748 W PAULSON RD, www.davesautobodyinc.biz, GREEN BAY, WI 54313
Phone: (920) 498-2133, Fax: (920) 498-1199

Image Report

Owner:	Voskuil, Derk	Insurance:	RURAL MUTUAL	Estimator:	JESSICA SENN	Vehicle Out:
RO Number:		Claim Number:	PPAT1760090001			
Year:	2013	Color:	Black/Gold	License Plate:		Production Date:
Make:	DODG	Body Style:	4D P/U	State:	WI	Mileage In:
Model:	2500 Laramie Lon...	Engine:	6-6.7L Turbochar...	VIN:	3C6UR5LL0DG575671	Condition:



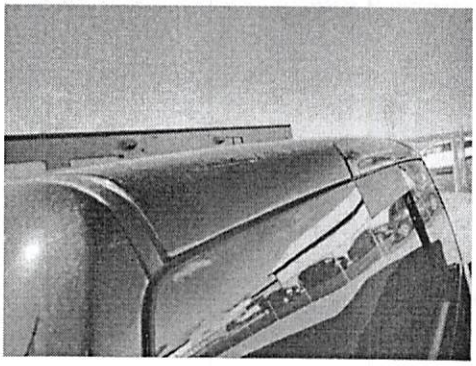
4/1/2022
Comments:



4/4/2022 E01
Comments:



4/4/2022 E01
Comments:



4/4/2022 E01
Comments:



4/4/2022 E01
Comments:



4/4/2022 E01
Comments:

DAVE'S AUTO BODY INC.

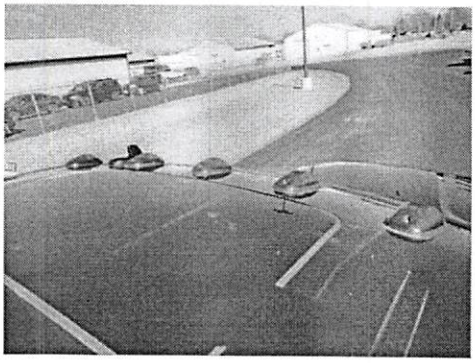
1748 W PAULSON RD, www.davesautobodyinc.biz, GREEN BAY, WI 54313
Phone: (920) 498-2133, Fax: (920) 498-1199

Image Report

Owner:	Voskuil, Derk	Insurance:	RURAL MUTUAL	Estimator:	JESSICA SENN	Vehicle Out:
RO Number:		Claim Number:	PPAT1760090001			
Year:	2013	Color:	Black/Gold	License Plate:		Production Date:
Make:	DODG	Body Style:	4D P/U	State:	WI	Mileage In:
Model:	2500 Laramie Lon...	Engine:	6-6.7L Turbochar...	VIN:	3C6UR5LL0DG575671	Condition:



4/4/2022 E01
Comments:



4/4/2022 E01
Comments:



4/4/2022 E01
Comments:



4/4/2022 E01
Comments:

SHEBOYGAN POLICE DEPARTMENT

Incident C22-04788

Nature: DAMAGE PROPERTY
Location: N45

Address: S 12TH ST & CLARA AVE
SHEBOYGAN WI 53081

Offense Codes: 9362
Received By: DOBRZYNSKI, P **How Received:** T **Agency:** SPD
Responding Officers: MCCABE, D
Responsible Officer: MCCABE, D **Disposition:** SIT 03/18/22
When Reported: 15:36:38 03/18/22 **Occurred Between:** 15:36:38 03/18/22 and 15:38:44 03/18/22

Assigned To: **Detail:** **Date Assigned:** **/**/**
Status: **Status Date:** **/**/** **Due Date:** **/**/**

Complainant:
Last: **First:** **Mid:**
DOB: **/**/** **Dr Lic:** **Address:**
Race: **Sex:** **Phone:** **City:**

Offense Codes

Reported: 9330 DAMAGE/PRIVATE PROPERTY **Observed:** 9362 DAMAGE NON CRIMINAL
Additional Offense: 9362 DAMAGE NON CRIMINAL

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY
BM88 NO BIAS

Responding Officers: MCCABE, D **Unit :** 470

Responsible Officer: MCCABE, D
Received By: DOBRZYNSKI, P
How Received: T TELEPHONE
When Reported: 15:36:38 03/18/22
Judicial Status:
Misc Entry:

Agency: SPD
Last Radio Log: 16:19:57 03/18/22 CMPLT
Clearance: CLR CLEARED
Disposition: SIT Date: 03/18/22
Occurred between: 15:36:38 03/18/22
and: 15:38:44 03/18/22

Modus Operandi: **Description :** **Method :**

Involvements

Date **Type** **Description**

Narrative

#470 SHEBOYGAN CITY POLICE DEPARTMENT
INVESTIGATION NARRATIVE

Squad Number----------: 9
Squad Video----------(Y/N): N
Body Camera Video----------(Y/N): Y
Digital Photos----------(Y/N): Y
Digital Evidence Collected from Outside Sources(Y/N): N
Coban Recorded Interview/Booking Room Video----(Y/N): N
Handheld Philips Audio Recorded Interview------(Y/N): N
Cellebrite----------(Y/N): N
Physical Evidence----------(Y/N): N
Written Statements----------(Y/N): N
Proxy Form----------(Y/N): N
Domestic Related----------(Y/N): N
Investigation Complete----------(Y/N): Y

Contact: Derk J. Voskuil, [redacted]

Vehicle: 2013 Black Ram Pickup, WI plate [redacted]

On 3/18/2022, I, Officer McCabe was dispatched to the area of S. 12th Street and Clara Avenue for the report of a light pole that had fell on a vehicle.

Upon arrival, I was able to make contact with Derk and his black pickup with WI plate [redacted]. While speaking with Derk he explained to me that he was eating at Al and Al's restaurant when someone said a light pole had fell on a vehicle. Derk looked out the window and observed that the vehicle was his, and the light pole was laying over the top and side of his vehicle. I was able to observe the base of the light pole, and it appeared that it was rusted.

I did not notice any type of damage or any other marks that would indicate that someone pushed the light pole over or that it was hit. It should be noted that it was windy and raining the day that this event occurred. The light pole did leave some scratches and a dent on Derk's truck. I was able to take photographs of the damage and the light pole, and eventually able to contact DPW to have them remove the light pole from the vehicle at that time. After gathering Derk's information, I was able to provide him with a case number, and if he had any comments or concerns, I advised him to call DPW. It should be noted that Derk had Rural Insurance. At this time, no further follow-up is to be conducted. End of report. OFFICER MCCABE/jlk

II

R. O. No. 92 - 22 - 23. By CITY CLERK. December 19, 2022.

Submitting a claim from Jeremy Willems for alleged damages to his vehicle when a chunk of debris came off a city truck and struck it.

CITY CLERK

FHP

DATE RECEIVED DEC 09 2022 RECEIVED BY MAF

CLAIM NO. 17-22

Item 11.

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: Jeremy Willems
2. Home address of Claimant: N6251 Woodland Rd, Sheboygan, WI 53083
3. Home phone number: 920.418.0489
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 12/07/22 at 12:54pm
6. Where did damage or injury occur? (give full description) HWY 23 Eastbound, just west of HWY 32 off ramp
7. How did damage or injury occur? (give full description) Either a rock, piece of metal, or a chunk of debris came at us from truck. It appeared to come at us from an upward an angle.
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: Unknown

   (b) Claimant's statement of the basis of such liability: The debris that hit our vehicle came off a city truck while we were in other lane a safe distance behind. Debris appeared to continue coming out after we were hit.
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: City of Sheboygan Truck.

   (b) Claimant's statement of basis for such liability: The debris that hit our vehicle came off a city vehicle while we were in other lane a safe distance behind. Debris continued to come off/out of vehicle after we were hit.

DATE RECEIVED DEC 09 2022

RECEIVED BY MAF

CLAIM NO.

CLAIM

Claimant's Name: Jeremy Willems

Claimant's Address: N6251 Woodland Rd
Sheboygan, WI 53083

Claimant's Phone No. 920.418.0489

Auto	$ 791.48
Property	$ 0
Personal Injury	$ Nothing aware of
Other (Specify below)	$ 0
TOTAL	$ 791.48

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 $ 791.48.

We are willing to clean the interior of the vehicle ourselves and cover any charges from getting all the glass shards cleaned from the interior cabin. We would like the city to reimburse for the physical damage and repair only please.

SIGNED Jeremy Willems DATE: 12/08/22

ADDRESS: N6251 Woodland Rd
Sheboygan, WI 53083

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

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

Windshield damaged by debris, glass broken and many small shards flew into cabin at us. No apparent injuries from debris or glass were aware of.

11. Name and address of any other person injured: Laura Willems (Wife)

N8151 Woodland Rd

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

Auto:	$ 791.48
Property:	$ 0
Personal injury:	$ Nothing aware of
Other: (Specify below	$ 0
TOTAL	$ 791.48

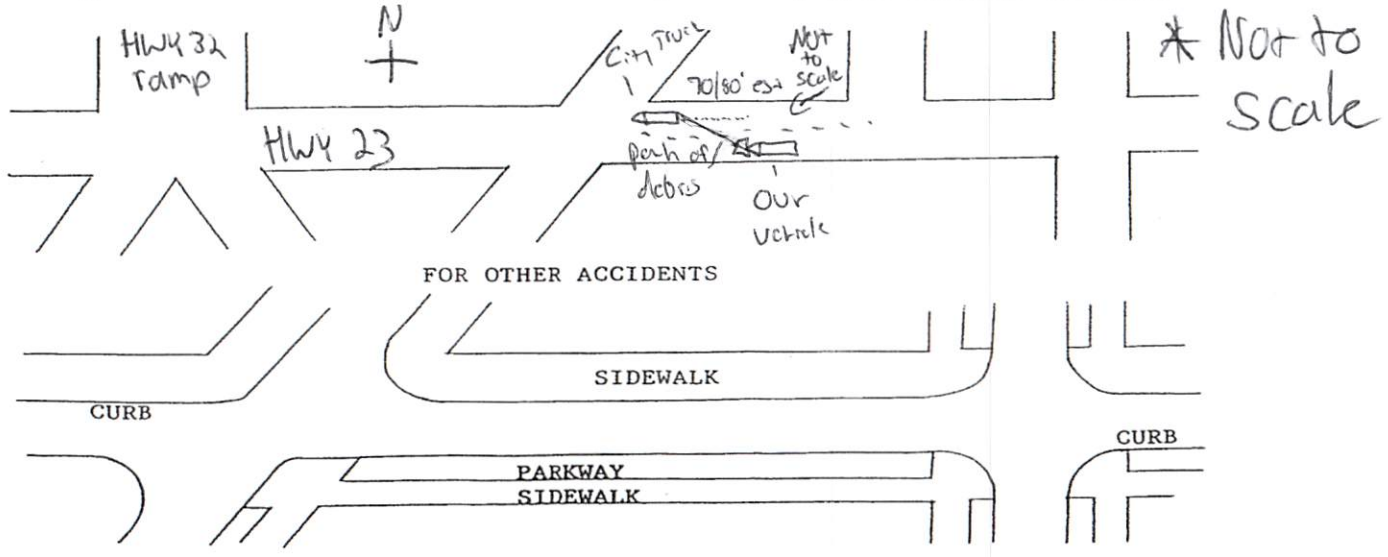
Damaged vehicle (if applicable)

Make: Chevy Model: Equinox Year: 2020 Mileage: 28,858

Names and addresses of witnesses, doctors and hospitals: NA

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 Jerry Willems DATE 12/08/22

While driving east bound on Hwy 23 near Sheboygan Falls we were d[illegible] behind a dump truck and something hit our window with such force and loudness that I shielded myself. Then saw the impact site in windshield and the glass fragments on the dash.

Dawna Willems

On 12.07.22 at about 12:55pm my wife and I were headed east bound on HWY 23 and while we were west of the 32 off ramp our vehicle was hit by a what appeared to be a rock, metal, or some kind of debris that came from the direction of a city of Sheboygan dump truck with an identifying number of 659. The piece of debris appeared to have come from a slight upward trajectory and impacted the middle/top area of our windshield. When it impacted our windshield it fractured it and sent a large amount of glass shards into the cabin. My wife Laura Willems was in the passenger seat when it happened. The city of Sheboygan truck was traveling in the right lane, and our vehicle was in the left lane- I estimate that we were about 70/80 ft behind the truck when we were impacted. Once we were hit, we passed the vehicle to avoid getting hit by any other debris and took pictures of the vehicle and noticed more debris that was coming off the truck (not rocks, looked like some kind of building material or scrap). No one appears to have been injured from the incident that we are aware of. After we got home we contacted the Sheboygan County Sheriff's Department to document and to advise incase there was any more safety issues with the truck. I also called and advised the city of Sheboygan as well just to prevent any other safety issues with the truck.

Due to the fact that debris came off the city of Sheboygan truck while we were traveling a reasonable and safe distance behind it in the other lane (with no other vehicles present), we would please like the city of Sheboygan to cover and reimburse the cost of the damage/repair costs to our vehicle. We are willing to pay for the cleaning of the debris from the cabin ourselves and would just like the physical damage/repair cost of $791.48 reimbursed for what was done to our vehicle from the debris that came from the City of Sheboygan truck.

Our insurance company (Secura) is aware and indicated that if we file and a claim it will trigger our rates to increase if they have to cover (In addition to deductible that we will also have to pay). They advised they may contact the city due due to the damage being caused from debris coming off a city vehicle, but we advised us to contact first to expedite the process, prevent insurance rates from being impacted, and to avoid deductible.

I have enclosed photos, the claim form, and the repair estimate. Please review and let me know if you would like a copy of the original photos I sent to you as the print quality may not be the best (I apologize).

Thank you for your time,

Jeremy Willems

920.418.0489

Jeremy Willems

MARTIN AUTO. DBA LAKESHORE AUTO GLASS
729 S 8TH STREET
SHEBOYGAN, WI 53081

(920) 980 - 2552 (920) 458 - 4632 Fax: (920) 458 - 1393

INVOICE NUMBER	
DATE	12/7/2
REFERENCE #	Quo: 16850
TAX ID NUMBER	390875970

9:18AM

ACCOUNT	CUSTOMER TAX ID NUMBER	PO NUMBER

INSTALL DATE:
INSTALLED BY:

SALES REP: CHRIS

TERMS: Net 30

BILL TO:

Safelite-Secura Ins.
P.O. Box 182277
Columbus, OH 43218-2277

W: (800) 828-7047 E: 2

SOLD TO:

Attn: Jeremy Willems
N6251 Woodland Rd
Sheboygan, WI 53083

H: (920)418-0489

Insurance Information

AGENT:

VERIFIED BY:
POLICY NUMBER:
CLAIM NUMBER:
CAUSE OF LOSS:
DATE OF LOSS:

DISPATCH #:

DEDUCTIBLE:

Vehicle Information

MAKE: CHEVROLET
BODY: 4 DOOR UTILITY
STOCK #:
R.O. #:

MODEL: EQUINOX
VIN:
UNIT #:

YEAR: 2020
ODOMETER:
LICENSE #:

Qnty	Part Number	Hours	Labor	Adhesive	List Price	Net Price	Line Total
1.00	DW02654GTYN Windshield (Solar) (Acoustic Interlayer) (Condensa	3.00	$111.00	$0.00	$552.65	$359.22	$470.22
2.00	HAH000448-20 Adhesive Adhesive (Fast-Cure Urethane/Dam/Primer)	0.00	$0.00	$15.00	$0.00	$0.00	$30.00
1.00	RECAL DYNAMIC OEM # - RECAL DYNAMIC RECAL DYNAMIC	0.00	$0.00	$0.00	$250.00	$250.00	$250.00

PLEASE REMIT TO: MARTIN AUTOMOTIVE INC. 729 S. 8TH STREET, SHEBOYGAN, WI. 53081

*** THIS IS A QUOTE / DO NOT PAY ***

Total Labor	$111.00
Total Kit	$30.00
Total Parts	$609.22
Subtotal	$750.22
Sales Tax @ 5.5000 %	$41.26
Invoice Total	**$791.48**

Thank you! CHRIS

Customer Signature:

Amount Due: $791.48

By signing this invoice, the customer accepts described merchandise and agrees to terms of sale.



Taken about 10 secs after impact while passing to avoid more debris - further than this when impacted.



Closer pic of vehicle



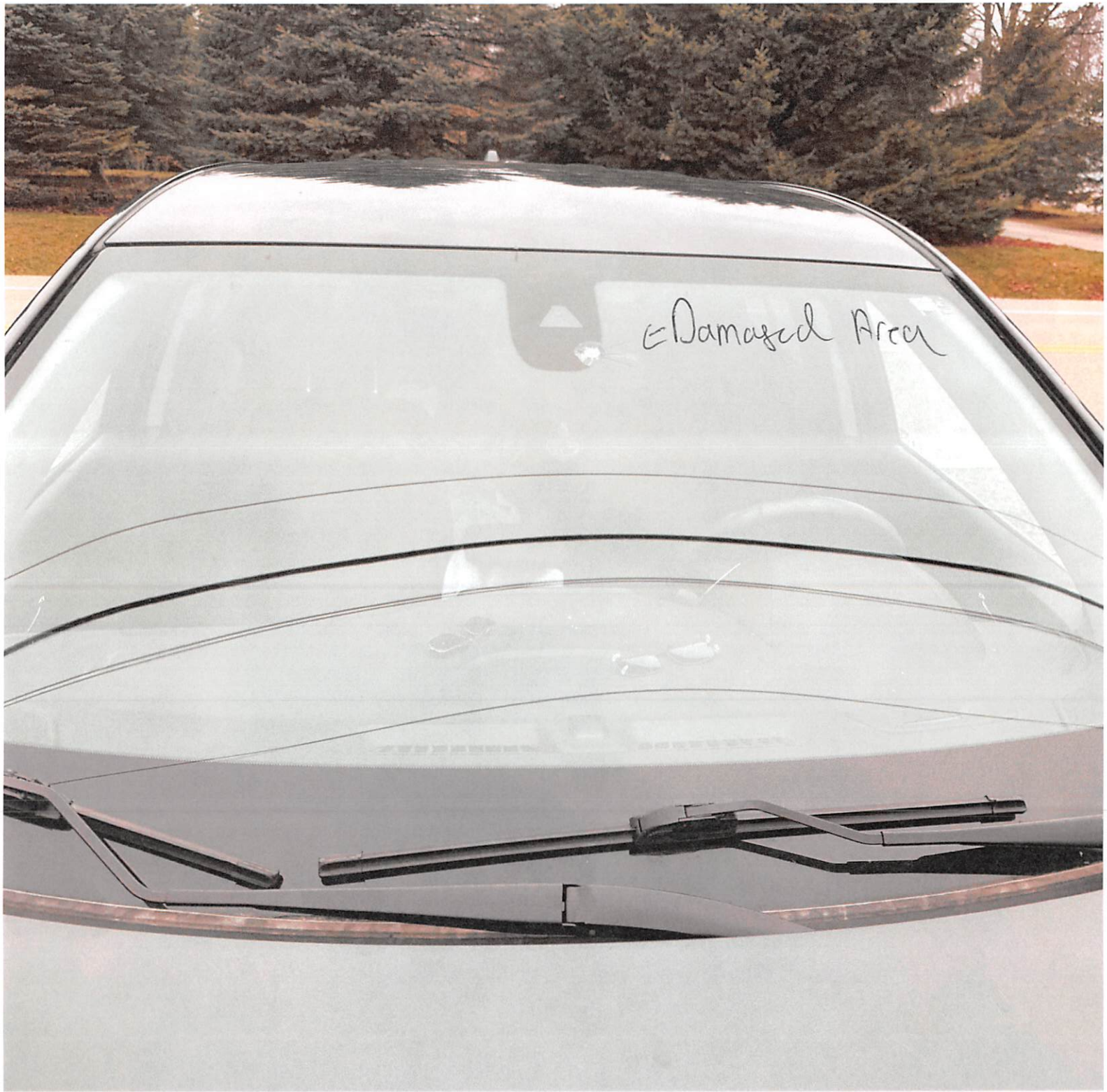
Debris of numerous tiny glass shards in cabin



Glass Shards on dashboard



Damage to windshield


Damaged Area

II

R. O. No. 88 - 22 - 23. By CITY CLERK. December 5, 2022.

Submitting a claim from Cristy Murray for alleged damages to her vehicle when it was hit by a garbage truck.

FTP

CITY CLERK

DATE RECEIVED 11-28-22 RECEIVED BY NOV NMEC

CLAIM NO. 16-22

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: Cristy Murray
2. Home address of Claimant: 1521 Kaufmann Ave Sheboygan
3. Home phone number: (920) 362-31664
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 9/2/22 11:00 AM
6. Where did damage or injury occur? (give full description) drivers side rear bumper (See attached police Report)
7. How did damage or injury occur? (give full description) Garbage truck arms didn't go back up and hit car as he was driving away (see attached police report)
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

No injuries damage to rear bumper

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

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

Auto:	$ 1060.93
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 1060.93

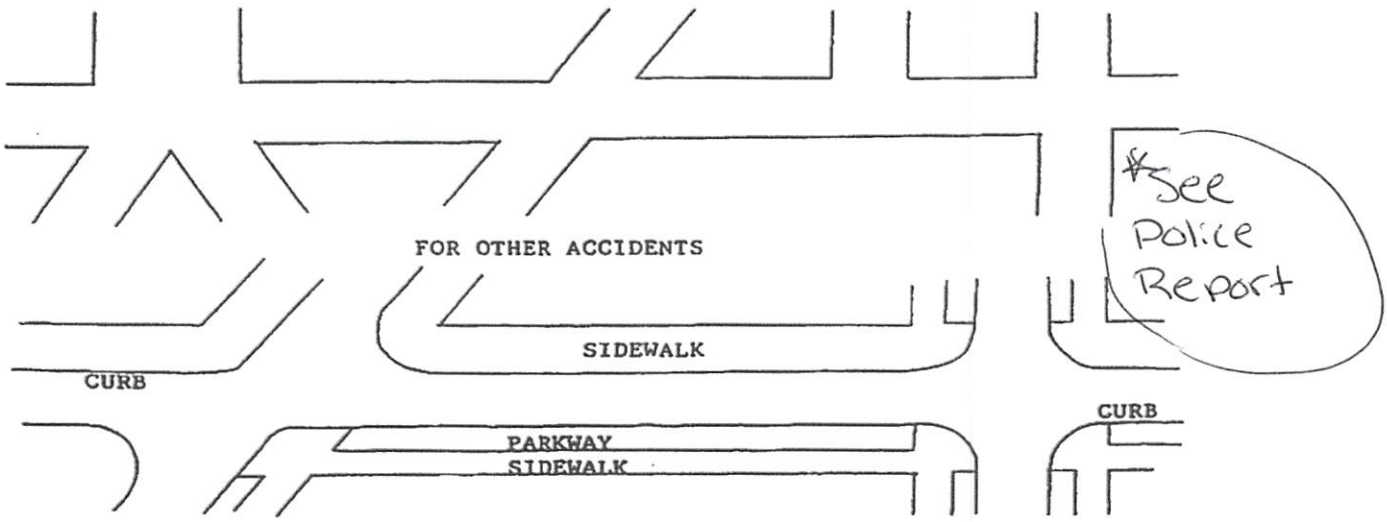
Damaged vehicle (if applicable)

Make: Ford Model: Focus Year: 2005 Mileage: 162,906

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 Cristy Murray DATE 10/28/22

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Cristy Murray

Claimant's Address: 1521 Kaufmann Ave Sheboygan 53081

Claimant's Phone No. (920)362-3664

Auto	$ 10660.93
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 10660.93

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 $ 10660.93 .

SIGNED Cristy Murray DATE: 10/28/22

ADDRESS: 1521 Kaufmann Ave Sheboygan WI 53081

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

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C22-16329

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

G7L0FQBC6T

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			OFFICER J. BECKER

Crash Date	Crash Time	Date Arrived	Time Arrived
09/02/2022	11:00 AM	09/02/2022	11:12 AM

Date Notified	Time Notified	Total Units	Total Injured	Total Killed
09/02/2022	11:05 AM	02	00	00

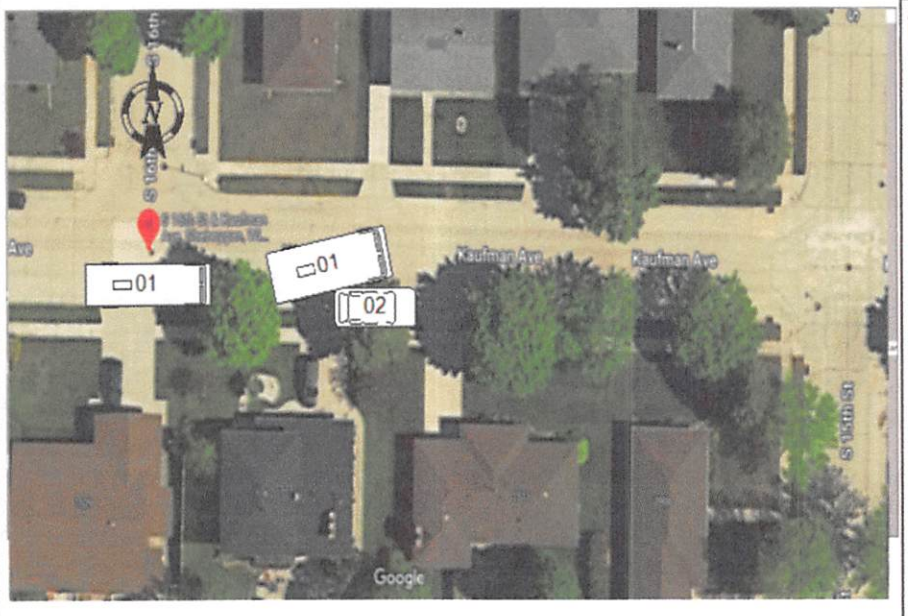
☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold

☐ Government Property	☐ Active School Zone	School Bus Related	Tags
		NO	

☑ Reportable	Crash Type	☐ Amended	☐ Secondary Crash
	DT4000 (STANDARD CRASH)		

Description

Diagram



Reconstruction By

Photos By
BECKER 485

Additional Information
PHOTOS

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1 WAS ON 1500 BLOCK OF KAUFMANN AVE PICKING UP GARBAGE CANS WITH THE GARBAGE TRUCK, TRAVELING EASTBOUND DOWN THE ROAD. UNIT 1 SET DOWN A GARBAGE CAN IN FRONT OF 1521 KAUFMANN AVE, BUT THE ARM WAS STILL OUT WHEN UNIT 1 BEGAN TO DRIVE TO THE NEXT GARBAGE BIN. THIS CAUSED THE ARM OF THE GARBAGE TRUCK THE COLLIDE WITH THE REAR OF UNIT 2 THAT WAS PARKED ON THE SOUTH SIDE OF THE ROAD. PARTS OF THE ARM ON UNIT 2 BROKE OFF AND THE REAR BUMPER OF UNIT 1 HAD A LARGE DENT AND PAINT SCRAPE. PICTURES TAKEN AND ATTACHED TO THE CASE. CRASH DOCUMENT CARD PROVIDED TO BOTH UNIT 1 AND 2.

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C22-16329

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Location

ON 1513 KAUFMANN AVE 97 FT E OF S 16TH ST (HOUSE/BUILDING 1513) IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.714170423	Longitude -87.725926203
	X Coordinate 441520.75	Y Coordinate 4840383
	Structure Type HOUSE/BUILDING	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY	
Manner of Collision 07 - SIDESWIPE/SAME DIRECTION	Light Condition DAYLIGHT	
Road Surface Condition(s) DRY	Roadway Factor(s) NONE	
Environment Factor(s) NONE		
Weather Condition(s) CLOUDY		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control FULL CONTROL	Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	NON-JUNCTION	NOT AN INTERSECTION

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification A CLASS		Unit Type TRUCK
Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				Operating As Endorsements
Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel EASTBOUND	☐ Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
Most Harmful Event: Collision With PARKED MOTOR VEHICLE		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR				

UNIT 01 — VEHICLE 01

Vehicle

License Plate Number C15358	Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 5VCACRAF5LC231629	Make AUTOCAR	Year 2020	Model TRUCK
Color WHI - WHITE	Body Style CB - CAB CHASSIS		Bus Use
Initial Contact Point 03 - RIGHT SIDE MIDDLE	Vehicle Damage 03 - RIGHT SIDE MIDDLE		
Extent Of Damage MINOR DAMAGE			



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C22-16329

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 01 — VEHICLE 01

Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: OTHER DISABLED
Driver Prior Action Other:	
Driver Actions: NO CONTRIBUTING ACTION	
Owner Name: SHEBOYGAN CITY (920) 459-4000	Owner Address: 828 CENTER AVE # 110 SHEBOYGAN, WI 53081 , US

Sequence Of Events

01	Event: MOTOR VEH IN TRANSPORT
02	Event: EQUIPMENT FAILURE (BLOWN TIRE, BRAKE FAILURE, ETC)
03	Event: PARKED MOTOR VEHICLE
04	Event:

UNIT 01 — INDIVIDUAL 001

Policy Holder

Insurance Company: CITIES-&-VILLAGES-MUTUAL-INS-CO	Government: SHEBOYGAN CITY

Individual

Driver: MARK A POLICH (920) 905-0419	Citations Issued: 0	Sex: MALE
	Date of Birth: 12/14/1979	Race: WHITE
Address: 2709 PERSHING AVE SHEBOYGAN, WI 53083 , US	Driver License Number: P4205417945405 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash:		Safety Equipment: SHOULDER & LAP BELT
Row: 01 - FRONT ROW	Seat Position: 09 - RIGHT	
Helmet Use:		Helmet Compliance:
Eye Protection:		Tint Compliance:

Injury

Injury Severity: NO APPARENT INJURY		Airbag: NON DEPLOYED
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action: NOT DISTRACTED	

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C22-16329

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 01 — INDIVIDUAL 001

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other | To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

UNIT 01 — TRUCK BUS 01

Carrier

☑ Use Vehicle Owner Same as Carrier	Source
	DRIVER

Name	Address
SHEBOYGAN CITY	828 CENTER AVE # 110 SHEBOYGAN, WI 53081 , US

GVWR	Vehicle Configuration	Cargo Body Type
10,001-26,000 LBS	SINGLE-UNIT TRUCK (2-AXLE AND GVWR MORE THA	GARBAGE/REFUSE
US DOT #	Carrier Type	Permitted Load
	INTRASTATE CARRIER	NOT APPLICABLE

☐ OS/OW Load	WI Permit Number	☐ Permitted Vehicle On Permitted Route	☐ Escort Vehicle Required By Permit	☐ Escort Vehicle Present

Measured Height	Measured Length	Measured Width	Measured Weight

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
LEGALLY PARKED	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
PASSENGER CAR	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
0		0	0	0

Insurance?	Direction Of Travel	☐ Pre Crash Tire Mark	Speed Limit	Total Lanes
YES	UNKNOWN		25	2

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
TWO-WAY, NOT DIVIDED	NO CONTROL	NO

Surface Type	Road Curvature	Road Grade
BLACKTOP (BITUMINOUS)	STRAIGHT	LEVEL

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C22-16329

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Truck Bus or HazMat: NO

UNIT 02 VEHICLE 02

Vehicle

License Plate Number	Plate Type	St	Country of Issuance
ALB8795	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
1FAFP34N35W209496	FORD	2005	FOCUS

Color	Body Style	Bus Use
BLU - BLUE	SD - SEDAN	

Initial Contact Point	Vehicle Damage
07 - LEFT REAR CORNER	07 - LEFT REAR CORNER, 08 - LEFT SIDE REAR
Extent Of Damage: MINOR DAMAGE	



Towed Due To Damage	Vehicle Removed By
NOT TOWED	OWNER

What Driver Was Doing	Vehicle Factors
LEGALLY PARKED	NOT APPLICABLE
Driver Prior Action Other	

Driver Actions: NO CONTRIBUTING ACTION

UNIT 02 VEHICLE 02

Owner Name	Owner Address
CRISTY LYNN MURRAY (920) 362-3664	1521 KAUFMANN AVE SHEBOYGAN, WI 53081 , US

Sequence Of Events

01	Event: PARKED MOTOR VEHICLE
02	Event: MOTOR VEH IN TRANSPORT
03	Event:
04	Event:

UNIT

Policy Holder

Insurance Company	Individual
STATE-FARM-GENERAL-INS-CO	CRISTY MURRAY

Property Owner

PROP OWNER 01

Individual	Address
CRISTY LYNN MURRAY	1521 KAUFMANN AVE SHEBOYGAN, WI 53081 , US

Fixed Objects Struck

	Striking Unit	Struck Object	Structure Number	Damage Tag Number
01	02	OTHER FIXED OBJECT		

DEAN'S AUTO BODY, INC.

Workfile ID: 018
PartsShare: 6Zz5VZ

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

Preliminary Estimate

Customer: Murray, Cristy

Written By: Joe Black

Insured:	Murray, Cristy	Policy #:		Claim #:	
Type of Loss:		Date of Loss:		Days to Repair:	0
Point of Impact:	07 Left Rear				

Owner:
Murray, Cristy
1521 Kaufmann Ave
Sheboygan, WI 53081
(920) 362-3664 Cell

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

Insurance Company:

VEHICLE

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

VIN:	1FAFP34N35W209496	Interior Color:		Mileage In:	162,906	Vehicle Out:	
License:	ALB-8795	Exterior Color:	Blue	Mileage Out:			
State:	WI	Production Date:	10/2004	Condition:	Poor	Job #:	

TRANSMISSION
Overdrive
5 Speed Transmission
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
DECOR
Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Rear Defogger
Keyless Entry
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
SAFETY
Drivers Side Air Bag
Passenger Air Bag
SEATS
Cloth Seats
Bucket Seats
WHEELS
Wheel Covers
PAINT
Clear Coat Paint

Preliminary Estimate

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	**REAR BUMPER**								
2		Repl	Bumper cover	6S4Z17K835BA	1	417.92		1.5	2.8
			Note: CCC Guide to Estimating G36						
			. Any Component clear coated as a separate procedure is not included. If the bumper cover requires a different clear coat mix because of flex additives, a separate procedure is required. - MOTOR, DEG Inquiry 5321						
3			Add for Clear Coat						1.1
4	**MISCELLANEOUS OPERATIONS**								
5	#	Repl	Administration Supplies		1	25.00			
6	#		Hazardous waste removal		1	6.00	T		
7	#	Repl	Flex additive		1	6.50	T		
				SUBTOTALS		**455.42**		**1.5**	**3.9**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				442.92
Body Labor	1.5 hrs	@	$ 68.00 /hr	102.00
Paint Labor	3.9 hrs	@	$ 68.00 /hr	265.20
Paint Supplies	3.9 hrs	@	$ 45.00 /hr	175.50
Body Supplies	1.5 hrs	@	$ 5.00 /hr	7.50
Miscellaneous				12.50
Subtotal				1,005.62
Sales Tax	$ 1,005.62	@	5.5000 %	55.31
Grand Total				**1,060.93**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,060.93**

MyPriceLink Estimate ID / Quote ID:
1009540312516796416 / 113073047

Preliminary Estimate

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

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

** All supplements must be addressed before the vehicle leaves. Any supplements left open will result in the vehicle not being delivered until the supplement is agreed upon with a copy in hand.

Per Wisconsin Statue 628.46 - any claim not paid within 30 days is subject to a 7.5% interest charge.

TOTAL LOSS ESTIMATES
Charges for total loss estimates with pictures and documentation to support estimate
Minimum of 4 hours at $90 and going up from there depending what is all need to complete the written evaluation for a total loss.
Disassembly to gain access to document damage will be added on accordingly at the proper shop rate.
Scanning and measuring for diagnosing complete damage, will be billed out for each job accordingly at the proper shop rate.
Any OEM repair procedures needing a subscription to gather information for the repairs will also be added per vehicle according.

STORAGE CHARGES are $50 per day

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

Preliminary Estimate

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE2JK00, CCC Data Date 09/16/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

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

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Broadway Ford Hyundai Genesis 1010 S Military Ave Green Bay WI 54304	#6S4Z17K835BA Bumper cover Quote: 1338263642 Expires: 11/11/22	$ 417.92

Preliminary Estimate

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

ALTERNATE PARTS USAGE

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

VIN:	1FAFP34N35W209496	Interior Color:		Mileage In:	162,906	Vehicle Out:
License:	ALB-8795	Exterior Color:	Blue	Mileage Out:		
State:	WI	Production Date:	10/2004	Condition:	Poor	Job #:

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

DEAN'S AUTO BODY, INC.

1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494, Fax: (920) 457-6495

Image Report

Owner:	Murray, Cristy	Insurance:		Estimator:	Joe Black	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2005	Color:	Blue	License Plate:	ALB-8795	Production Date:	10/2004
Make:	FORD	Body Style:	4D SED	State:	WI	Mileage In:	162,906
Model:	Focus SE ZX4	Engine:	4-2.0L Gasoline S...	VIN:	1FAFP34N35W209496	Condition:	Poor



10/12/2022
Comments:



10/12/2022
Comments:



10/12/2022
Comments:



10/12/2022
Comments:



10/12/2022
Comments:



10/12/2022
Comments:

DEAN'S AUTO BODY, INC.
1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494, Fax: (920) 457-6495

Image Report

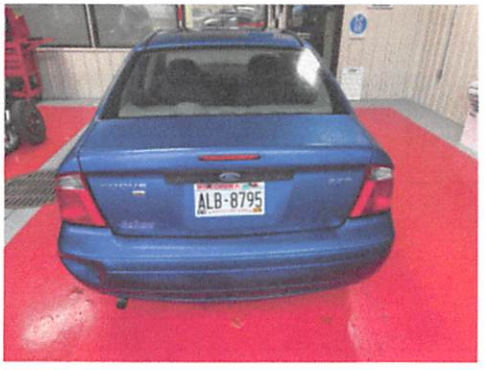
Owner:	Murray, Cristy	Insurance:		Estimator:	Joe Black	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2005	Color:	Blue	License Plate:	ALB-8795	Production Date:	10/2004
Make:	FORD	Body Style:	4D SED	State:	WI	Mileage In:	162,906
Model:	Focus SE ZX4	Engine:	4-2.0L Gasoline S...	VIN:	1FAFP34N35W209496	Condition:	Poor



10/12/2022
Comments:



10/12/2022
Comments:



10/12/2022
Comments:



10/12/2022
Comments:



10/12/2022
Comments:



10/12/2022
Comments:

DEAN'S AUTO BODY, INC.

1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494, Fax: (920) 457-6495

Image Report

Owner:	Murray, Cristy	Insurance:		Estimator:	Joe Black	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2005	Color:	Blue	License Plate:	ALB-8795	Production Date:	10/2004
Make:	FORD	Body Style:	4D SED	State:	WI	Mileage In:	162,906
Model:	Focus SE ZX4	Engine:	4-2.0L Gasoline S...	VIN:	1FAFP34N35W209496	Condition:	Poor



10/12/2022
Comments:



10/12/2022
Comments:



10/12/2022
Comments:



10/12/2022
Comments:



10/12/2022
Comments:

II

R. O. No. 64 - 22 - 23. By CITY CLERK. September 19, 2022.

Submitting a claim from Zeferina Soliz for alleged damages to vehicle when hit by a City garbage truck.

FAP

CITY CLERK

DATE RECEIVED SEP 0 8 2022

RECEIVED BY MKE

CLAIM NO. 13-22

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: Zeferina Soliz
2. Home address of Claimant: 2003 Indiana Ave Sheboygan
3. Home phone number: 920-254 6351
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 7/28/2022 8:43 am
6. Where did damage or injury occur? (give full description) left side of truck bed and rear of truck, damaging the side of the bed, tail light and tail gate + bumper
7. How did damage or injury occur? (give full description) city garbage truck backed into it while the pickup was parked legally in a parking lane
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: John Burkard
   (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").

NO injuries, my truck which was in very good condition for it's year is now in need of more than $5,000 in body repairs.

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

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

Auto:	$ 5,825.63
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 5,825.63

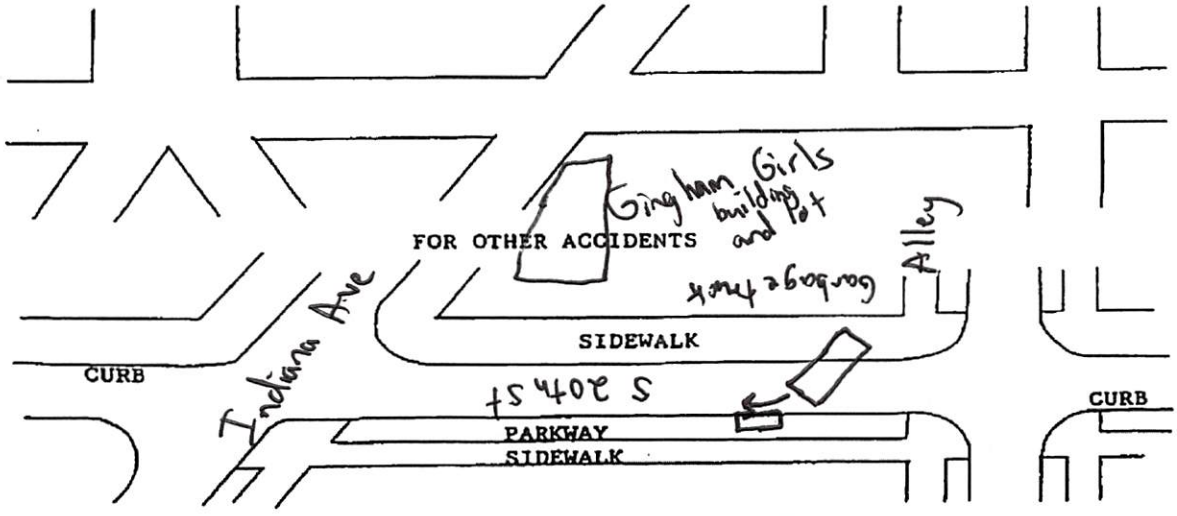
Damaged vehicle (if applicable)

Make: Ford Model: F150 Year: 2001 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 Zeferina Soliz DATE 9-7-2022

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Zeferina Soliz

Claimant's Address: 2003 Indiana Ave

Claimant's Phone No. 9202546351

Auto	$ 5825.63
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 5825.63

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 $ 5825.63 .

SIGNED Zeferina Soliz Ramirez DATE: 9-7-2022

ADDRESS: 2003 Indiana Ave Sheboygan wi 53081

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

CITY OF SHEBOYGAN
828 CENTER AVENUE

PAYMENT SUMMARY R
DATE: 08/22/22 CUSTOMER#:
TIME: 17:00:06
CLERK: pdmjc310

RECPT#:	173236	PREV BAL:	.25
TP/YR:	P/2022	AMT PAID:	.25
BILL:	173236	ADJSTMNT:	.00
EFF DT:	08/22/22	BAL DUE:	.00

Misc Cash Receipts

----------TOTALS----------

AMT TENDERED:	.25
AMT APPLIED:	.25
CHANGE:	.00

PAID BY: RAMIREZ, ZEFERINA
PAYMENT METH: CASH
PAYMENT REF:

TOT PREV BAL DUE	.25
TOT BAL DUE NOW :	.00



VAN HORN COLLISION CENTER OF SHEBOYGAN

FAMILY BORN, EMPLOYEE OWNED
3624 Kohler Memorial Drive, PO BOX 298,
PLYMOUTH WI 53073, SHEBOYGAN, WI 53081
Phone: (920) 458-6111

Workfile ID: 01b4b56
PartsShare: 6W2bMp
Federal ID: 46-4704899

Preliminary Estimate

Customer: geronimo, ZESERINA **Job Number:**

Written By: RENE LANGLOIS

Insured: geronimo, ZESERINA
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
geronimo, ZESERINA

Inspection Location:
VAN HORN COLLISION CENTER OF SHEBOYGAN
3624 Kohler Memorial Drive
PO BOX 298, PLYMOUTH WI 53073
SHEBOYGAN, WI 53081
Repair Facility
(920) 458-6111 Business

Insurance Company:
CITY OF SHEBOYGAN

VEHICLE

2001 FORD F-150 XLT Supercab 157" WB 4D P/U 8-4.6L Gasoline SEFI

VIN: 1FTRX17W51NA30697
License: PX6054
State: WI

Interior Color:
Exterior Color:
Production Date: 9/2000

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION
Overdrive
5 Speed Transmission
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
DECOR
Dual Mirrors
Privacy Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Cassette
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
SEATS
Cloth Seats
Reclining/Lounge Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
TRUCK
Rear Step Bumper

Preliminary Estimate

Customer: geronimo, ZESERINA **Job Number:**

2001 FORD F-150 XLT Supercab 157" WB 4D P/U 8-4.6L Gasoline SEFI

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**PAINT IDENTIFICATION**							
2	**	Repl	A/M Cover Car		1	5.00		0.2
3	**PICK UP BOX**							
open		Repl	LT Side panel 6.5 foot bed w/whl opening	F75Z9927841DA	1	1,073.55	11.5	3.0
5			Add for Clear Coat					1.2
6			Set back box assy				1.5	
7		Repl	Tail gate	F65Z9940700AX	1	528.65	1.0	3.0
8			Overlap Major Non-Adj. Panel					-0.2
9			Add for Clear Coat					0.6
10		R&I	Handle w/tail gate lock				Incl.	
11		R&I	LT Wheel opng mldg				0.3	
open		Repl	LT Body side mldg 8 foot bed	NOT USED	1			
13	*	R&I	Tail gate mldg				0.3	
open		Repl	Nameplate "F150"	F65Z16720C	1	34.78	0.2	
15		Repl	LT Upper molding 6 1/2 foot bed	XL3Z99291A41BAA	1	136.43	0.6	
16	*	R&I	LT Inner panel 6.5 foot bed				4.5	
17	**REAR LAMPS**							
18		Repl	LT Tail lamp assy	F85Z13405CA	1	33.98	Incl.	
19	**REAR BUMPER**							
20		R&I	R&I bumper assy				0.6	
21	#	Repl	Hazardous waste removal		1	5.00 X		
22	#	Repl	Corrosion protection primer		1	25.00 T		0.5
23	#	Subl	Admin Fee		1	110.00		
24	#	Rpr	Damage from unibody clamps left side				0.5	0.5
25	#	Repl	Seam sealer/caulking		1	30.00 T	0.5	
26	#	Repl	Panel bond adhesive		1	30.00 T	0.5	
27	#	Rpr	Pre scan				1.0 M	
28	#	Rpr	Post scan				1.0 M	
				SUBTOTALS		**2,012.39**	**24.0**	**8.8**

Preliminary Estimate

Customer: geronimo, ZESERINA **Job Number:**

2001 FORD F-150 XLT Supercab 157" WB 4D P/U 8-4.6L Gasoline SEFI

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,922.39
Body Labor	22.0 hrs	@	$ 68.00 /hr	1,496.00
Paint Labor	8.8 hrs	@	$ 68.00 /hr	598.40
Mechanical Labor	2.0 hrs	@	$ 175.00 /hr	350.00
Paint Supplies	8.8 hrs	@	$ 48.00 /hr	422.40
Miscellaneous				90.00
Subtotal				4,879.19
Sales Tax	$ 4,874.19	@	5.5000 %	268.08
Grand Total				**5,147.27**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**5,147.27**

MyPriceLink Estimate ID / Quote ID:
992432371045244928 / 110789218

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

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

INVOICE

ESTIMATE CHARGE

DATE PAID: 8-25-22

Georgia Avenue Body Shop
1819 Georgia Avenue
Sheboygan, WI. 53081

CUSTOMER: Zeferina Soliz Ramirez

ADDRESS: 2003 Indiana AVE

CITY: Sheboygan STATE: WI ZIP: 53081

PHONE #: 920 2546351

Estimate charge of $25.00 to be paid prior to any estimate at our shop.
$25.00 Reimbursable at the time of Final Invoice for work done

PAID: Credit Card $28.00 or Cash or Check $25.00

jpm

Due to a tremendous increase in expenses and overhead dealing with Insurance Companies,
We regret dropping our free estimate policy.
Perhaps someday it can return.

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

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

08/25/2022 02:40 PM

Owner

Owner: Zaferiua Saliz Ramirez
Address: 2003 Indiana Avenue
City State Zip: Sheboygan, WI 53081
Work/Day: (920)254-6351
FAX:

Inspection

Inspection Date: 08/25/2022 02:40 PM
Primary Impact: Left Rear Corner
Inspection Type:
Secondary Impact:

Contact: James Miller

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave
City State Zip: Sheboygan, WI 53081
Email: gabs@gabsinc.biz
Contact: GEORGIA AVENUE
Work/Day: (920)458-3272
FAX: (920)458-3284
Work/Day:

Target Complete Date/Time:
Days To Repair: 11

Vehicle

OEM Part Price Quote ID: ****

2001 Ford F-150 XLT 4 DR Ext Cab Short Bed
8cyl Gasoline 4.6
4 Speed Automatic

Lic.Plate: PX6054
Lic Expire:
Veh Insp# :
Condition: Poor
Ext. Color: Dark Teal
Ext. Refinish: Two-Stage
Ext. Paint Code: PNMG2
Lic State: WI
VIN: 1FTRX17W51NA30697
Mileage Type: Actual
Code: P8154C
Int. Color: Dillon
Int. Refinish: Two-Stage
Int. Trim Code: 000ZS

Options - ***AudaVIN Information Received***

AM/FM CD Player
Anti-Lock Brakes
Chrome Step Bumper
Electronic Compass
Intermittent Wipers
Lighted Entry System
Power Brakes
Power Steering
Rear Bench Seat
Tachometer
Air Conditioning
Automatic Trans
Cruise Control
Floor Mats
Keyless Entry System
Limited Slp Differential
Power Door Locks
Power Windows
Sliding Rear Window
Theft Deterrent System
Aluminum/Alloy Wheels
Carpeting
Dual Airbags
Full Size Spare Tire
Leather Steering Wheel
Overhead Console
Power Mirrors
Privacy Glass
Split Front Bench Seat
Tilt Steering Wheel

Tinted Glass Velour/Cloth Seats

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	E	442		Mldg,Bedside Pnl Upr LT	XL3Z99291A41BAA	$136.43			0.4	SM
2	RI	443		Mldg,Bedside Pnl Upr RT	R & I Assembly				0.4	SM
Frame										
3	I	587		Frame Assy,Complete	Repair				1.0*	FR
				>> CHECK FOR POSSIBLE DAMAGE						
4	L	587		Frame Assy,Complete	Refinish				0.6	RF
					0.6 Surface					
Rear Suspension										
5	P	800		Suspension Check Rear	Check				1.0*	ME
Cab And Components										
6	I	336		Panel,Cab Rear	Repair				4.0*	SM
7	L	336	13	Panel,Cab Rear	Refinish				3.8	RF
					2.7 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
Bed										
8	RI	460		Flare,Wheel Opening LT	R & I Assembly				0.3	SM
9	RI	461		Flare,Wheel Opening RT	R & I Assembly				0.3	SM
10	EU	518		Complete Bed Assembly	Replace Recycled	$1,600.00*			2.5	SM
11	L	518		Complete Bed Assembly	Refinish				12.3	RF
					8.4 Surface					
					2.1 Edge					
					1.8 Two-stage					
12	RI	529		Bed Liner R & I	R & I Assembly				0.5	SM
Back Glass										
13	RI	368		Glass Assy,Sliding	R & I Assembly				2.4	SM
14	RI	454		Mldg Assy,Back Glass	R & I Assembly				INC	SM
Rear Bumper										
15	RI	582		Bumper Assy,Rear Step	R & I Assembly				INC	SM
16	EP	532		Reinf,Rear Bumper	Replace PXN	$220.00			INC	SM
17	E	122	49	Brkt,Rear Bumper Mtg LT	F75Z17795AA	$13.12			0.5	SM
18	E	123	49	Brkt,Rear Bumper Mtg RT	F75Z17795AA	$13.12			0.1	SM
19	E	124	49	Brkt,Rear Bumper Mtg LT	F65Z17C886CA	$45.15			0.2	SM
20	E	125	49	Brkt,Rear Bumper Mtg RT	F65Z17C886CA	$45.15			0.2	SM
Rear Body, Lamps And Floor Pan										
21	EP	533		Taillamp Assembly LT	Replace PXN	$33.00			INC	SM
Manual Entries										
22	L	M14		Corrosion Protection	Refinish	$30.00*			2.0*	RF
23	N	M30		Collision Repair Material	Additional Labor	$28.00*				SM
24	N	M60		Hazardous Waste Removal	Additional Labor	$5.25*				SM
25	N			CAR COVER VAN OR TRUCK	Additional Labor	$15.00*			1.5*	SM
26	N			BATTERY DISCONNECT	Additional Labor	$7.50*				ME*
27	E			BED BOLTS	Replace OEM	$90.00*			2.0*	SM*
				Quantity of 6 @ $15.00* each						

27 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
49	UNPRINTED ALTERNATE PARTS COMPARE

Estimate Total & Entries

OEM Parts		$342.97	
Other Parts		$1,938.75	
Paint & Materials	18.7 Hours @ $46.00	$860.20	
Parts & Material Total			$3,141.92
Tax on Parts & Material	@ 5.500%		$172.81

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$65.00	9.8	5.5	15.3	$994.50
Mech/Elec (ME)	$90.00		1.0	1.0	$90.00
Frame (FR)	$80.00		1.0	1.0	$80.00
Refinish (RF)	$65.00	18.7		18.7	$1,215.50

Labor Total	36.0 Hours		$2,380.00
Tax on Labor	@ 5.500%	$130.90	
Gross Total			**$5,825.63**
Net Total			**$5,825.63**

Alternate Parts Y/07/02/00/05/01 Cumulative 07/02/00/05/01 Zip Code: 53081 Default
OEM Part Prices DT 08/25/2022 02:40 PM EstimateID 992152659324575744 QuoteID ****
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.1.519 ES 08/25/2022 02:55 PM REL 8.1.519 DT 07/01/2022 DB 08/15/2022
State Disclosure:WI
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2.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly

P = Check AA = Appearance Allowance RP = Related Prior Damage

SOLERA | Audatex
Vehicle Claims

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II

R. O. No. _____ - 22 - 23. By CITY CLERK. September 6, 2022.

Submitting a document from the Wisconsin State Board of Assessors regarding a Personal Property Objection received from Georgia Pacific Corrugated LLC on August 12, 2022.

_____

CITY CLERK

State of Wisconsin • STATE BOARD OF ASSESSORS

2135 RIMROCK RD MADISON WI 53713

Mailing Address:
PO Box 8971 #6-97
Madison, WI 53708-8971
Phone: (608) 267-7788
Fax: (608) 264-6897

Copy to Municipal Clerk:

MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

Appellant:

GEORGIA PACIFIC CORRUGATED LLC
PO BOX 105681
ATLANTA GA 30348-5681

Copy of Manufacturer's Objection Acknowledgement

Appeal No.	81-097-PPO-22	**Municipality**	C Sheboygan
Property Location	1927 Erie Ave	**State ID No.**	81-59-281-P-000013314
Date Filed	August 15, 2022	**Supplemental Date**	October 14, 2022

The Wisconsin State Board of Assessors (BOA) received your Personal Property Objection on August 12, 2022. We will review your objection to determine if it meets the statutory filing requirements.

BOA may deny your objection if any of the following exist

- Your 2022 manufacturing self-reporting form for the parcel or account was not filed by the due date (sec. 70.995(12)(a), Wis. Stats.)
- Objection was not filed within the 60-day limit (sec. 70.995(8)(b)1, Wis. Stats.)
- Reasons for the objection, your estimate of full market value, and the basis for your estimate are not stated on the state prescribed objection form (sec. 70.995(8)(c)1, Wis. Stats.)
- Filing fee, if required, was not submitted (sec. 70.995, Wis. Stats.)
- Your filing was incomplete (no "Date Filed" above, see back page)

Additional Information

See the back page for information on next steps, supplemental information and additional resources.

Questions?

- Contact (Position Vacant) at (920) 448-5191
- Refer to the above appeal number when discussing this objection

State of Wisconsin
State Board of Assessors

Krista Zettle, Clerk / August 15, 2022

enclosure: Copy of objection form

cc: Green Bay Manufacturing & Utility District Office

Manufacturing Assessment Appeal Information

The manufacturer listed on the front of this document filed a Personal Property objection with the Wisconsin State Board of Assessors (BOA). If a manufacturer appeals their assessment to the BOA and the municipality does not agree with the manufacturer's appeal, the municipality may appeal the same property (cross appeal) to the BOA.

What should your municipality do next?

1. Under sec. 70.995(8)(d), Wis. Stats., a municipality affected by an objection may file an appeal to that objection within 15 days after the date filed of **August 15, 2022**
2. Your municipality's governing body should consider whether to file a cross appeal
3. Attach two dated copies of the governing body's authorization (order) with the objection form (Provide within 60 days of filing the cross appeal)

What happens at the BOA level?

1. BOA assigns the appeal to the Manufacturing & Utility District Office where the property is located. **Note:** When you discuss the appeal, refer to the appeal number **81-097-PPO-22**.
2. The district office reviews the information and determines the next course of action. A district specialist may do one of the following:
   a. Contact the manufacturer for clarification or additional information
   b. Schedule an appointment to inspect the manufacturing property
   c. Make a recommendation after reviewing the information provided, along with any other available information
3. BOA will meet to review the district specialist analysis and all the information provided
4. BOA will notify you by mail of its determination
5. If you are not satisfied with the BOA's decision, you have 60 days to appeal to the TAC. At a hearing before the TAC, you will have the opportunity to give direct testimony regarding your position and the activities taking place there.

Manufacturing BOA Appeal Guide

For more information, review the Guide to Manufacturing Board of Assessor Appeals (prop066) on the Wisconsin Department of Revenue's website, located at: revenue.wi.gov/pubs/slf/prop066.pdf.

Form **PA-131**

Objection to Manufacturing Personal Property Assessment

■ Complete all sections ■ See Filing Requirements on page 2

Wisconsin Department of Revenue

Section 1: Who is filing this objection? *(check one)*

☒ Property owner/agent * ☐ Municipality/agent * ***If agent, submit current Agent Authorization Form (PA-105) with this form**

Section 2: Property Owner and Property Information

Property owner name *(on assessment notice)*			Taxation district *(Check one)* ☐ Town ☐ Village ■ City	County
Georgia-Pacific Corrugated, LLC			Enter municipality → Sheboygan	Sheboygan
Mailing address			Street address of property	
Attn: Sasha Oberbeck - Property Tax, PO Box 105681			1927 Erie Avenue	
City	State	Zip	City	State / Zip
Atlanta	GA	30348-5681	Sheboygan	WI

Section 3: Contact Information

Name / title *(owner, agent, officer)*			Company name	
Don Millis, Kristina Somers, Sara Rapkin, Shawn Lovell & Karla Nettleton			Reinhart Boerner Van Deuren s.c.	
Mailing address			Phone	Fax
22 E. Mifflin Street, Suite 700			(608) 229 - 2200	(608) 229 - 2100
City	State	Zip	Email	
Madison	WI	53703	dmillis@reinhartlaw.com	

Section 4: Assessment Information and Opinion of Value

Date of Personal Property Assessment Notice *(mm-dd-yyyy)*: 06 - 13 - 2022

State ID no. *(on notice)*: 8 1 5 9 2 8 1 P 0 0 0 0 1 3 3 1 4

Assessment as shown on notice:		**Your opinion of value:**	
Boats and watercraft	0	Boats and watercraft	0
Machinery and equipment	379,200	Machinery and equipment	111,005
Furniture and fixtures	58,900	Furniture and fixtures	58,900
All other personal property	500	All other personal property	500
Buildings on leased land	0	Buildings on leased land	0
Total	438,600	**Total**	170,405

Section 5: Reason for Objection and Basis of Estimate

Reason(s) for your objection: *(Attach additional sheets if needed)*	Basis for your opinion of value: *(Attach additional sheets if needed)*
The assessment includes exempt property and greatly inflates the value of the personal property in the owner's possession.	The opinion of value represents petitioner's estimate of the personal property value after removal of exempt personal property that is included in the assessment.

Section 6: Submitting Additional Information

Under state law (sec. 70.995(8)(c)2., Wis. Stats.), you may submit additional information to the State Board of Assessors (BOA) within 60 days of your appeal.

☐ I hereby waive my right to provide additional information to the BOA under sec. 70.995(8)(c)2., Wis. Stats.

For Department Use Only

BOA# _____

RECEIVED
AUG 12 2022
WI DEPT. REV
Div. of State & Local Finance

I, the undersigned, declare under penalties of law that I have personally examined this form and supplemental documents. To the best of my knowledge and belief it is true, correct and complete.

Owner / Authorized Agent Sign Here

Name *(please print)*: Don M. Millis

Signature: Don M. Millis

Company or title: Reinhart Boerner Van Deuren s.c.

Date *(mm-dd-yyyy)*: 08 - 12 - 2022

PA-131 (R. 11-21) 2022-08-08

COPY

Wisconsin Department of Revenue
Manufacturing & Utility Bureau
200 N Jefferson St Ste 126
Green Bay, WI 54301-5100

Wisconsin Department of Revenue / Manufacturing & Utility Bureau
2022 Notice of Personal Property Assessment

Notice date	Jun 13, 2022	
State ID no.	81-59-281-P000013314	
County of	81-59	Sheboygan
Taxation district	281	C of Sheboygan
DOR account no.	000013314	
Site description		
Site address	1927 Erie Ave	
School code	595271	
Special districts		

004334
GEORGIA PACIFIC CORRUGATED LLC
TAX DEPT
PO BOX 105681
ATLANTA GA 30348-5681

Boats & watercraft	$	0
Machinery & equipment		379,200
Furniture & fixtures		58,900
All other		500
Buildings on leased land		0
Total	$	438,600

Contact Information
If you have any questions, contact the Manufacturing & Utility Bureau District Office in your area at mfgtel81@wisconsin.gov or (920) 448-5191.

See other side for appeal procedures

MFGAA105WI (R. 03-18)

Wisconsin Department of Revenue
Manufacturing & Utility Bureau
200 N Jefferson St Ste 126
Green Bay, WI 54301-5100

Wisconsin Department of Revenue / Manufacturing & Utility Bureau
2022 Notice of Personal Property Assessment

Notice date	Jun 13, 2022	
State ID no.	81-70-266-P000014030	
County of	81-70	Winnebago
Taxation district	266	C of Oshkosh
DOR account no.	000014030	
Site description		
Site address	411 413 E Murdock Ave	
School code	704179	
Special districts		

GEORGIA PACIFIC CORRUGATED LLC
TAX DEPT
PO BOX 105681
ATLANTA GA 30348-5681

Boats & watercraft	$	0
Machinery & equipment		75,400
Furniture & fixtures		13,700
All other		1,200
Buildings on leased land		0
Total	$	90,300

Contact Information
If you have any questions, contact the Manufacturing & Utility Bureau District Office in your area at mfgtel81@wisconsin.gov or (920) 448-5191.

See other side for appeal procedures

MFGAA105WI (R. 03-18)

Wisconsin Department of Revenue
Manufacturing & Utility Bureau
200 N Jefferson St Ste 126
Green Bay, WI 54301-5100

Wisconsin Department of Revenue / Manufacturing & Utility Bureau
2022 Notice of Real Property Assessment

Notice date	Jun 13, 2022	
State ID no.	81-59-281-R000001314	
County of	81-59	Sheboygan
Taxation district	281	C of Sheboygan
DOR parcel no.	000001314	
Local parcel no.	59281215500	
Site description		
Site address	1927 Erie Ave	
School code	595271	
Special districts		

GEORGIA PACIFIC CORRUGATED LLC
TAX DEPT
PO BOX 105681
ATLANTA GA 30348-5681

Land	$	488,300
Improvements:		1,845,000
Total	$	2,333,300

Contact Information
If you have any questions, contact the Manufacturing & Utility Bureau District Office in your area at mfgtel81@wisconsin.gov or (920) 448-5191.

See other side for appeal procedures

MFGAA105WI (R. 03-18)

Agent Authorization

for Property Assessment Appeals

If an agent is representing the property owner or municipality, the property owner or municipality must provide prior written authorization for the agent to represent the company or municipality when contacting the reviewing authority.

Section 1: Property Owner and Property Information

Company/property owner name: Georgia-Pacific Corrugated LLC			Taxation district (Check one) ☐ Town ☐ Village ☒ City; Enter municipality → Sheboygan		County: Sheboygan
Mailing address: Attn: Sasha Oberbeck - Property Tax, PO Box 105681			Street address of property: 1927 Erie Avenue		
City: Atlanta	State: GA	Zip: 30348-5681	City: Sheboygan	State: WI	Zip:
Parcel number: DOR No. 000013314	Phone: ( ) -		Email:		Fax: ( ) -

Section 2: Authorized Agent Information

Name / title: Don Millis, Kristina Somers, Sara Rapkin, Shawn Lovell & Karla Nettleton			Company name: Reinhart Boerner Van Deuren s.c.	
Mailing address: 22 E. Mifflin Street, Suite 700, Madison, WI 53703			Phone: (608) 229 - 2200	Fax: (608)229 - 2100
City: Madison	State: WI	Zip: 53703	Email: dmillis@reinhartlaw.com	

Section 3: Agent Authorization

Agent Authorized for: *(check all that apply)*

- ☒ Manufacturing property assessment appeals (BOA)
- ☐ Access to manufacturing assessment system (MAS)
- ☐ Wisconsin Department of Revenue 70.85 appeals
- ☐ Municipal Board of Review
- ☐ Other _____

Enter Tax Years of Authorization

2019 and future tax years until revoked in writing

Authorization expires: _____ - _____ - _____ *(mm - dd - yyyy)* (unless rescinded in writing prior to expiration)

Send notices and other written communications to: *(check one or both)* ☒ Authorized Agent ☒ Property Owner

Section 4: Agreement/Acceptance

I understand, agree and accept:

- The assessor's office may divulge to the agent any information it may have on file concerning this property
- My agent has the authority and my permission to accept a subpoena concerning this property on my behalf, but this grant of authority and permission does not cure or waive any defect in the subpoena or the manner in which it was served
- Signing this document does not relieve me of personal responsibility for timely reporting changed to my property and paying taxes, --or penalties for failure to do so, as provided under Wisconsin tax law.
- A photocopy and/or faxes copy of this completed form has the same authority as a signed original.
- If signed by a corporate officer, partner, or fiduciary on behalf of the owner, I certify that I have the power to execute this Agent Authorization form.

Section 5: Owner Grants Authorization

Owner Sign Here ▶	Owner name *(please print)*: Sasha Oberbeck	
	Owner signature: Sasha Oberbeck	
	Company or title: Tax Manager	Date *(mm-dd-yyyy)*: 08-05-2020

R. O. No. 50 - 22 - 23. By CITY CLERK. August 1, 2022.

Submitting an update to Notice of Claim submitted by Mary E. Sommersberger on October 16, 2019 for alleged injuries from a fall on Sunnyside Avenue.

CITY CLERK

ALPERT & FELLOWS LLP
INJURY LAWYERS

ATTORNEYS
D. TYLER FELLOWS
JORDAN P. BLAD
JACQUELINE LORENZ SEHLOFF
STEVEN R. ALPERT (1948-2017)

PARALEGALS
JENNIFER L. BRUSKY
PATRICIA G. KAKUK
ELIZABETH J. TUREK

DIRECT CORRESPONDENCE TO:
900 SOUTH 10TH STREET
SUITE 1
P.O BOX 994
MANITOWOC, WI 54221-0994

PHONE: 920-682-6361
FAX: 920-682-6373

HAND DELIVERED

July 21, 2022

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Re: Mary E. Sommersberger
Date of Incident: August 2, 2019

Dear Clerk:

Enclosed for filing please find a Notice of Claim for Mary E. Sommersberger. Please contact me if you have any questions.

Thank you for your cooperation

Yours very truly,

ALPERT & FELLOWS

Jordan P. Blad

JPB/pgk

Enc.

Claim No._____

CITY OF SHEBOYGAN
NOTICE OF CLAIM

Name:	Mary E.Sommersberger	Incident/Accident Information
Address:	1630 Sunnyside Avenue	Date: August 2, 2019
	Sheboygan, WI 53081	Time: 8:30 a.m.
Phone:	(920) 254-8133	Place: City of Sheboygan

Mary E. Sommersberger hereby makes a claim against the City of Sheboygan arising out of the circumstances above and as further described in her Notice of Circumstances of Claim filed on October 16, 2019 (see attached) in the amount of $50,000.00.

Ms. Sommersberger was injured on August 2, 2019 when she was walking on the south side of Sunnyside Avenue, West of South 12th Street in the 1200 block, and tripped on a pothole that was not visible because of shade from a tree and because it was filled with yard clippings. A neighbor in the area told Ms. Sommersberger that other people had fallen in the same area and the dangerous condition had been reported to the City prior to the incident, but the area where Ms. Sommersberger fell was not marked and there were no visible warnings posted. Shortly after the incident the area was repaired. Further, there are no public sidewalks on this street so there was no alternative for Ms. Sommersberger to walk in this area. She sustained a dislocated shoulder and shattered bones within her shoulder and severe damage to her rotator cuff with permanent nerve damage. Ms. Sommersberger continues to treat and to date her medical bills total at least $169,640.04.

Attached hereto please find copies of the original Notice of Circumstances of Claim, photos of the area where Ms. Sommersberger fell, and an itemization of her medical bills and copies of excerpts of the most relevant medical records.

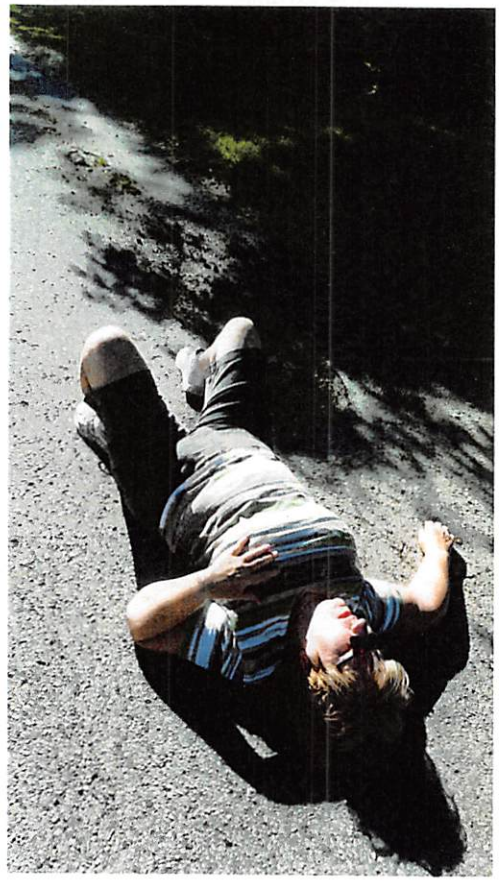
Signed: Mary E. Sommersberger Date: 7/21/2022
Mary E. Sommersberger

Drafted by:
Alpert & Fellows LLC
P.O. Box 0994
Manitowoc, WI 54221-0994
(920) 682-6361

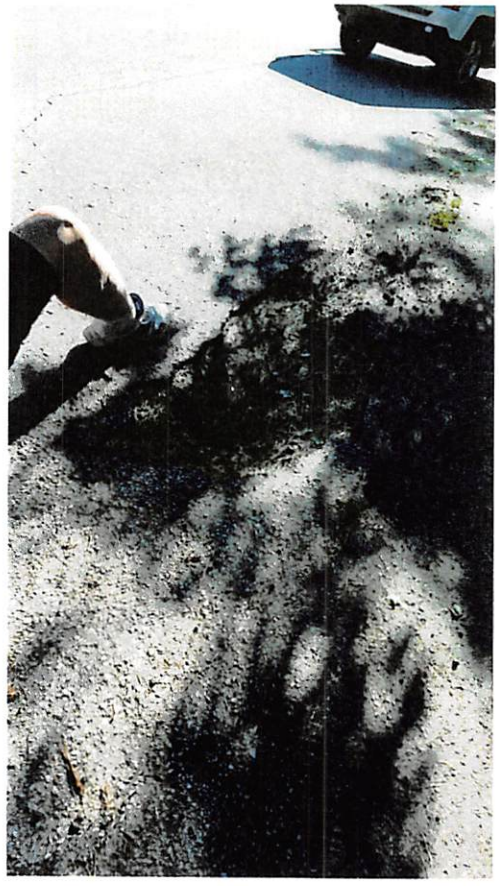
M. Sommerberger photos

D
8/2/19









OCT 18 '19 a 10:23

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

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: Mary E. Sommersberger
2. Home address of Claimant: 1630 Sunnyside Ave. Sheboygan, WI 53081
3. Home phone number: 920-254-8133
4. Business address and phone number of Claimant: —
5. When did damage or injury occur? (date, time of day) August 2, 2019 (approx. 8:30 a.m.
6. Where did damage or injury occur? (give full description) South side of Sunnyside Avenue - West of South 12th Street 1200 Block
7. How did damage or injury occur? (give full description) While walking on Sunnyside Ave. I tripped on a pothole. The pothole was not very visible because of the shade of a tree. (Sunnyside Ave. does not have sidewalks and you must walk in 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: —
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: Sunnyside Ave. had many areas needing repair. Several weeks after my fall, I reported and many areas were filled in.
   (b) Claimant's statement of basis for such liability: Other people had fallen in the same spot. A neighbor shared that she reported earlier the need to fill the pothole. It was never taken care of. After my fall she called again. My accident was on a Friday, and the following Monday it was filled.

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Mary E. Sommersberger

Claimant's Address: 1630 Sunnyside Ave.
Sheboygan, WI 53081

Claimant's Phone No. 920-254-8133

Auto	$ —
Property	$ —
Personal Injury	$ Pending
Other (Specify below)	$ Pending - unknown
TOTAL	$ Pending

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

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

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

See attached letter

SIGNED Mary E. Sommersberger DATE: 10/15/19

ADDRESS: 1630 Sunnyside Ave.
Sheboygan, WI 53081

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

1630 Sunnyside Avenue
Sheboygan, WI 53081
October 15, 2019

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

Dear City of Sheboygan,

This letter serves as a Notice of Claim against the City of Sheboygan, WI. The morning of August 2, 2019 at approximately 8:30 a.m. while walking down Sunnyside Avenue just West of South 12th Street I tripped on a pothole which was within a few feet of the grass area of homeowners. Sunnyside Avenue does not have sidewalks, which leaves no option other than walking in the street.

My toe of my shoe caught the edge of the pothole which was shaded by a tree. I was lying in the street, unable to get up calling for someone to help me. Neighbors and a motorist came to my aid and called the ambulance for me. One of the neighbors indicated that others had tripped in the same spot, and she had reported the pothole to the City of Sheboygan to be filled. Unfortunately, it was never attended to. Interestingly, the pothole was filled on Monday, which was the following working day.

I sustained severe injuries as a result of this fall. I dislocated my right shoulder and shattered bones within my shoulder as well as severe damage to my rotator cuff and probably permanent nerve damage. On August 7, 2019 I had a complete reverse shoulder surgery to repair my shoulder. As of this date, I continue to have pain and go twice a week to physical therapy as well as daily home exercises. My arm has no movement to the side because of the nerve damage. If this does not show improvement, I will need to go for a consult at a specialized clinic in Milwaukee. My daily living has been altered dramatically with basically the use of only one arm. I am a right-handed person, and simple chores such as eating, bathing, dressing, etc. are a challenge, and of course I am unable to drive as well as doing much of anything.

I try to remain positive of my future. At this time there are many unknowns. Hopefully I will be able to return to normal, but only time will tell. For these reasons I am filing this Claim of Notice to the City of Sheboygan within my 120 days. I want to remain within my legal rights for this injury.

Sincerely,

Mary E. Sommersberger

Mary E. Sommersberger

Value Code Report

Value Code	Dates of Service	Provider Of Service	Total Amount
PMD	7/2/2021 - 7/27/2021	ATI Physical Therapy	4,490.75
PMD		Aurora Health Center	0.00
PMD		Aurora Sheboygan Clinic	0.00
PMD	8/2/2019 - 8/17/2019	Aurora Sheboygan Memorial Medical Center	158,255.29
PMD	10/7/2020 - 6/30/2021	Blount Orthopedics	5,713.00
PMD	8/2/2019 - 8/2/2019	Sheboygan Fire Department	1,181.00
		SUBTOTAL FOR PMD	**$ 169,640.04**
Totals for all value codes			$ 169,640.04

Report Criteria:

Value codes = PMD
Value notes are not included
Sorted by: party, value code, provider name, start date

Patient Name: Sommersberger, Mary E

Agency Name: Sheboygan (City of) Fire Department
Unit Notified: 08/02/2019 08:38:55
Unit Call Sign: 819 Med 1
Incident Number: 773471
Destination Name: AURORA SHEBOYGAN MEMORIAL MEDICAL CTR
Arrived at Destination: 08/02/2019 09:24:50

Prehospital Care Report

Sheboygan (City of) Fire
Station 3
1326 N. 25th Street
Sheboygan, WI 53081
Work: (920) 459-3327
Fax: (920) 459-0209

Patient Information

Name: Sommersberger, Mary E
Address: 1630 Sunnyside avenue
City of Sheboygan, WI 53081

Age: 65 Years
Gender: Female
Weight: 74.8 kg

D.O.B.: 5/25/1954
Race: White

Patient's Phone Number	Type
(920) 245-8133	Mobile

Medical/Surgical History: Arthritis

Medical History Obtained From: Patient

Provider Impression

Primary Impression: Injury - Shoulder or Upper Arm

Secondary Impression: Injury - Shoulder or Upper Arm

Narrative

Narrative: Response: Sheboygan Fire Dept Med 1 dispatched and responded immediately code 3 for a 65 year old female who fell and injured her arm.

Chief Complaint: Pt complains of right shoulder and arm pain.

History: Pt denies past medical history.

Assessment: Upon arrival Pt was found lying supine in the street. Pt was A&OX4 with a GCS of 15. ABC's and CMS were fully intact. Skin was warm and dry. Pt's right arm was extended out to the side and deformed at the shoulder. Pt has positive CMS distal to the location of the pain and deformity. Pt denies head, neck, or back pain. Pt states she was tripped by a pothole. Pt denies LOC. Pt states she tripped on the pothole and put her arms out to brace herself. Pt has a small abrasion from her glasses. Eyes were PERRL. Pt denies other injury.

Treatment: Pt's vitals were obtained. A 20g IV with a saline lock was established in Pt's left hand. Pt was administered 100mcg of Fentanyl IVP. Pt's right arm was moved to the Pt's side and secured with a pillow and cravats. Pt had positive CMS distal to the location of the injury after splinting. Pt was rolled onto the left side and a spinal assessment was performed. No pain or deformities noted upon spinal assessment. A mega mover was placed under the Pt and Pt was lifted onto the cot. Pt was secured X3 and moved into Med 1. In Med 1 Pt was administered 2.5mg of versed IVP. A 4 and 12 lead was obtained showing a sinus rhythm with trigeminy. Pt denied chest pain. Pt denied SOB. Pt denied abdominal pain. A secondary assessment revealed not other injuries. Pt had clear breath sounds in all fields. Pt was administered 50mcg of Fentanyl IVP. While in route to Aurora Sheboygan Memorial Medical Center Pt was administered 50mcg of Fentanyl IVP. Upon arrival to Aurora Sheboygan Memorial Medical Center Pt was administered 50mcg of Fentanyl IVP. Pt was administered 2.5mg of versed IVP. Pt was administered a total of 250mcg of Fentanyl and 5mg of Versed while in care of SFD.

Transport: Pt was transported to Aurora Sheboygan Memorial Medical Center and Pt care was transferred to RN in ED without incident.

Bryan Stefancin
7030659

SHEBOYGAN FIRE DEPARTMENT RECORD
PROTECTED HEALTH INFORMATION
DO NOT DISCLOSE

Questionnaire (continued)

Patient Demographics

Address	Phone	E-mail Address
1630 SUNNYSIDE AVE SHEBOYGAN WI 53081-7700	000-000-0000 (Home) 920-254-8133 (Mobile) *Preferred*	msommers1954@gmail.com

Results

XR Humerus 2 View Right (Accession 12802635) (Order 769112351)
XR SHOULDER 2 VW RIGHT (Accession 12802634) (Order 769112353)

Imaging Information

Exam Information

Performed Procedure	Study Status	Begin Time	End Time
XR Humerus 2 View Right	Final	Fri Aug 2, 2019 10:20 AM	Fri Aug 2, 2019 10:40 AM

Staff Information

Technologist	Transcriptionist	Assigned Physician(s)	Assigned Pool(s)
Erin M Buhler	N/A	N/A	N/A

Verification Information

Signed By	Signed On
Robert J Swoboda, MD	Aug 2, 2019

Study Result

XR HUMERUS 2 VW RIGHT, XR SHOULDER 2 VW RIGHT

HISTORY: fall, pain

COMPARISON: None

FINDINGS: 2 views of the right shoulder show the comminuted humeral head-neck fracture with dislocation of the main head fragment anteriorly. Other bony structures at the right shoulder appear intact. AC joint is intact.

2 views of the right humerus again show the comminuted head-neck fracture. The humeral head is dislocated anteriorly. The greater tuberosity part of the humeral head appears to be a separate fracture fragment. The remainder of the humerus is intact.

IMPRESSION: Comminuted fracture of the right humeral head and neck with dislocation of the head anteriorly

Result History

XR Humerus 2 View Right (Order #769112351) on 8/2/2019 - Order Result History Report

Questionnaire (continued)

better prepare for your exam? ie Any physical limitations, Hard of hearing, Need an interpreter or use of a wheelchair?	
5. Have you had any previous X-rays, CT, MRI, NM, US or PET of the same area as this test?	
6. Information reviewed by:	
7. Date information was reviewed:	

End Exam

AHC RIS XR END

Question	Answer	Comment
1. Destination Chart Station:		
2. Only answer if not dictating in PowerScribe. What system will be used for dictation?	Powerscribe	

Patient Demographics

Address	Phone	E-mail Address
1630 SUNNYSIDE AVE SHEBOYGAN WI 53081-7700	000-000-0000 (Home) 920-254-8133 (Mobile) *Preferred*	msommers1954@gmail.com

Results

CT SHOULDER RIGHT (Accession 12803879) (Order 769112363)

Imaging Information

Exam Information

Performed Procedure	Study Status	Begin Time	End Time
CT SHOULDER WO CONTRAST RIGHT	Final	Fri Aug 2, 2019 12:35 PM	Fri Aug 2, 2019 12:50 PM

Staff Information

Technologist	Transcriptionist	Assigned Physician(s)	Assigned Pool(s)
Brianna Martinez	N/A	N/A	N/A

Verification Information

Signed By	Signed On	Marked as Prelim By	Marked as Prelim On
Kathleen E O'Mara, DO	Aug 2, 2019	Kathleen E O'Mara, DO	Aug 2, 2019

Study Result

EXAM: CT SHOULDER WO CONTRAST RIGHT

HISTORY: Fracture, shoulder.

COMPARISON: X-ray, 8/2/2019.

TECHNIQUE: CT of the right shoulder was performed without contrast. Multiple axial images were obtained from the supraclavicular soft tissues through the proximal humeral diaphysis. Coronal and sagittal reformatted images were also reviewed.

Study Result (continued)

FINDINGS:

There is a markedly comminuted fracture of the humeral head and neck, with associated dislocation. The largest fracture fragment of the humeral head, including the majority of the articular surface, is dislocated anteriorly, about 4 cm anterior to the glenoid. The articular surface is rotated anteriorly. The proximal humeral diaphyseal fracture fragment is also displaced anteriorly. There is some impaction of the diaphyseal fracture fragment with the humeral head fragment. The humeral head fragment is located at least 1.8 cm anterior to the diaphyseal fragment.

The posterior fracture of the humeral head, including the greater tuberosity, is located in close proximity to the glenoid.

There is a comminuted, nondisplaced Bankart fracture involving the entire anterior glenoid.

There is a large joint effusion, with layering fat indicating lipohemarthrosis. Nonspecific fat stranding ascends into the axilla.

There are moderate degenerative changes of the cervical spine.

No additional fracture is identified. Visualized portions of the lungs demonstrate no focal abnormality.

IMPRESSION:
1. Comminuted fracture-dislocation of the humeral head/neck.
2. Nondisplaced, comminuted fracture involving the anterior glenoid (osseous Bankhart lesion).
3. Large joint effusion with lipohemarthrosis.
4. Nonspecific edema extends into the axilla.

Result History

CT SHOULDER RIGHT (Order #769112363) on 8/2/2019 - Order Result History Report

Questionnaire

Order Entry

Question	Answer	Comment
1. Answer ONLY IF you want to modify the RAD recommendation for contrast		
2. Procedure special transport mode		
3. Additional clinical information:		
4. Do you have any allergies to medication, iodine, x-ray dye, or contrast?		
5. If you had a previous x-ray exam with an injection, was there any reaction to the contrast?		
6. Is Patient age 60 or older?		
7. Do you have any Kidney disease,previous kidney surgery, kidney transplant, kidney tumor, or dialysis?		
8. Is there a family history of Kidney failure?		

Aurora Health Care
AURORA SHEBOYGAN MEMORIAL MEDICAL CENTER
2629 N 7TH ST
SHEBOYGAN WI 53083-4932
Notes Report

Sommersberger, Mary E
MRN: 2331503, DOB: 5/25/1954, Sex: F
Adm: 8/2/2019, D/C: 8/3/2019

Patient Demographics

Address	Phone	E-mail Address
1630 SUNNYSIDE AVE SHEBOYGAN WI 53081-7700	000-000-0000 (Home) 920-254-8133 (Mobile) *Preferred*	msommers1954@gmail.com

Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM

Author: Mansoor H Mirza, MD	Service: Hospitalist	Author Type: Physician
Filed: 8/3/2019 12:12 PM	Date of Service: 8/3/2019 10:11 AM	Creation Time: 8/3/2019 10:11 AM
Status: Signed	Editor: Mansoor H Mirza, MD (Physician)	

Discharge Summary
Aurora Sheboygan Memorial Medical Center

Patient Name Mary E Sommersberger
MRN: 2331503
Date of Birth: 5/25/1954

Admit date: 8/2/2019
Discharge date: 8/3/2019

Disposition: Home

Admitting Physician: Mansoor H Mirza, MD. FACP.
Primary care provider: Harpreet Kaur, MD
Discharge Physician: Mansoor H Mirza, MD. FACP.

Primary Discharge Diagnoses:

1. Right shoulder comminuted fracture with dislocation, it was reduced by Dr. Green in the ER. Patient had intractable pain despite receiving significant amount of pain medications including fentanyl, morphine, and Versed. She was admitted for pain control. She required supraclavicular nerve block by the anesthesia. Dr. Farber's help was highly appreciated. Patient did have a good night sleep after the nerve block. She is still in pain but responding to oral pain meds. She'll be discharged home on oxycodone. She may take extra ibuprofen or Tylenol with it. Discharge instructions given to the patient. She verbalized and understood. Her husband present in the room. I cannot get them appointment over the weekend. They'll be calling Dr. Willsey who will be planning for surgical intervention for right shoulder fracture. Continue wearing sling.
2. History of hypertension, GERD, history of osteoporosis, prediabetic, migraine, cervical radiculitis, and history of neuropathy. Home meds to be continued as prior to the admission. Patient verbalized and understood.

Principal Problem:
Intractable pain
Active Problems:
GERD (gastroesophageal reflux disease)
HTN (hypertension)
Osteoporosis, post-menopausal
Allergic rhinitis

Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM (continued)

Dyslipidemia
Closed fracture dislocation of right shoulder
Inadequate pain control

Resolved Problems:
* No resolved hospital problems. *

Past Medical History:

Osteoporosis, unspecified	05/07/2012
Allergic rhinitis	
Migraine	
Vaginismus	
TMJ syndrome	
Chronic sinusitis	
GERD	
Cervical radiculitis	
Right lumbar radiculitis	
Neuropathy	12/2/2014
Comment: RLE, sp radiofrequency treatment to right heel	
Hiatal hernia	12/9/2015
Fracture	
Comment: right rib fracture	
Diverticulosis of colon	1/21/2016
Pre-diabetes	12/9/2015
Comment: FPG 101 in 12/2015	
Glaucoma	
Comment: left	
Pathological fracture of vertebra due to age-r*	7/3/2013

Consultations: IP CONSULT TO ORTHO
IP CONSULT TO ANESTHESIOLOGY
Transfusions: None.
Procedures: Supraclavicular nerve block given by Dr. Farber, dislocation was reduced by Dr. Green in the ER.

Hospital Course:
This is a 65-year-old female who was admitted to the hospital because of right shoulder fracture after a fall. She also has a dislocation which was reduced in the ER under the anesthesia. Patient's pain was not getting well controlled despite receiving multiple doses of IV fentanyl, morphine, Versed, and oral pain meds. I discussed with Dr. Farber, he was nice enough to came and help us to give her supraclavicular nerve block. Patient pain improved. She was able to sleep last night. As of this morning, she is tolerating oral pain meds and may be discharged home on pain meds. She is advised to follow-up with Dr. Willsey.

Code status: Full Resuscitation

Discharge Labs:
Recent Labs

Lab	08/02/19 1215
SODIUM	139
POTASSIUM	3.8
CHLORIDE	107
CO2	25
BUN	17
CREATININE	0.58
GLUCOSE	**133***
WBC	**12.5***
HGB	12.4
HCT	36.9
PLT	224

Microbiology Results
None

Significant Diagnostic Studies and Procedures:
Xr Humerus 2 View Right, Xr Shoulder 2 Vw Right

Result Date: 8/2/2019
Narrative: XR HUMERUS 2 VW RIGHT, XR SHOULDER 2 VW RIGHT HISTORY: fall, pain COMPARISON: None FINDINGS: 2 views of the right shoulder show the comminuted humeral head-neck fracture with dislocation of the main head fragment anteriorly. Other bony structures at the right shoulder appear intact. AC joint is intact. 2 views of the right humerus again show the comminuted head-neck fracture. The humeral head is dislocated anteriorly. The greater tuberosity part of the humeral head appears to be a separate fracture fragment. The remainder of the humerus is intact.

Impression: IMPRESSION: Comminuted fracture of the right humeral head and neck with dislocation of the head anteriorly

Ct Shoulder Right

Result Date: 8/2/2019
Narrative: EXAM: CT SHOULDER WO CONTRAST RIGHT HISTORY: Fracture, shoulder. COMPARISON: X-ray, 8/2/2019. TECHNIQUE: CT of the right shoulder was performed without contrast. Multiple axial images were obtained from the supraclavicular soft tissues through the

Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM (continued)

proximal humeral diaphysis. Coronal and sagittal reformatted images were also reviewed. FINDINGS: There is a markedly comminuted fracture of the humeral head and neck, with associated dislocation. The largest fracture fragment of the humeral head, including the majority of the articular surface, is dislocated anteriorly, about 4 cm anterior to the glenoid. The articular surface is rotated anteriorly. The proximal humeral diaphyseal fracture fragment is also displaced anteriorly. There is some impaction of the diaphyseal fracture fragment with the humeral head fragment. The humeral head fragment is located at least 1.8 cm anterior to the diaphyseal fragment. The posterior fracture of the humeral head, including the greater tuberosity, is located in close proximity to the glenoid. There is a comminuted, nondisplaced Bankart fracture involving the entire anterior glenoid. There is a large joint effusion, with layering fat indicating lipohemarthrosis. Nonspecific fat stranding ascends into the axilla. There are moderate degenerative changes of the cervical spine. No additional fracture is identified. Visualized portions of the lungs demonstrate no focal abnormality.

Impression: IMPRESSION: 1. Comminuted fracture-dislocation of the humeral head/neck. 2. Nondisplaced, comminuted fracture involving the anterior glenoid (osseous Bankhart lesion). 3. Large joint effusion with lipohemarthrosis. 4. Nonspecific edema extends into the axilla.

Ct Head Wo Contrast, Ct Cervical Spine W Contrast

Result Date: 8/2/2019
Narrative: EXAM: CT HEAD WO CONTRAST, CT CERVICAL SPINE W CONTRAST HISTORY: From order: Head trauma, minor, GCS>=13, low clinical risk, initial exam COMPARISON: Cervical MRI 7/27/2020 FINDINGS: The study was performed on 8/2/2019 10:08 AM CT head: Brain CT study showing no sign of hemorrhage mass or infarct. Is no subdural fluid or hydrocephalus. There is no cortical infarct. The brainstem and cerebellum are normal without focal abnormality. Sinuses and mastoids are clear. There is no calvarial fracture.

Impression: IMPRESSION: Normal head brain findings Cervical spine : Cervical spine again showing mild kyphosis mid cervical level. There is minimal cc 56 retrolisthesis which is stable. There is C5-6 degenerative disc narrowing and spurring. There is normal facet alignment with mild degenerative changes. The spinous processes are intact. The odontoid is normal. The ring of C1 is normal. No prevertebral mass or fluid is evident. The upper two cervical discs have normal contour with the mid and lower levels been obscured by beam hardening artifact. There are minimal bony foraminal encroachment changes The lung apices show no evidence of infiltrate or pneumothorax There is a small low-attenuation nodule in the inferior left thyroid lobe. Both lobes are mildly heterogeneous IMPRESSION: Cervical disc and facet degenerative changes with stable C5-6 mild retrolisthesis which appears degenerative. No acute fracture finding.

Pending Results:

Unresulted Labs (From admission, onward)

None

Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM (continued)

Unresulted Procedure (From admission, onward)
None

Discharge Exam:
Blood pressure 131/65, pulse 70, temperature 97.5 °F (36.4 °C), temperature source Temporal, resp. rate 16, height 5' 2" (1.575 m), weight 87.2 kg, SpO2 97 %.
General - Patient is alert, oriented and in no acute distress.
Coronary - Regular rate and rhythm without murmurs, rubs or gallops.
Pulmonary - Normal respiratory effort. Lungs are clear to auscultation bilaterally without wheezes rubs or rhonchi.
Abdomen - Soft, non-tender and non-distended. Bowel sounds are normoactive. No guarding or rebound tenderness. No Hepatosplenornegaly, palpable masses or hernias. No suprapubic tenderness.
Extremities - Warm without clubbing, cyanosis or edema. Normal range of motion except the right arm. Sling is on the right arm.
Skin - No rashes or lesions. Warm and dry. No decubitus ulcers.
Neurologic - Alert and oriented to person, place and time. CNs II-XII are intact. Strength, sensation, and tone are grossly intact. No focal deficits.

Patient Discharge Instructions:
1. Activity: As tolerated with sling on the right arm.
2. Diet: Regular Diet
3. Wound Care: none needed

4. **Discharge Medications**:
Current Discharge Medication List

START taking these medications

	Details
oxyCODONE, IMM REL, 10 MG immediate release tablet	Take 1 tablet by mouth every 6 hours as needed for Pain. *Qty:* 30 tablet, *Refills:* 0

CONTINUE these medications which have NOT CHANGED

	Details
Multiple Vitamins-Minerals (CENTRUM SILVER 50+WOMEN) Tab	
latanoprost (XALATAN) 0.005 % ophthalmic solution	Place 1 drop into both eyes nightly.

Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM (continued)

omeprazole (PRILOSEC) 20 MG capsule	Take 1 capsule by mouth daily. *Qty:* 90 capsule, *Refills:* 3
Fluticasone Propionate (FLONASE NA)	Spray 1 spray in each nostril daily.
loratadine (CLARITIN) 10 MG tablet	Take 10 mg by mouth daily.
Cholecalciferol (VITAMIN D) 2000 UNITS CAPS	Take 2,000 Units by mouth daily.
Calcium Carbonate-Vitamin D (CALCIUM 600+D3 PO)	Take by mouth. Calcium 600 plus Vitamin D 800, take one tab 2 times daily.
sumatriptan (IMITREX) 100 MG tablet	Take 100 mg by mouth daily as needed (for headache).
Dispense (CHECK, UNKNOWN CONCENTRATION)	Magnesium with chelated Zinc 400- 1 tab daily
DULoxetine (CYMBALTA) 60 MG capsule	Take 60 mg by mouth at bedtime.
Ascorbic Acid (VITAMIN C PO)	Take 1,000 mg by mouth daily.
DIAZepam (VALIUM) 5 MG tablet	Take 1 tablet by mouth every 8 hours as needed for Muscle spasms. *Qty:* 12 tablet, *Refills:* 0
albuterol 108 (90 Base) MCG/ACT inhaler	Inhale 2 puffs into the lungs every 4 hours as needed for Other (coughing). *Qty:* 1 Inhaler, *Refills:* 1
meloxicam (MOBIC) 15 MG tablet	1/2 to 1 tablet once daily as needed. *Qty:* 30 tablet, *Refills:* 1
SUMAtriptan Succinate Refill 6 MG/0.5ML SOLN	Inject 0.5 mLs into the skin once as needed. Indications: Migraine Headache

Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM (continued)

ALLERGIES:
Erythromycin

Follow-up:
Harpreet Kaur, MD
2414 KOHLER MEMORIAL DR
Sheboygan WI 53081
920-457-4461

In 1 week

Matthew R Willsey, DO
2414 KOHLER MEMORIAL DR
Sheboygan WI 53081
920-457-4461

call to get appt within 1-2 days.

Future Appointments

Date	Time	Provider	Department	Center
9/11/2019	10:00 AM	SBC IM NURSE	SBCIM2	SHC
12/5/2019	10:00 AM	SBC IM NURSE	SBCIM2	SHC
1/13/2020	7:15 AM	SBC LAB	SBCLAB	SHC
7/7/2020	8:00 AM	SBC LAB	SBCLAB	SHC
7/14/2020	10:00 AM	Harpreet Kaur, MD	SBCIM2	SHC

Time spent on discharge was more than 30 minutes.
Discharge discussed with staff, and with the patient. I will send copy of note to PMD and Dr. Willsey.

Signed:
Mansoor H Mirza, MD. FACP.
8/3/2019 12:04 PM

Patient Demographics

Address	Phone	E-mail Address
1630 SUNNYSIDE AVE SHEBOYGAN WI 53081-7700	000-000-0000 (Home) 920-254-8133 (Mobile) *Preferred*	msommers1954@gmail.com

Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM

Aurora Health Care
AURORA SHEBOYGAN MEMORIAL MEDICAL CENTER
2629 N 7TH ST
SHEBOYGAN WI 53083-4932

Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM (continued)

Author: Matthew R Willsey, DO | Service: Orthopedic Surgery | Author Type: Physician
Filed: 8/7/2019 5:09 PM | Date of Service: 8/7/2019 4:46 PM | Creation Time: 8/7/2019 4:46 PM
Status: Signed | Editor: Matthew R Willsey, DO (Physician)

OPERATIVE REPORT

DATE OF SERVICE:
8/7/2019

PREOPERATIVE DIAGNOSIS:
right comminuted proximal humerus fracture

POSTOPERATIVE DIAGNOSIS:
right comminuted proximal humerus fracture

PROCEDURE PERFORMED:
Procedure(s) (LRB):
Right Reverse TSA (Right)

SURGEON:
Matthew R Willsey, DO

ASSISTANT:
Lara Schmitz PA

ANESTHESIA:
General w/Regional Block

ESTIMATED BLOOD LOSS:
350 mL.

COMPLICATIONS:
No intraoperative complications.

IMPLANTS:
Implants
Baseplate
Baseplate Glnd Rsp 30mm Shldr P2 Strl Lf - Sna
Implanted (Right) Shoulder

Inventory item:	BASEPLATE GLND RSP 30MM SHLDR P2 STRL LF	Model/Cat number:	508-32-204
Serial number:	NA	Manufacturer:	DJ ORTHO
Lot number:	769P1618		

As of 8/7/2019

Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM (continued)

Status: **Implanted**

Bone

Cement Bn Smpx P Speedset Fd - Sna - Implanted (Right) Shoulder

Inventory item:	CEMENT BN SMPX P SPEEDSET FD	Model/Cat number:	6192-1-010
Serial number:	NA	Manufacturer:	STRYKER CORPORATION
Lot number:	DLZ034		

As of 8/7/2019
Status: **Implanted**

Head / Ball

Head Glnd 32mm Rsp Ntrl Shldr Rtn Scr Strl - Sna - Implanted (Right) Shoulder

Inventory item:	HEAD GLND 32MM RSP NTRL SHLDR RTN SCR STRL	Model/Cat number:	508-32-101
Serial number:	NA	Manufacturer:	DJ ORTHO
Lot number:	862C2747		

As of 8/7/2019
Status: **Implanted**

Insert

Insert Sckt Shldr Altivate Rvrs Ntrl 32mm E-+ - Sna - Implanted (Right) Shoulder

Inventory item:	INSERT SCKT SHLDR ALTIVATE RVRS NTRL 32MM E-+	Model/Cat number:	509-02-032
Serial number:	NA	Manufacturer:	DJ ORTHO
Lot number:	951W1259		

As of 8/7/2019
Status: **Implanted**

Screw

Screw Bn 5mm 14mm Rsp Lock Shldr Glnd Bsplt - Sna - Implanted (Right) Shoulder

Inventory item:	SCREW BN 5MM 14MM RSP LOCK	Model/Cat number:	506-03-114

	SHLDR GLND BSPLT		
Serial number:	NA	Manufacturer:	DJ ORTHO
Lot number:	831C1665		
As of 8/7/2019			
Status:	**Implanted**		

Screw Bn 5mm 38mm Rsp Lock Shldr Glnd Bsplt - Sna - Implanted (Right) Shoulder

Inventory item:	SCREW BN 5MM 38MM RSP LOCK SHLDR GLND BSPLT	Model/Cat number:	506-03-138
Serial number:	NA	Manufacturer:	DJ ORTHO
Lot number:	837C1151		
As of 8/7/2019			
Status:	**Implanted**		

Screw Bn 5mm 22mm Rsp Lock Shldr Glnd Bsplt - Sna - Implanted (Right) Shoulder

Inventory item:	SCREW BN 5MM 22MM RSP LOCK SHLDR GLND BSPLT	Model/Cat number:	506-03-122
Serial number:	NA	Manufacturer:	DJ ORTHO
Lot number:	833C1533		
As of 8/7/2019			
Status:	**Implanted**		

Screw Bn 5mm 38mm Rsp Lock Shldr Glnd Bsplt - Sna - Implanted (Right) Shoulder

Inventory item:	SCREW BN 5MM 38MM RSP LOCK SHLDR GLND BSPLT	Model/Cat number:	506-03-138
Serial number:	NA	Manufacturer:	DJ ORTHO
Lot number:	837C1151		
As of 8/7/2019			
Status:	**Implanted**		

Stem / Yoke

Stem Hum 108mm 8mm Shldr Djo Surg Altivate Rvrs Sm - Sna - Implanted (Right) Shoulder

Inventory item:	STEM HUM 108MM	Model/Cat number:	533-08-108

	8MM SHLDR DJO SURG ALTIVATE RVRS SM		
Serial number:	NA	Manufacturer:	DJ ORTHO
Lot number:	926W1174		
As of 8/7/2019 Status:	**Implanted**		

OPERATIVE INDICATIONS:
The patient is a 65 year old female. The patient had a significant proximal humerus fracture. After orthopedic workup it was determined that reverse total shoulder arthroplasty would be the best treatment choice.

OPERATIVE TECHNIQUE:
After the patient was identified, the right shoulder was marked as the appropriate surgical site. Preoperative indications, risks and treatment alternatives had been reviewed with the patient. The patient's questions were answered. Surgical consent was previously signed. Preoperative antibiotics were administered within 60 minutes of surgical start time for prophylaxis. The patient was transferred back to the operating room and placed in the supine position on the operating room table. All bony prominences were padded. The patient had general anesthetic administered. A surgical time out was performed in the OR preoperatively confirming patient identity and the right shoulder as the appropriate surgical site. The patient was then positioned upright in the beach chair position. The upper extremity and shoulder region were prepped and draped in a sterile fashion.

The deltopectoral incision was infiltrated with 1% lidocaine plus epinephrine. The incision was made down through the skin and subcutaneous tissues. Electrocautery was used to achieve hemostasis. The cephalic vein was identified and retracted laterally with the deltoid. The pec major was retracted medially. The upper pec major was partially incised for increased exposure. The arm was abducted, and the deltoid was swept from the humeral head using an elevator. A fair amount of hematoma was then evacuated. Digital palpation revealed comminuted fragments. . A modified Taylor retractor was inserted beneath the deltoid. The CA ligament was divided for increased exposure. A self-retaining Kolbel retractor was then placed medially beneath the pec major and laterally beneath the deltoid. The axillary nerve was identified digitally and protected. The clavipectoral fascia was incised, and soft tissues cleared. Beneath the conjoined tendon and the humeral head was free floating and lying within the axilla. This was removed. There was significant comminution of metaphyseal bone including the lesser tuberosity, greater tuberosity and other small bony fragments that had slips of rotator cuff attached. The supraspinatus was attached to a larger piece of greater tuberosity. The external rotators were attached to multiple fragments. There is no option for reconstruction of these fragments around the implant so the bony fragments were removed.

Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM (continued)

Retractors were removed, and we turned our attention to the glenoid.

Glenoid retractors were placed across the joint, oriented flush to the upper aspect of the humerus. Additional soft tissue releases were performed as necessary to facilitate glenoid exposure around the superior, anterior and posterior aspects of the glenoid using electrocautery. The most inferior aspect of the glenoid was released using a periosteal elevator. The humerus was then retracted posterior and inferior to the glenoid, giving excellent exposure. A Hohmann retractor was placed posterior superiorly. A Bankart retractor was placed over the anterior scapular neck. The glenoid drill guide was placed over the face of the glenoid. There was a noted large bony Bankart on the anterior inferior aspect that made up approximately 30% of the glenoid.. A central pilot hole was drilled. A measurement was taken and 30 mm was noted.. The tap was then inserted to the correct depth, and position was confirmed. The small, cannulated reamer was inserted over the tap, and the glenoid was carefully reamed down to a smooth concentric surface with good bleeding bone while the bony Bankart fragment was held reduced in place.. Reamers were upsized until the glenoid was completely prepared. Peripheral osteophytes and soft tissues were removed.

The tap was removed, and the base plate was inserted in correct orientation into the prepared glenoid. This component was firmly seated, noting excellent compression into the glenoid. A drill guide was applied to the base plate, and bi-cortical drill holes were created and measured, and appropriate length 5.0 mm locking screws were inserted. The most anterior inferior screw was carefully pierced through the bony Bankart fragment and the fragment was essentially lagged into the glenoid neck with the screw. This provided excellent fixation. There was no toggle or loosening with stress placed on the baseplate or with rotation..

Finally, the 32 mm glenosphere was inserted over the Morse taper of the base plate, and impacted into position. After confirming fixation, a locking torque screw was inserted.

A thin Teflon retractor was placed in front of the glenosphere, and the humerus was once again dislocated from the joint, taking great care to avoid dislodging the glenoid component.

Next, the humerus was then sounded with T-handled reamers up to a size 10 mm. A 10 mm broach was then used to place the stem into the shaft. A measurement with a ruler was taken from the attachment of the pectoralis in order to judge the proper height for seating the implant. A trial polyethylene was then placed in the shoulder was located. This provided excellent range of motion on the table with forward elevation to 140°, abduction to 90°, internal rotation is 70 external rotation to 90°.

The trial implants were then removed. A cement restrictor was placed into the shaft of the humerus. Cement with methylene blue was then mixed and inserted into the shaft. The size 8, purposely undersized, reverse shoulder stem was placed and lightly impacted into the humerus and into some of the proximal remaining bone and held in the proper orientation until cement hardened. This was seated to the appropriate height as judged by the insertion of the pectoralis tendon of 5.6 cm. Once the cement was hardened a trial implant was once again placed in the joint was located. Excellent motion was noted again. The joint was dislocated. The final 32 mm neutral polyethylene component was then opened and impacted onto the final humeral component. The joint was reduced, and

Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM (continued)

excellent stability and soft tissue tension were achieved. Full passive range of motion was achieved as listed previously. No evidence of impingement posteriorly in external rotation, inferiorly in adduction, or anteriorly with internal rotation was noted.

The wound was once again irrigated with pulse lavage. 500 mg of vancomycin powder was placed into the joint. The deltopectoral interval was approximated with 2-0 Vicryl and 2-0 Ethibond, the subcutaneous layer was closed with 2-0 Vicryl, and skin edges were approximated with 3-0 Monocryl running subcuticular suture. Sterile dressings applied. Arm was placed into a sling. The patient was awoken from anesthesia, extubated, and brought to recovery in stable condition. No complications. Counts correct.

Physician assistant required for procedure today with retraction, suction, soft tissue retraction and wound closure. Their participation in procedure was deemed essential.

Plan: The patient will receive three doses of antibiotics to be completed within 24 hours of surgery for antibiotic prophylaxis. Patient will have instruction by OT in am for movement. They will receive a postoperative x-ray in the PACU. If pain managed appropriate and ambulating patient will be discharged tomorrow. **Patient will start Physical therapy per protocol at 3 weeks from surgery.**

Dictating Provider
Matthew R Willsey, DO
8/7/2019
4:46 PM

Patient Demographics

Address	Phone	E-mail Address
1630 SUNNYSIDE AVE SHEBOYGAN WI 53081-7700	000-000-0000 (Home) 920-254-8133 (Mobile) *Preferred*	msommers1954@gmail.com

Brief Op Note by Lara C Schmitz, PA-C at 8/7/2019 5:02 PM

Author: Lara C Schmitz, PA-C	Service: Orthopedic Surgery	Author Type: Physician Assistant
Filed: 8/7/2019 5:02 PM	Date of Service: 8/7/2019 5:02 PM	Creation Time: 8/7/2019 5:02 PM
Status: Signed	Editor: Lara C Schmitz, PA-C (Physician Assistant)	

Operative Note:

This is to certify that I was present during the entire operative procedure and performed job duties as a first assistant during the surgical case. The duties include: Patient positioning on the operative table, sterilely draping the operative field, suctioning, retracting and wound closure during the operative procedure. The above duties were essential and necessary as they aided in a more efficient and safer procedure for the patient.

I currently hold a valid national certification, state licensure and hospital credentials as a Physician Assistant.

ORTHOPAEDIC HOSPITAL OF WISCONSIN

NAME:	Sommersberger, Mary E	MRN:	811-96-77
ROOM:		DOB:	05/25/1954
PHYSICIAN:	Dean W Ziegler, MD	ASST:	
DATE:	05/17/2021	ANESTH:	Kirsten Simanonok, MD

OPERATIVE REPORT

S42.124K

PREOPERATIVE DIAGNOSIS: Right shoulder status post reverse shoulder arthroplasty fracture, now failed secondary to instability as well as weakness and significant dysfunction.

M25.311 M25.811

POSTOPERATIVE DIAGNOSIS: Right shoulder status post reverse shoulder arthroplasty fracture, now failed secondary to instability as well as weakness and significant dysfunction with pseudosubluxation of the shoulder or laxity within the joint and an absence of rotator cuff.

ANESTHESIA: General.

NAME OF PROCEDURE: Right shoulder revision/reverse total shoulder arthroplasty utilizing DJO components changing out a standard or neutral poly tray for an 8 mm spacer and then a neutral poly tray followed by latissimus dorsi and teres major transfer as well as repair of remnant of subscapularis.

INDICATIONS: The patient is a 66-year-old female status post right shoulder reverse shoulder arthroplasty for fracture, who was significantly dysfunctional secondary to both the original brachial plexus injury from apparently the original injury as well as complete lack of function with the rotation, external and internal actively secondary to absence of rotator cuff and tuberosities.

DESCRIPTION OF OPERATI t underwent general anesthetic, beach-chair position, standard prep and drape of " y. A deltopectoral incision was utilized. Deltopectoral interval was mobilize e level of prosthesis. There was fluid present, which was sent for cult nts of tissue on the back of the humeral tray. Proximal humeral tissue in taneous area. After mobilization, we then dissected down and mobilize through the capsule and there was obvious instability present or s. The shoulder was dislocated and dissection was carried anteriorly whe . scar tissue with the deltopectoral interval and the deltoid region we debrided late apsular tissue deep to the deltoid for further repair later in the case. Anterior/medial di erformed and this allowed for dissection down into the level around the coracoid and conjoine on. We also identified the musculocutaneous nerve which was mobilized and retracted medially. We then were able to identify the latissimus dorsi and teres major attachment into the proximal humerus. These were tagged with a suture and then released off of the humerus and fully mobilized. Two tag sutures were placed within them. Full mobilization was then performed and this included releasing of superior tissue that appeared to be actually part of the remnant of the subscapularis. Mobilization was then performed and the sutures were passed from anterior to posterior around the posterior aspect of the humerus for transfer. We were able to advance this up to where the stump was, what appeared to be the stump from the pec major tendon that had previously been released. We then trialed the humeral

5-17-21 surgery

23471

019727C 6/3 DW2

NAME:	Sommersberger, Mary E	MRN:	811-96-77
ROOM:		DOB:	05/25/1954
PHYSICIAN:	Dean W Ziegler, MD	ASST:	
DATE:	05/17/2021	ANESTH:	Kirsten Simanonok, MD

component with various configurations of increasing the space and we found with an 8 mm spacer and neutral poly, there was actually very good stability and we could not reduce it if there was a larger poly in. Therefore, this was placed and reduced and after the reduction, the drill holes were placed in bone medial to the pec major attachment and then sutures were passed through the tendon attachment through drill holes in bone and tied giving good approximation of the tendon tissue to the remnant of the pec major as well as to the bone. This was the sternal head of the pec major. The subscapularis was then repaired to the bone as well and the capsule was closed as much as possible. The joint had been infiltrated with Betadine, copiously irrigated and closed in layers with Prineo on skin. Dressing was applied. Patient was taken to the recovery room in stable condition. Radiographs were obtained in the recovery room demonstrating reduction of the component. Needle and sponge counts were correct. Estimated blood loss was 350 mL.

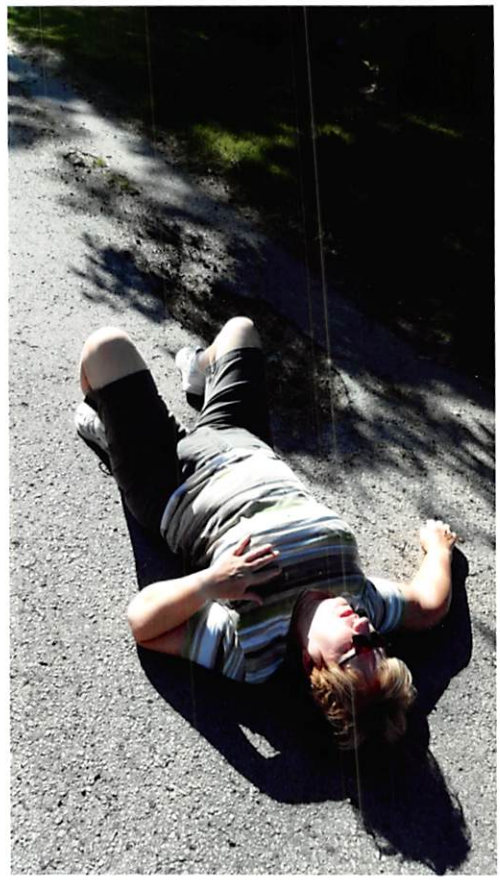
Dean W Ziegler, MD

DWZ/sy Job# 10340741
DD: 05/18/2021 09:47:16 DT: 05/18/2021 10:47:18

M. Sommerberger photos

8/2/19









II

R. O. No. 140 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a settlement agreement by and between Sheboygan Paper Box Co. and the Wisconsin Department of Revenue.

FtP
2223 Council

CITY CLERK

State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • MANUFACTURING AND UTILITY BUREAU • GREEN BAY DISTRICT – AA 81

200 N. Jefferson Street, Suite 126
Green Bay, WI 54301-5100
Phone: 920-448-5191
Fax: 920-448-5210
mfgtel81@wisconsin.gov
www.revenue.wi.gov

April 1, 2022

Ms. Meredith DeBruin
Sheboygan City Clerk
828 Center Avenue
Sheboygan, WI 53081-4442

Dear Ms. DeBruin,

Subject: 2020 Full Value Assessment

Regarding the real estate parcel below, the property owner and the Department of Revenue (DOR) executed a settlement agreement under the jurisdiction of the Wisconsin Tax Appeals Commission (TAC) that changes a 2020 manufacturing full value assessment. The change was made pursuant to Sec. 70.511, Wis. Stats., Delayed action of reviewing authority. This order may allow the owner of the property to request a refund of taxes that were already paid; and may allow the municipality to recover some of the refund through the procedure described in Sec. 74.41. Wis. Stats., Charging back refunded or rescinded taxes.

The settlement agreement includes the following key points:

- 2020 full value assessment is reduced to: $2,300,000
- Appellant waives the right to any interest that may be due under Sec. 70.511(2)(b), Wis. Stats.
- Appellant waives fees, costs, and attorney's fees

This agreement is in regards to the following property:

Municipality:	City of Sheboygan
Owner:	Sheboygan Paper Box Co
Site Address:	716 Clara Ave
Local Parcel Numbers:	59281318401
State Identification Numbers:	81-59-281-R000001329
Tax Appeals Commission Docket Numbers:	21-MR-194

	Original 2020 Full Value Assessment	Revised 2020 Full Value Assessment	Amount of 2020 Full Value Change
Land	157,900	157,900	0
Improvements	2,447,000	2,142,100	-304,900
Total	2,604,900	2,300,000	-304,900

Aggregate Ratio: 0.810783011

	Original 2020 Equated Assessment	Revised 2020 Equated Assessment	Amount of 2020 Equated Change
Land	128,000	128,000	0
Improvements	1,984,000	1,736,800	-247,200
Total	2,112,000	1,864,800	-247,200

Also, enclosed is a publication Property Tax Refund Requests and the Chargeback Process (PA-600). If you intend to complete a chargeback, please remit all paperwork (PC-201, available on DOR's website) as soon as possible after issuing the refund. If you have any questions relating to the refund or chargeback, please call the Local Government Services Bureau at 608-266-2569.

If you have any other questions, please contact me at 920-448-5197 or kurt.keller@wisconsin.gov.

Sincerely,

Kurt Keller
Supervisor
Green Bay Manufacturing and Utility Bureau District Office

enclosures: PA-600

cc: Ms. Laura Henning-Lorenz, County Treasurer, 508 New York Avenue, Room 109, Sheboygan, WI 53081-4126

SETTLEMENT AGREEMENT BY AND BETWEEN SHEBOYGAN PAPER BOX CO. AND THE WISCONSIN DEPARTMENT OF REVENUE

Sheboygan Paper Box Co. (Sheboygan) and the Wisconsin Department of Revenue (Department), by their undersigned representatives, hereby enter into this Settlement Agreement (Agreement) in full and final settlement of the Wisconsin real property tax assessment for the property and years identified herein. This Agreement shall be effective as of the last date executed by all of the parties.

WHEREAS, the Department issued to Sheboygan real property tax assessments on its manufacturing property in the City of Sheboygan, Wisconsin, 716 Clara Ave, State ID No. 81-59-281-R-000001329, its manufacturing property in the City of Sheboygan, Wisconsin, 728 S 11th Street, State ID No. 81-59-281-R-000001381, and its manufacturing property in the City of Sheboygan, Wisconsin, 1137 Illinois Ave, State ID No. 81-59-281-R-000001391 (Sheboygan Real Property) for the 2020 and 2021 assessment years.

WHEREAS, Sheboygan appealed all 2020 assessments to the State Board of Assessors (BOA) as BOA Appeal No. 81-169-REO-20 for the 716 Clara Ave property, as BOA Appeal No. 81-170-REO-20 for the 728 S 11th St property, and as BOA Appeal No. 81-171-REO-20 for the 1137 Illinois Ave property, where the Department's assessments for assessment year 2020 were sustained by the BOA.

WHEREAS, Sheboygan timely appealed the 2020 assessments sustained by the BOA to the Wisconsin Tax Appeals Commission (TAC). Sheboygan then withdrew the 2020 appeals for the 728 S 11th Street property and 1137 Illinois Ave property. This left only the 2020 appeal for 716 Clara Ave, which is currently pending as Docket No. 21-MR-194 (TAC Appeal) at TAC.

WHEREAS, Sheboygan appealed its 2021 assessments to the BOA as BOA Appeal No. 81-147-REO-21 for the 716 Clara Ave property, as BOA Appeal No. 81-148-REO-21 for the 728 S 11th St property, and as BOA Appeal No. 81-149-REO-21 for the 1137 Illinois Ave property, where its year 2021 appeals are currently pending.

WHEREAS, Sheboygan and the Department desire to conclusively and finally resolve the issues being contested in the TAC Appeal regarding the Sheboygan Real Property for the 2020 assessment year and the issues being contested in the 2021 BOA appeals for the 2021 assessment year.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sheboygan and the Department hereby agree that:

1. All whereas clauses are incorporated herein by reference.

2. The Department's original 2020 full value assessment of the Sheboygan Real Property at 716 Clara Ave is hereby modified as follows:

Docket No.	Assessment Year	Stipulated Full Value Assessment
21-MR-194	2020	$2,300,000

3. The 2021 full value assessment of the Sheboygan Real Property at 716 Clara Ave will be modified in an order from the BOA as follows:

BOA Appeal	Assessment Year	Stipulated Full Value Assessment
81-147-REO-21	2021	$2,325,000

4. Sheboygan agrees to withdraw its 2021 BOA Appeal of the Sheboygan Real Property at 728 S 11th St and will not appeal to TAC.

5. Sheboygan agrees to withdraw its 2021 BOA Appeal of the Sheboygan Real Property at 1137 Illinois Ave, and will not appeal to TAC.

6. Sheboygan waives all appeals on its real property for the 2020 and 2021 assessment years. This includes any and all appeals related to the properties at 716 Clara Ave, 728 S 11th St., and 1137 Illinois Ave.

7. Sheboygan waives any other claim it may have for the 2020 and 2021 assessment years. This includes any and all claims related to the properties at 716 Clara Ave, 728 S 11th St., and 1137 Illinois Ave.

8. Sheboygan waives the right to any interest that may be due under Wis. Stat. § 70.511(2)(b).

9. The parties shall file with the Wisconsin Tax Appeals Commission a Stipulation and Order for Dismissal requesting dismissal of Docket No. 21-MR-194 with prejudice, on the merits and without costs or attorney fees awarded to either party. The parties further agree that this Agreement will not be filed with the Stipulation or be made part of the official record of the Tax Appeals Commission's case file.

10. The parties waive fees, costs, and attorney fees.

11. Sheboygan and the Department agree that this Agreement constitutes the entire agreement among them with respect to Sheboygan's 2020 and 2021 Wisconsin real property assessment of the Sheboygan Real Property, and supersedes any prior understandings, agreements, or representations by or among them, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement may not be modified or amended, except by a

written agreement signed by all parties hereto. The terms of this Agreement shall have no binding effect on any party for any other year not included herein and may not be used by Sheboygan as precedent for any other assessments, appeals, or settlements.

12. The parties acknowledge that the agreed amounts set forth in paragraphs 2 and 3 constitute a settlement of disputed issues and that the Department has not adopted Sheboygan's position on any issue related to the assessment. By entering into this Agreement, none of the parties shall be deemed to accept the merits of another party's legal arguments.

13. Sheboygan and the Department, by their respective signatures below, affirm that they have read and understand all the provisions of this Agreement and agree to comply with all terms herein. They represent and warrant that the undersigned individuals are duly authorized to enter into and execute this Agreement.

SHEBOYGAN PAPER BOX CO.

3/17/2022
Date

Name: Thomas A. Ciebl

Title: CEO

WISCONSIN DEPARTMENT OF REVENUE

03/17/2022
Timothy J. Drascic, Director — Date
Manufacturing & Utility Bureau
Division of State and Local Finance

Property Tax Refund Requests and the Chargeback Process

Wisconsin Department of Revenue

PA-600 (R. 12/21) 2022

I. Introduction

This publication addresses:

- A property owner's responsibility to request a refund from the municipality (town, village or city) for taxes paid in error due to a delayed determination from a Board of Review (BOR), Board of Assessors (BOA), or a court
- How and when a municipality:
  - » Files a request to chargeback refunded taxes under state law (sec. 74.41, Wis. Stats.), with the Wisconsin Department of Revenue (DOR)
  - » Requests an interest refund from the Department of Administration (DOA)

The chart on page 5 shows the steps a property owner and a municipality must take to recover and chargeback refunded taxes paid in error as determined by a reviewing authority, under state law (sec. 70.511, Wis. Stats.).

II. Reviewing Authority – Delayed Action Under Sec. 70.511, Wis. Stats.

A. Determination made after taxes levied

- **Sec. 70.511(2)(a), Wis. Stats. –** states in part, "If the reviewing authority has not made a determination prior to the time of the tax levy with respect to a particular objection to the amount, valuation or taxability of property, the tax levy on the property or person shall be based on the contested assessed value of the property. A tax bill shall be sent to, and paid by, the person subject to the tax levy as though there had been no objection filed, except that the payment shall be considered to be made under protest. The entire tax bill shall be paid when due under sec. 74.11, 74.12 or 74.87 even though the reviewing authority has reduced the assessment prior to the time for full payment of the tax billed."
- **Sec. 70.511(2)(b), Wis. Stats. –** states in part, "If the reviewing authority reduces the value of the property in question, or determines that manufacturing property is exempt, the taxpayer may file a claim for refund of taxes resulting from the reduction in value or determination that the property is exempt. If claim for refund is filed with the clerk of the municipality on or before the November 1 following the decision of the reviewing authority, the claim shall be payable to the taxpayer from the municipality no later than January 31 of the succeeding year. A claim filed after November 1 shall be paid to the taxpayer by the municipality no later than the 2nd January 31 after the claim is filed."

B. Value to be used in setting tax rate

If the reviewing authority does not complete its work before the time a municipality sets for establishing its current tax rate, the municipality must use the assessment roll's total value (including contested values) in setting its tax rate.

C. Interest

Under sec. 70.511, Wis. Stats., interest on the claim must be paid to the taxpayer when the claim is paid at the average annual discount rate determined by the last auction of six-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid.

Proceedings postponement:

- **Taxpayer requests**
  - » Interest on the claim must permanently stop accruing on the request date
  - » Reviewing authority must hold a hearing on the appeal within 30 days after the taxpayer requests the postponement unless the taxpayer agrees to a longer delay
- **Reviewing authority postpones without a taxpayer request**
  - » Interest on the claim must continue to accrue
  - » No interest may be paid if the reviewing authority determines the property value was reduced because the taxpayer supplied false or incomplete information (sec. 70.995(8)(a), Wis. Stats.)

III. Municipality's Request for Refund of Interest Paid to a Manufacturer

If a municipality pays interest to a manufacturing property assessed under sec. 70.995, Wis. Stats., the municipality may request a refund of 20 percent of this interest from DOA under sec. 70.511(2)(b), Wis. Stats. The municipality must send a written notification/request to DOA no later than July 1 for the interest payments made in the previous fiscal year.

Under sec. 70.511(2)(b), Wis. Stats., DOA will reimburse a municipality (no later than the 3rd Monday of November) 20 percent of the interest the municipality paid in the previous fiscal year related to taxes refunded for property assessed under sec. 70.995, Wis. Stats.

Request should have refund details, including:

- Name of the manufacturer
- Amount of taxes refunded
- Total amount of interest paid
- Amount of interest to be refunded to the municipality by DOA (20 percent of the total interest)
- **Note:** Also include a copy of the determination or stipulation agreement

Send the request to:

Manufacturing Tax Refund Program
DOA, Division of Intergovernmental Relations
PO Box 8944
Madison WI 53708

Also send a copy of the request to:

Local Government Services Bureau
Wisconsin Department of Revenue
PO Box 8971 #6-97
Madison WI 53708-8971

IV. Submitting a Chargeback Request Under Sec. 74.41, Wis. Stats.

When a reviewing authority reduces a property assessment, a municipality must electronically submit Form PC-201 to DOR no later than October 1.

A. Making a request

By October 1 each year, the municipal clerk must electronically file (e-file) Form PC-201 (Request for Chargeback of Rescinded or Refunded Taxes) with DOR for the general property taxes on the tax roll. Complete a separate form for each real estate parcel number, personal property account, and year. The general property taxes must meet at least one of the following – the taxes were:

- Refunded to taxpayers under sec. 70.511, 74.35 or 74.37, Wis. Stats.
- Refunded or collected under sec. 70.43, Wis. Stats.
- Rescinded or refunded to taxpayers under sec. 70.74, 74.33 or 75.25(2), Wis. Stats.

Either of these must also occur:

For assessments as of January 1, 2017 or prior

- Total of all chargeback requests to submit equals at least $5,000 per tax year
- Tax to chargeback for any single description for any one year is $500 or more

For assessments as of January 1, 2018 or later

- Tax to chargeback for any single description for any one year is $250 or more
- Tax refunded/rescinded for any of the five assessment years immediately preceding the year Form PC-201 is submitted or taxes refunded/rescinded because of a court determination, must be submitted no later than one year after the date of the court's determination.
- **Note:** Requirement that all chargeback requests submitted must total at least $5,000 per tax year no longer applies for assessments as of January 1, 2018 or later

B. Reminder

A municipality must refund the overpaid taxes, along with all applicable interest, to the property owner before submitting a chargeback request to DOR. For more information, review the chart located on page 5.

V. DOR Determination

- After the clerk submits a request to DOR, we determine the amount of rescinded or refunded taxes to chargeback to and collect from, each taxing jurisdiction where the municipality collected taxes. DOR also determines the amount of taxes collected under sec. 74.33, Wis. Stats., to share with each taxing jurisdiction where the municipality collected taxes.
- DOR's determination under this subsection is reviewable only under sec. 227.53, Wis. Stats.

A. Amount DOR determines may not include any interest except on refunds:

- Issued under sec. 70.511(2)(b), Wis. Stats.
- Paid for property assessed under sec. 70.995, Wis. Stats.
- Not paid to the municipality by DOA under sec. 70.511(2)(bm), Wis. Stats.

B. If DOR approves the chargeback request – Notice and Payment – sec. 74.41(5), Wis. Stats.

- DOR certifies the chargeback amount to the municipal clerk and notifies each affected taxing jurisdiction by November 15
- Each taxing jurisdiction must pay the amount certified to the municipal treasurer by February 15 of the year following the determination

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C. No effect on the mill rate limits – sec. 74.41(6), Wis. Stats.

- DOR does not consider a tax levied by a taxation jurisdiction to fund an amount the taxing jurisdiction is required to pay, in determining whether the taxing jurisdiction complies with any statutorily imposed mill rate limit
- If DOR denies a chargeback request because it did not meet the minimum requirement of sec. 74.41, Wis. Stats., the municipality is responsible for the entire refund except for 20 percent of the interest refunded.

D. Levy limit – sec. 66.0602, Wis. Stats.

- The political subdivision's share of any amount of rescinded or refunded taxes determined and certified by DOR under sec. 74.41(5), Wis. Stats., is exempt from that subdivision's levy limit. A municipal clerk should enter the subdivision's share of refunded/ rescinded tax in Sec. D, Line D of the Levy Limit Worksheet.
- For questions on DOR determinations, contact the Equalization Bureau District Office in your area.

VI. Summary

1. BOA (or a court) reduces the assessed value after the municipality levies the taxes (i.e., a delayed action under sec. 70.511, Wis. Stats.)
2. Property owner must pay property taxes even if a determination is not made before the taxes are due
3. Property owner must request a refund from the municipality for overpaid taxes
4. Municipality refunds overpaid taxes and applicable interest to the property owner
5. Municipality notifies DOA and DOR of its reimbursement request of 20 percent of the interest paid to a manufacturer due to a value adjustment of property assessed under sec. 70.995, Wis. Stats.
6. Municipality submits Form PC-201: Request for Charge Back of Rescinded or Refunded Taxes to DOR by October 1
7. DOR determines by November 15 whether the municipality can chargeback the rescinded or refunded taxes to the other taxing jurisdictions and notifies the municipality and each affected taxing jurisdiction of the amount owed
8. Each taxing jurisdiction must pay the municipal treasurer the amount owed by February 15 of the year following the determination

VII. Contact Information

If you have questions, contact us at lgs@wisconsin.gov.

VIII. Chart

Delayed Action of Reviewing Authority – Refund of Tax and Interest and Chargeback Process

When a reviewing authority issues a determination reducing assessed value in 2022:

1. By November 1 in the year determination issued (2022)

- Property owner submits refund request to municipality by November 1, 2022
- Municipality must issue refund by January 31, 2023
- **If the refund is issued to the property owner:**

BEFORE October 1, 2022:

» Municipality requests interest refund from DOA no later than July 1 of each year
» Municipality may submit a chargeback request to DOR by October 1, 2022
» DOR will issue chargeback determination by November 15, 2022
» Taxing jurisdictions must reimburse municipality by February 15, 2023

AFTER October 1, 2022:

» Municipality requests interest refund from DOA no later than July 1 of each year
» Municipality may submit chargeback request to DOR by October 1, 2023
» DOR will issue chargeback determination by November 15, 2023
» Taxing jurisdictions must reimburse municipality by February 15, 2024

2. After November 1, 2022 but before October 1, 2023

- Property owner submits refund request to municipality after November 1, 2022, but before October 1, 2023
- Municipality must issue refund by January 31, 2024
- **If refund is issued to property owner:**

BEFORE October 1, 2023:

» Municipality requests interest refund from DOA no later than July 1 of each year
» Municipality may submit chargeback request to DOR by October 1, 2023
» DOR will issue chargeback determination by November 15, 2023
» Taxing jurisdictions must reimburse municipality by February 15, 2024

AFTER October 1, 2023:

» Municipality requests interest refund from DOA no later than July 1 of each year
» Municipality may submit chargeback request to DOR by October 1, 2024
» DOR will issue chargeback determination by November 15, 2024
» Taxing jurisdictions must reimburse municipality by February 15, 2025

Note:

- Municipalities that request interest refunds from DOA applies to interest related to manufacturing property assessed under sec. 70.995, Wis. Stats.
- Taxing jurisdictions must reimburse municipalities only for chargebacks approved by DOR. DOR notifies all parties of approved chargeback determinations.

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VIII

R. C. No. 230 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred Res. No. 168-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City Officials to enter into a contract with Stantec Consulting Services Inc. for wetland delineation services regarding the land in the SouthPointe Enterprise Campus being purchased by Sheboygan Southpoint Development LLC; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

Res. No. 168 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
April 5, 2023.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Stantec Consulting Services Inc. for wetland delineation services regarding the land in the SouthPointe Enterprise Campus being purchased by Sheboygan Southpoint Development LLC.

RESOLVED: That Manager of Planning & Zoning Steve Sokolowski is hereby authorized to enter into a contract with Stantec Consulting Services Inc., a copy of which is attached hereto and incorporated herein.

FAP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Stantec Consulting Services Inc.
12080 Corporate Parkway Suite 200, Mequon WI 53092-2661

March 27, 2023

Attention: Mr. Chad Pelishek
City of Sheboygan, Director of Planning & Development
828 Center Avenue, Suite 208
Sheboygan, WI 53081

Reference: Proposal for Environmental Services – Assured Wetland Delineation
Parcel 59281471006 - City of Sheboygan, Sheboygan County, Wisconsin

Dear Mr. Pelishek,

Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal for an assured wetland delineation for parcel 59281471006 located along South Business Drive in the City of Sheboygan. The study area comprises a total of 4.89 acres located in Section 9, T14N, R23E in Sheboygan County, Wisconsin. This proposal includes the Scope of Services, Cost Estimate, Assumptions, Project Schedule, Extra Services, and Terms and Conditions. Stantec will initiate this project upon receipt of an executed Agreement.

PROJECT UNDERSTANDING

Stantec understands that you are requesting an assured wetland delineation for the entirety of the study area, which is described above and defined on the enclosed *Study Area Map*.

SCOPE OF SERVICES

WDNR Assured Wetland Delineation

- The wetland delineation will be completed using the U.S. Army Corps of Engineers (USACE) 1987 *Wetland Delineation Manual*, applicable Regional Supplements to the Corps of Engineers Wetland Delineation Manual, and subsequent guidance documents (USACE & WDNR, 2015).
- The wetland delineation will be performed by an **assured wetland delineator** in accordance with the wetland delineation Scope of Services described above. The lead field delineator will be assured through the Wisconsin Department of Natural Resources (WDNR) - Wetland Delineation Professional Assurance Program. This program was established for highly experienced professional wetland scientists that meet strict qualifications relating to education, training, experience and performance standards, which are reviewed annually by the WDNR to maintain assured status. The goal of this program is to provide a high level of certainty regarding accuracy of delineated wetland boundaries for project planning purposes and to streamline the State review process. These are key components of the program that add value to a project and benefit the Client by reducing project delays and associated costs.
- Stantec will obtain and review available resources to assist in the determination and delineation such as US Geologic Survey topographic map, local elevation/contour data where available, Natural Resources Conservation Service soil survey and list of hydric soils, Wisconsin Wetland Inventory mapping, and aerial photography.

- This proposal assumes that a routine level delineation will be sufficient at this site, as is the case with most wetland delineations. Problem Areas, Atypical Situations, and Comprehensive Methods (as defined in the 1987 manual) often require additional and more detailed information gathering, field sampling and/or reporting. Stantec will contact the Client immediately if the use of these methods is required, which may involve extra services and a higher fee.
- Stantec will locate the wetland boundary with a GPS capable of sub-meter accuracy. This level of GPS survey is valuable for planning purposes but does not constitute a certified survey. If a certified survey of the wetland boundary is desired, it will be the responsibility of the Client and will be completed at the Client's expense. Stantec will produce a map illustrating the location of the wetland boundary on a recent aerial photograph.
- The wetland delineation methods and results will be documented in a standard wetland delineation report. The report will contain written descriptions of the site and wetlands, surface water features, delineation methods, appropriate figures, completed survey of the wetland boundary, and USACE wetland delineation data sheets. **Following final payment,** Stantec will submit the final report to the Client.
- ALL wetland delineations completed under the assurance program require submittal to WDNR for continued compliance with the program.
- The Client understands that assurance does not change the need for decisions on wetland fill permits, eliminate State regulatory authority to review the wetland delineation, or eliminate coordination with federal agencies (e.g. USACE) that may have jurisdictional authority over the subject wetland/waterway.

IMPORTANT: The information provided by Stantec regarding wetland boundaries is a scientific-based analysis of the wetland and upland conditions present on a site at the time of the fieldwork. By selecting an assured delineator, wetland delineation review and written concurrence from the WDNR's Wetland Identification Program are not required. However, please be aware that under any circumstance, WDNR reserves the right to review wetland boundaries delineated by assured delineators and may require that adjustments be made to the boundary as a result of this field review. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on various factors including, but not limited to, the agency representative completing the review, the timeliness of the agency review, recent precipitation patterns, and season of the year. In addition, the physical characteristics of the site can change over time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events. Any of these factors can change the nature and extent of wetlands on the site.

The ultimate decision on wetland boundaries rests with the USACE and, in some cases, the WDNR or a local unit of government. Some local government agencies may not participate in the assurance program and may require WDNR concurrence for local approvals. In this case, the WDNR review process will be streamlined for assured delineations.

ASSUMPTIONS

Together with the description of proposed tasks set forth in the Scope of Services, above, the following assumptions define the parameters on which the proposed scope and cost for this project are based:

- The Client shall review the included *Study Area Map* and confirm that the correct area to be investigated has been identified. The Client will inform Stantec if anyone needs to be contacted prior to entering the property for completion of field work.
- The Client shall secure property access and any appropriate access permissions prior to commencing field work.
- This Scope of Services does not include meeting with or obtaining jurisdictional concurrence (or other determinations) from the appropriate regulatory agencies. Regulatory coordination and/or requests for additional information beyond that included in our standard wetland report will be completed as authorized by the Client on a time and materials basis as an Extra Service (see below).
- Stantec recommends the Client obtain an opinion and authority from regulating government agencies before proceeding with any development or utilization of the property. If the Client proceeds to change, modify or utilize the property in question without obtaining authorization from the regulating governmental agency, it will be done at the Client's own risk and Stantec will not be responsible or liable for any resulting damages.
- As we are all aware, we are working in unprecedented times as a result of the COVID-19 pandemic. The situation is a very fluid one. Our proposal is based on what we understand as of today but may change as conditions change. We would be pleased to have a further discussion with you about our respective plans to manage and mitigate the impact of this evolving situation on your proposed project.

COST ESTIMATE

Stantec will complete the tasks outlined in the Scope of Services for **a lump sum fee of $4,147.00**, which includes reimbursable expenses (mileage, copying charges, etc). Stantec will complete other tasks, extra services, and/or attend meetings in addition to the outlined scope of services and assumptions, as authorized by the Client, on a time and materials basis at the hourly billing and expense rates in the attached rate sheet. If there are changes to the scope of services that would cause the estimated fees to be exceeded, Stantec will contact the Client for approval to proceed. Stantec will furnish Extra Services upon request and under separate terms as described below.

PROJECT SCHEDULE

Stantec will initiate this project following acceptance and receipt of a signed agreement, within the growing season (estimated to be between May 1st and November 1st annually). Fieldwork schedules are dependent upon site access and weather conditions. A Stantec representative will contact you to coordinate and schedule a time to proceed with the fieldwork, if desired. We will continue to work closely with you and project team members to prepare the deliverables in a timely manner and will work to meet your project's schedule.

EXTRA SERVICES

Extra Services are those services that are not part of the base Scope of Services provided above but could potentially be needed for a project of this type. Extra Services may include, but are not limited to the following:

- Fieldwork beyond that identified in the Scope of Services

- Submitting final wetland delineation report or wetland related permit requests to appropriate regulatory agencies
- Collecting and/or providing additional information requested by regulatory agencies
- Project team and regulatory agency meetings/coordination beyond that identified in the Scope of Services
- Permit applications beyond those identified in the Scope of Services
- Expert witness testimony

PAYMENT TERMS & CONDITIONS

Payment for services and expenses will be due immediately upon receipt of invoices**. **Final reports will be withheld until all payments are made in full. Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

Please remit payments for invoices to:

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago, IL 60693

The above-stated fee and specified hourly rates proposed for this scope of services are valid for 30 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Terms and Conditions, ***please send executed Agreement to:***

Attn: Sarah Majerus
Stantec Consulting Services Inc.
12080 Corporate Parkway, Suite 200
Mequon, WI 53092

Reference: **Proposal for Environmental Services – Assured Wetland Delineation Parcel 59281471006 - City of Sheboygan, Sheboygan County, Wisconsin**

If you have any questions, or require any additional information, please contact me (contact information provided below). We look forward to working with you on this project.

Regards,

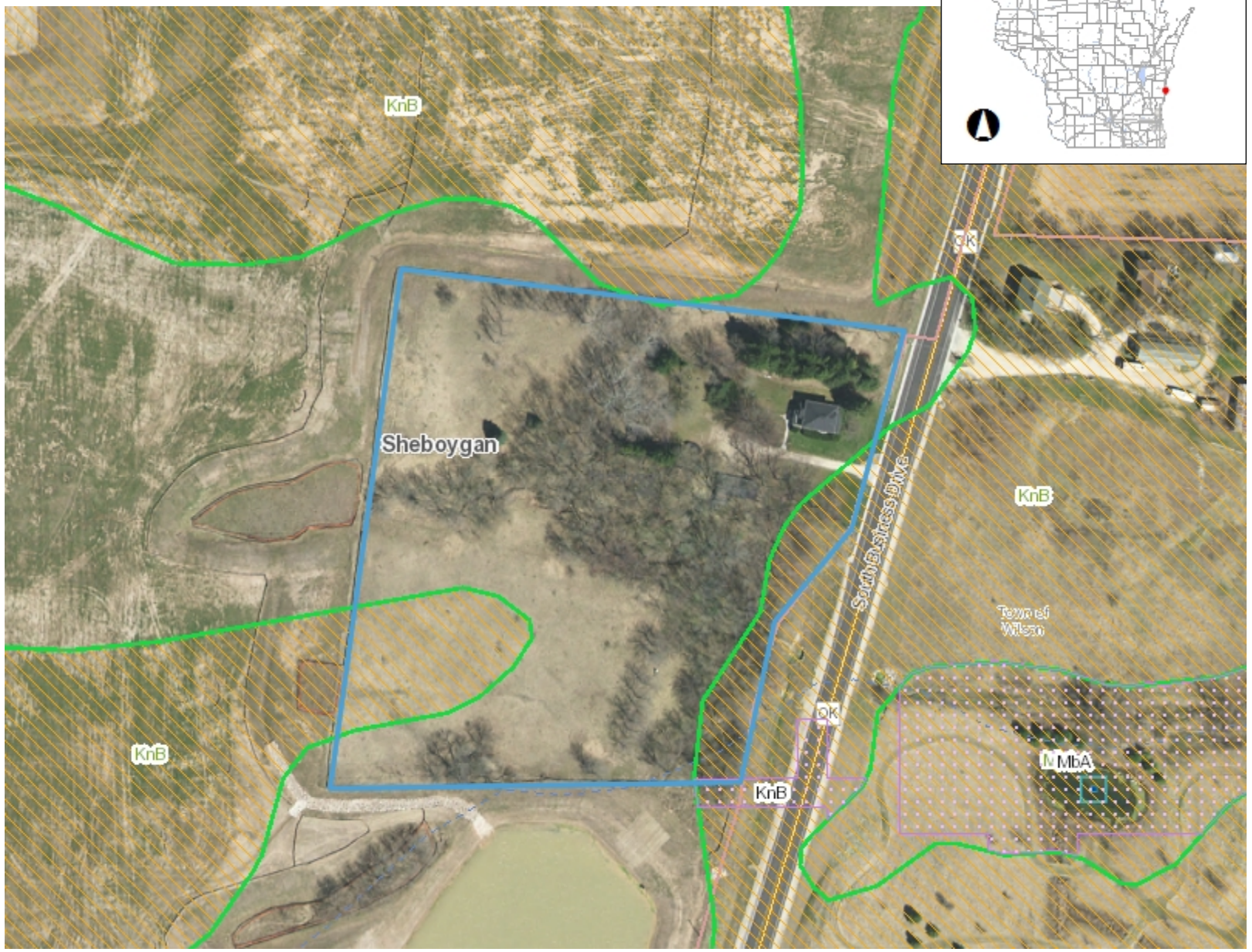
Stantec Consulting Services Inc.



Sarah Majerus
Senior Scientist
Phone: 920-627-3183
Sarah.Majerus@stantec.com

Attachment: Study Area Map, Agreement, Terms & Conditions, Rate Sheet

Study Area Map



Legend

- Wetland Indicators
- Wetland Class Areas
- Wetland Class Points
  - Dammed pond
  - Excavated pond
  - Filled/drained wetland
  - Wetland too small to delineate
  - Filled excavated pond
- Filled Points
- Wetland Class Areas
- Filled Areas
- Wetland Identifications and Confirmations
- NRCS Wetspots
- NRCS Soil Hydric Ratings
  - Hydric
  - Predominantly Hydric
  - Partially Hydric
  - Predominantly Non-Hydric
- County Boundary
- Cities, Towns & Villages
  - City
  - Village
  - Civil Town
- Railroads

Notes

0.1 0 0.03 0.1 Miles

NAD_1983_HARN_Wisconsin_TM

1: 1,980

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: http://dnr.wi.gov/legal/

Reference: **Proposal for Environmental Services – Assured Wetland Delineation Parcel 59281471006 - City of Sheboygan, Sheboygan County, Wisconsin**

AGREEMENT

By signing this proposal, _____ authorizes Stantec to proceed
Client Company Name
with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: _____
Client Company Name

_____
Print Name & Title

_____
Signature

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or $50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

Stantec

ATTACHMENT – STANDARD RATE TABLE

BC1937_2023 -1

HOURLY RATES

Stantec Billing Level	2023 Hourly Rate*
3	$104
4	$117
5	$127
6	$131
7	$139
8	$145
9	$155
10	$161
11	$172
12	$178
13	$187
14	$195
15	$220
16	$250
17	$259
18	$265
19	$273
20	$285
21	$296

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
  e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**
  May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**
  Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
  e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (https://www.gsa.gov), unless prescribed differently in the proposal or contract terms and conditions.

VI

R. C. No. 224 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 144-21-22 by City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under WI Statute 75.521 by Sheboygan County, List of Tax Liens for 2017 and 2018; recommends filing the document.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 144 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under WI Statute 75.521 by Sheboygan County, List of Tax Liens for 2017 and 2018.

_____

CITY CLERK

F&P
2022-2023 council

CLERK CIRCUIT COURT
FILED
2022 APR -4 A 10:40
SHEBOYGAN COUNTY
WISCONSIN

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

IN THE MATTER OF THE FORECLOSURE OF TAX LIENS UNDER WI STATUTE §75.521 BY SHEBOYGAN COUNTY, LIST OF TAX LIENS FOR 2017 AND 2018 NUMBER FORTY-EIGHT

Case Class: 30405

Case No. 22GF14

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM.* 2017 AND 2018 NUMBER FORTY-EIGHT

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2017 through 2018, sales of 2018 through 2019, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "PRINCIPAL Sum of Lien" amounts are as of March 29, 2022, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

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LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM.* 2017 AND 2018 NUMBER FORTY-EIGHT

PARCEL NO. 59006066240

Owner(s) of Record:
Tiffany A. Feldmann, a single person, by virtue of a Warranty Deed recorded on April 15, 2015 at 1:23 p.m. as Document Number 2001439.

Property Address:
N1246 State Highway 32, Cedar Grove, WI 53013

Legal Description:
A part of the Northeast ¼ of the Northeast ¼ of Section 23, Township 13 North, Range 22 East, in the Town of Holland, Sheboygan County, Wisconsin: Commencing in the center of STH "32" at a point 470.25 feet North of the South line of the Northeast ¼ of the Northeast ¼ of Section 23, Township 13 North, Range 22 East; thence West 285 feet; thence South 138 feet; thence East 299 feet to the centerline of STH "32"; thence Northwesterly along the centerline of said highway to the point of beginning.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Tiffany A. Feldmann in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2020FO000425, entered February 17, 2021 and docketed February 17, 2021 at 4:48 p.m. in the principal sum of $389.50 (no attorney listed).

Judgment executed against Tiffany Ann Feldmann in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2019TR002741, entered January 9, 2020 and docketed January 9, 2020 at 10:42 a.m. in the principal sum of $10.00 (no attorney listed).

Judgment executed against Tiffany A. Feldmann in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Dr #200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 2018SC000002, entered January 29, 2018 and docketed February 20, 2018 at 8:04 a.m. in the principal sum of $1,014.43 (Attorney Jason Donald Hermersmann).

Judgment executed against Tiffany Ann Feldmann in favor of Kvindlog Services, Inc., 104 S. Mill Street, Waldo, WI 53093, Sheboygan County Circuit Court Case Number 2017SC001063, entered May 22, 2017 and docketed May 24, 2017 at 4:27 p.m. in the principal sum of $529.46 (Attorney Andrew H. Morgan, Esq.).

Judgment executed against Tiffany A. Marquardt in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered October 22, 2013 and docketed October 22, 2013 at 2:38 p.m. in the principal sum of $175.30 (no attorney listed).

Taxes:

Certificate No.:	36
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$2,482.33
Date Interest and Penalty Computed:	2/1/2019

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

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281005150

Owner(s) of Record:
Kathleen J. Carr, a single person, by virtue of a Quit Claim Deed, recorded on December 20, 2013 at 11:52 a.m. as Document Number 1980507.

Property Address:
514 Clifton Avenue, Sheboygan, WI 53083

Legal Description:
Lot 6, Block 6, Assessment Subdivision No. 21, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Kathleen Johanna Werner in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CF000156, entered July 31, 2019 and docketed July 31, 2019 at 9:22 a.m. in the principal sum of $2,316.01 (no attorney listed).

Judgment executed against Kathleen Johanna Werner in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2013FA000028, entered September 10, 2018 and docketed September 10, 2018 at 4:01 p.m. in the principal sum of $378.00 (no attorney listed).

Taxes:

Certificate No.:	447
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$581.31
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record

PARCEL NO. 59281201440

Owner(s) of Record:
Shane Saunier by virtue of a Special Warranty Deed dated June 26, 2017 and recorded July 26, 2017 at 11:03 A.M. as Document Number 2042494.

Property Address:
1318B N. 14th Street, Sheboygan, WI 53081

Legal Description:
The East 35 feet of the West 40 feet of the South 50 feet of Lot 2, Block 50, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2018TR003260, entered October 30, 2018 and docketed October 30, 2018 at 3:56 P.M. in the principal sum of $200.50. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2018TR002821, entered October 30, 2018 and docketed October 30, 2018 at 3:56 P.M. in the principal sum of $200.50. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2018FO000139, entered August 14, 2018 and docketed August 14, 2018 at 9:00 A.M. in the principal sum of $389.50. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of CACH, LLC, 3033 Campus Drive Suite 250, Plymouth, MN 55441 US, Sheboygan County Circuit Court Case Number 2018SC001017, entered May 21, 2018 and docketed July 3, 2018 at 3:58 P.M. in the principal sum of $840.55. (Attorney Gina Ziegelbauer)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2012CF000351, entered September 22, 2016 and docketed September 22, 2016 at 9:40 A.M. in the principal sum of $1,176.50. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2012CF000351, entered January 10, 2017 and docketed January 10, 2017 at 2:48 P.M. in the principal sum of $1,637.50. (No attorney listed)

Judgment executed against Shane Saunier in favor of Schaal Revocable Trust, 5417 Long Acre Road, Sheboygan, WI 53083, Sheboygan County Circuit Court Case Number 2016SC002216, entered January 10, 2017 and docketed January 20, 2017 at 12:55 P.M. in the principal sum of $6,119.50. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2014CT000054, entered July 1, 2014 and docketed July 1, 2014 at 3:18 P.M. in the principal sum of $217.10. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County, 525 North 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2014SC000665, entered April 7, 2014 and docketed May 13, 2014 at 4:36 P.M. in the principal sum of $396.50. (Attorney Carl K. Buesing)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number

2013CT000261, entered March 14, 2014 and docketed March 14, 2014 at 3:04 P.M. in the principal sum of $217.10. (No attorney listed)

Child support lien executed against Shane A. Saunier, Docket #674309, filed September 6, 2020 in the principal sum of $14,127.86; child support agency with lien/contact: Sheboygan County.

Taxes:

Certificate No.:	509
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$702.59
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

PARCEL NO. 59281206130

Owner(s) of Record:
Sandra L. Fries, a single person, by virtue of a Warranty Deed, dated December 15, 1998 and recorded December 16, 1998 at 4:13 p.m. in Volume 1632 of Records, page 461 as Document Number 1528238.

Property Address:
(formerly 1018B) N. 11th Street, Sheboygan, WI 53081

Legal Description:
The South Seventy-three (73) feet of the West Half (W 1/2) of Lot Three (3), Block Ninety-two (92) of the Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.

AND:

Commencing at the Northeast corner of the South Seventy-three (73) feet of the West Half (W 1/2) of Lot Three (3), Block Ninety-two (92), thence South Seventy-three (73) feet to the Southeast Corner of said South Seventy-three (73) feet of the West Half (W 1/2), thence East Seven (7) feet, thence North Forty-four (44) feet parallel with the West line of Lot Three (3), thence Northwesterly to a point Three and 25/100 (3.25) feet East of the point of beginning, thence West Three and 25/100 (3.25) feet to the point of beginning, being a part of Lot Three (3), Block Ninety-two (92), all of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
None of record

Taxes:

Certificate No.:	539
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$627.01
Date Interest and Penalty Computed:	2/1/2019

Other:
Raze Order executed against Sandra L. Fries, dated August 25, 2021 and recorded August 31, 2021 at 4:20 P.M. as Document Number 2121777 regarding property located at 1018B N 11th Street, Sheboygan, WI. Interested parties are Sheboygan County Clerk, City of Sheboygan Finance Department, Sheboygan County Treasurer and City of Sheboygan Department of City Development.

PARCEL NO. 59281300770

Owner(s) of Record:
The Estate of Daniel C. Wilson, as Vendor, and Richard A. Pocian, a single person, as Purchaser, under Land Contract recorded November 17, 2016 at 3:40 p.m., as Document Number 2030643; Warranty Deed dated June 9, 2009 and recorded June 19, 2009 at 9:32 a.m., as Document Number 1880728.

Property Address:
1119 S. 10th Street, Sheboygan, WI 53081

Legal Description:
The North ½ of the North ½ of Lot 7, Block 260, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Land Contract between The Estate of Daniel C. Wilson, as Vendor, and Richard A. Pocian, a single person, as Purchaser, under Land Contract recorded November 17, 2016 at 3:40 p.m., as Document Number 2030643; Warranty Deed dated June 9, 2009 and recorded June 19, 2009 at 9:32 a.m., as Document Number 1880728.

Judgments/Liens:
Judgment executed against Richard A. Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, (no address listed), creditor, Sheboygan County Circuit Court Case Number 2017CF000179, entered July 23, 2021 and docketed July 23, 2021 at 11:39 a.m. in the principal sum of $1,064.40 (no attorney listed).

Judgment executed against Nikki J. Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, (no address listed), creditor, Sheboygan County Circuit Court Case Number - No Case Number shown, entered June 9, 2020 and docketed June 9, 2020 at 12:22 p.m. in the principal sum of $3,003.36 (no attorney listed). NOTE: Per Sheboygan County Clerk of Courts office, judgment shown under Richard Pocian, due to an alias, unable to determine if judgment applies, file is secured. Contact Clerk of Courts office for additional information.

Judgment executed against Brandon C. Lepak, debtor, in favor Sheboygan County Clerk of Circuit Court, (no address listed), creditor, Sheboygan County Circuit Court Case Number - No Case Number shown, entered August 5, 2020 and docketed August 5, 2020 at 9:06 a.m. in the principal sum of $2,538.00 (no attorney listed). NOTE: Per Sheboygan County Clerk of Courts office, judgment shown under Richard Pocian, due to an alias, unable to determine if judgment applies, file is secured. Contact Clerk of Courts office for additional information.

Judgment executed against Brandon C. Lepak, debtor, in favor Sheboygan County Clerk of Circuit Court, (no address listed), creditor, Sheboygan County Circuit Court Case Number - No Case Number shown, entered January 5, 2021 and docketed January 5, 2021 at 1:09 p.m. in the principal sum of $50.00 (no attorney listed). NOTE: Per Sheboygan County Clerk of Courts office, judgment shown under Richard Pocian, due to an alias, unable to determine if judgment applies, file is secured. Contact Clerk of Courts office for additional information.

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000023, entered October 16, 2019 and docketed March 6, 2020 at 11:31 a.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000025, entered September 18, 2019 and docketed March 6, 2020 at 11:35 a.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000026, entered June 12, 2019 and docketed March 6, 2020 at 11:42 a.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000024, entered June 12, 2019 and docketed March 6, 2020 at 11:33 a.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, no address listed, creditor, Sheboygan County Circuit Court Case Number – No Case Number listed, entered May 19, 2014 and docketed May 19, 2014 at 10:53 a.m. in the principal sum of $1,224.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, no address listed, creditor, Sheboygan County Circuit Court Case Number – No Case Number listed, entered March 14, 2017 and docketed March 14, 2017 at 3:57 p.m. in the principal sum of $2,373.75 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, no address listed, creditor, Sheboygan County Circuit Court Case Number – No Case Number listed, entered June 8, 2017 and docketed June 8, 2017 at 9:02 a.m. in the principal sum of $1,039.50 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000027, entered January 11, 2017 and docketed March 6, 2020 at 11:44 a.m. in the principal sum of $313.00 (no attorney listed).

Judgment executed against Richard Alan Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, no address listed, creditor, Sheboygan County Circuit Court Case Number 2015TR004596, entered January 13, 2016 and docketed January 13, 2016 at 8:27 a.m. in the principal sum of $200.50 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000029, entered February 11, 2015 and docketed March 6, 2020 at 11:47 a.m. in the principal sum of $187.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000028, entered February 11, 2015 and docketed March 6, 2020 at 11:45 a.m. in the principal sum of - No amount shown (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000030, entered February 4, 2015 and docketed March 6, 2020 at 11:49 a.m. in the principal sum of $376.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000032, entered February 4, 2015 and docketed March 6, 2020 at 11:52 a.m. in the principal sum of $187.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000031, entered February 4, 2015 and docketed March 6, 2020 at 11:51 a.m. in the principal sum of $83.60 (no attorney listed).

Taxes:

Certificate No.:	561
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,499.25
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

PARCEL NO. 59281302300

Owner(s) of Record:
Joseph P. Champeau by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 1012 at 3:46 P.M. as Document Number 1937086.

Property Address:
1107 Alabama Avenue, Sheboygan, WI 53081

Legal Description:
Lot One (1) except the East Fifty-five (55) feet thereof, and the East Half (1/2) of Lot Two (2), Block Two Hundred and Eighty-four (284) of the original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, recorded March 20, 2014 at 4:04 P.M. as Document Number 1983878 securing the principal sum of $2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated August 30, 2013 and recorded September 6, 2013, at 2:28 P.M. as Document Number 1975550 securing the principal sum of $7,976.25.

Judgments/Liens:
None of record.

Taxes:

Certificate No.:	571
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,521.46
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

PARCEL NO. 59281311160

Owner(s) of Record:
Sue Ann Thieleke, by virtue of a Personal Representative's Deed, recorded on June 7, 1999 at 9:44 a.m. in Volume 1674 of Records, page 353 as Document Number 1545558.

Property Address:
2218 Lakeshore Drive, Sheboygan, WI 53081

Legal Description:
The North 20 feet of Lot 19 and all of Lot 18 in Block 12 of Lake View Park Subdivision of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat of said Subdivision, excepting therefrom, however, such portion of said lots formerly conveyed for street purposes by deed recorded in Volume 131 of Deeds, 425.

Mortgages:
Mortgage executed by James R. Thieleke and Sue Ann Thieleke, husband and wife, to Wisconsin Bank & Trust, 655 South Taylor Drive, Sheboygan, WI 53081-4206, dated December 27, 2017 and recorded on January 5, 2018 at 12:42 p.m. as Document Number 2050775, securing the principal sum of $84,143.45.

Judgments/Liens:
None of record

Taxes:

Certificate No.:	604
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$3,676.05
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record

PARCEL NO. 59281312820

Owner(s) of Record:
Anthony P. Bray and Jennifer A. Bray, married, by virtue of a Special Warranty Deed dated September 10, 2012 and recorded September 11, 2012 at 2:31 p.m. as Document Number 1952180.

Property Address:
828 Whitcomb Avenue, Sheboygan, WI 53081

Legal Description:
Lot 14 and the East ½ of Lot 15, Block 22, Lake View Park Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Anthony Bray in favor of Holiday Wholesale Inc., 225 Pioneer Drive, Wisconsin Dells, WI 53965, Sheboygan County Circuit Court Case Number 2012SC000877, entered April 9, 2012 and docketed April 13, 2012 at 1:58 p.m. in the principal sum of $3,158.73 (Attorney Paul Kenneth Schwartz).

Judgment executed against Jennifer A. Bray, Anthony P. Bray and Nine 21 LLC in favor of Community Bank & Trust, P.O. Box 1409, 604 N. Eighth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2013SC003068, entered December 2, 2013 and docketed December 13, 2013 at 1:19 p.m. in the principal sum of $2,509.94 (no attorney listed).

Judgment executed against Jennifer Bray in favor of Hawley Kaufman & Kautzer SC, P.O. Box 485, 400 Fifth Street, Random Lake, WI 53075-0485, Sheboygan County Circuit Court Case Number 2015SC002037, entered October 12, 2015 and docketed October 21, 2015 at 4:08 p.m. in the principal sum of $2,291.98 (Attorney Kyle Kaufman).

Taxes:

Certificate No.:	543	607
Tax Year:	2017	2018
Sale Year:	2018	2019
PRINCIPAL Sum of Lien:	$1,664.54	$1,799.29
Date Interest and Penalty Computed:	2/1/2018	2/1/2019

Other:
U.S Bankruptcy Court, Eastern District of Wisconsin, Chapter 13, filed December 29, 2016 by Anthony P. Bray and Jennifer A. Bray, Case Number 16-32388-beh, Debtors discharged 3/15/2022.

Easements, restrictions, and any other matters as may appear on the recorded Plat of the subject property.

PARCEL NO. 59281312900

Owner(s) of Record:
Gary F. Wensauer, a single person, by virtue of a Personal Representative's Deed, recorded on October 3, 1991 at 2:54 p.m. in Volume 1184 of Records, page 832 as Document Number 1226877.

Property Address:
(formerly 831) Jackson Avenue, Sheboygan, WI 53081

Legal Description:
Lot 23, Block 22, Lake View Park Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of record

Judgments/Liens:
None of record

Taxes:

Certificate No.:	608
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$398.83
Date Interest and Penalty Computed:	2/1/2019

Other:
Raze Order recorded on October 9, 2018 at 3:36 p.m. as Document Number 2063667.

PARCEL NO. 59281320950

Owner(s) of Record:
Richard E. Dionne, a married person, by virtue of a Warranty Deed, recorded on October 7, 2015 at 3:00 p.m. as Document Number 2010610.

Property Address:
2811 S. 12th Street, Sheboygan, WI 53081

Legal Description:
All of Lot 32, Block 3, except the South 2 feet thereof, Vasselos Subdivision, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
None of record

Taxes:

Certificate No.:	630
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$55.36
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record

PARCEL NO. 59281400590

Owner(s) of Record:
David J. Thurman and Melody L. Thurman, husband and wife, by virtue of a Warranty Deed, recorded on November 14, 2018 at 9:01 a.m. as Document Number 2065205.

Property Address:
1142/1144 Swift Avenue, Sheboygan, WI 53081

Legal Description:
Lot 17, Block 2, Assessment Subdivision No. 18 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against David J. Thurman in favor of Portfolio Recovery Associates, LLC, P.O. Box 12914, Norfolk, VA 23541, Sheboygan County Circuit Court Case Number 2019SC002007, entered October 7, 2019 and docketed November 11, 2019 at 8:41 a.m. in the principal sum of $1,513.43 (Attorney Evan R. Fingert).

Judgment executed against David J. Thurman in favor of LVNV Funding LLC, c/o Messerli & Kramer PA, 3033 Campus Drive, Suite 250, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 2019SC001343, entered July 8, 2019 and docketed August 13, 2019 at 7:55 a.m. in the principal sum of $3,261.57 (Attorney James E. Kachelski).

Judgment executed against David J. Thurman in favor of Portfolio Recovery Associates, LLC, P.O. Box 12914, Norfolk, VA 23541, Sheboygan County Circuit Court Case Number 2019SC000685, entered April 8, 2019 and docketed May 28, 2019 at 8:02 a.m. in the principal sum of $3,821.21 (Attorney Casey Cross).

Judgment executed against Melody Thurman in favor of BCG Equities, LLC, 225 S. Executive Drive, Suite 201, Brookfield, WI 53005, Sheboygan County Circuit Court Case Number 2019SC002460, entered December 2, 2019 and docketed December 5, 2019 at 4:45 p.m. in the principal sum of $3,269.86 (Attorney Meghan Patricia Mackelly).

Judgment executed against Melody Thurman in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2019SC000788, entered April 22, 2019 and docketed May 1, 2019 at 2:35 p.m. in the principal sum of $3,107.65 (Attorney David Anthony Ambrosh).

Taxes:

Certificate No.:	638
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,596.17
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record

PARCEL NO. 59281400750

Owner(s) of Record:
Tracy L. Rios by virtue of a Warranty Deed dated March 14, 2003 and recorded May 1, 2003 at 12:36 p.m. as Document Number 1683695.

Property Address:
1131 Swift Avenue, Sheboygan, WI 53081

Legal Description:
Lot Six (6), Block Three (3), according to the recorded Plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Tracy Oregon and Hipolito Oregon in favor of Health Payment Systems, Inc., 735 North Water Street, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 2020SC000246, entered February 24, 2020 and docketed March 5, 2020 at 12:55 p.m. in the principal sum of $3,263.48 (Attorney Deborah Krusche Bruck).

Judgment executed against Tracy Oregon in favor of National Credit Adjusters, LLC, 622 N. Water Street #400, c/o Gurstel Law Firm, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 2019SC002687, entered December 30, 2019 and docketed May 13, 2021 at 4:21 p.m. in the principal sum of $1,807.74 (Attorney Stephen M. Kaminsky).

Taxes:

Certificate No.:	639
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$3,313.00
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plat of the subject property.

PARCEL NO. 59281402100

Owner(s) of Record:
Jason Hansen by virtue of a Personal Representative's Deed dated August 28, 2015 and recorded October 28, 2015 at 2:33 p.m. as Document Number 2011639.

Property Address:
1928 S. 13th Street, Sheboygan, WI 53081

Legal Description:
Lot 26 in Block 8 of Assessment Subdivision 18 to the City of Sheboygan.

Mortgages:
Mortgage executed by Jennifer L. Hansen, a single person, to The City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated April 8, 1994 and recorded on April 11, 1994 at 1:11 p.m. in Volume 1339 of Records, page 536/7, as Document Number 1401643, securing the principal sum of $1,962.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated November 19, 1997 and recorded on December 4, 1997 at 1:24 p.m. in Volume 1541 of Records, page 427, as Document Number 1491922, securing the principal sum of $7,500.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated October 23, 1998 and recorded on November 4, 1998 at 1:04 p.m. in Volume 1619 of Records, page 72, as Document Number 1523233, securing the principal sum of $2,100.00.

Judgments/Liens:
Judgment executed against Jason Hansen in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2018SC000258, dated on February 19, 2018 and docketed February 21, 2018 at 3:57 p.m. in the principal sum of $1,073.94 (Attorney Jason Donald Hermersmann)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000237, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000238, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000239, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $(no amount listed) (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000242, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000240, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000246, dated on August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000236, dated on August 14, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000241, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000243, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000245, dated on August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000244, dated on May 8, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $98.80 (no attorney listed).

Taxes:

Certificate No.:	649
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,401.92
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plat of the subject property.

PARCEL NO. 59281403330 REDEEMED

Owner(s) of Record:
Deanna Tracey, a single person, by virtue of a Personal Representative's Deed, recorded on July 13, 2018 at 3:52 p.m. as Document Number 2059582.

Property Address:
1627 S. 13th Street, Sheboygan, WI 53081

Legal Description:
Lot 20, Block 6, Assessment Subdivision No. 19 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
None of record

Taxes:

Certificate No.:	659
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$33.70
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record

PARCEL NO. 59281426840 REDEEMED

Owner(s) of Record:
Janice Dekker, an unmarried individual, and Alan Dekker, an unmarried individual, as joint tenants with rights of survivorship, by virtue of a Wisconsin Special Warranty Deed, recorded on March 22, 2013 at 12:28 p.m. as Document Number 1965083.

Property Address:
1211 Ashland Avenue, Sheboygan, WI 53081

Legal Description:
The West 40 feet of Lots 1 and 2, Block 3, Wedemeyer's Division, City of Sheboygan, Sheboygan, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000216, entered January 16, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $439.00 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000214, entered February 27, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000218, entered June 12, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000215, entered January 16, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Alan R. Dekker in favor of Community Bank & Trust, P.O. Box 1409, 604 N. Eighth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2014SC000063, entered February 3, 2014 and docketed May 22, 2014 at 11:44 a.m. in the principal sum of $1,264.03 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000217, entered March 13, 2019 and docketed November 6, 2019 at 4:00 p.m. in the principal sum of $225.00 (no attorney listed).

Judgment executed against Janice M. Dekker in favor of LVNV Funding LLC, 3033 Campus Drive Suite 250, % Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 2013SC000534, entered April 8, 2013 and docketed April 19, 2013 at 5:08 p.m. in the principal sum of $1,578.09 (Jillian N. Walker).

Judgment executed against Janice Marie Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000220, entered June 12, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $577.36 (no attorney listed).

Judgment executed against Janice Marie Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000219, entered August 3, 2016 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $111.40 (no attorney listed).

Judgment executed against Janice Marie Dekker in favor of Village of Kohler, 319 Highland Drive, Kohler, WI 53044, Sheboygan County Circuit Court Case Number 2019TJ000213, entered March 3, 2015 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $345.40 (no attorney listed).

Judgment executed against Janice M. Dekker in favor of State of Wisconsin Dept. of Children and Families, P.O. Box 8938, 201 E. Washington Avenue, Madison, WI 53708-8938, Sheboygan County Circuit Court Case Number 2021OL000033, entered December 23, 2021 and docketed December 23, 2021 at 3:46 p.m. in the principal sum of $2,539.35 (no attorney listed).

Taxes:

Certificate No.:	685
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$22.50
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281430796

Owner(s) of Record:
Judith Ries, by virtue of a Warranty Deed, dated February 3, 1998 and recorded February 20, 1998 at 11:05 A.M. in Volume 1555 of Records, page 410, as Document Number 1497785.

Property Address:
2608 Camelot Boulevard, Sheboygan, Wisconsin 53081

Legal Description:
Lot 3 of a Certified Survey Map recorded in Volume 11 on page 288, Document #1413783, being part of the Northwest Quarter of the Northwest Quarter of Section 3, Town 14 North, Range 23 East and the Northeast Quarter of the Northeast Quarter of Section 4, Town 14 North Range 23 East.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Judith A. Ries in favor of Portfolio Recovery Associates LLC, Sheboygan, 140 Corporate Blvd, Assignee of HSBC Card Services III Inc/Best Buy, Norfolk, VA 23502, County Circuit Court Case Number 2012SC001505, entered June 18, 2012 and docketed June 25, 2012 at 12:43 P.M. in the principal sum of $951.56 (Attorney Joseph Robert Johnson).

Judgment executed against Judith Ries, a/k/a Judith A. Ries, in favor of Resurgence Capital LLC, 1161 Lake Cook Road Suite D, Deerfield, Illinois 60015, Sheboygan County Circuit Court Case Number 2015SC001444, entered August 3, 2015 and docketed August 1, 2016 at 4:34 P.M. in the principal sum of $9,623.40 (Attorney Robert Irwin Dorf).

Taxes:

Certificate No.:	692
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$2,579.96
Date Interest and Penalty Computed:	2/1/2019

Other:
Septic Easement, dated June 9, 1986 and recorded December 15, 1986 at 4:20 P.M. in Volume 1035 of Records, pages 529/31, as Document Number 1143748.

Sewer Swear-Off, dated March 23, 1982 and recorded March 24, 1982 at 10:16 A.M. in Volume 914 of Records, page 743, as Document Number 1075234.

PARCEL NO. 59281479118

Owner(s) of Record:
Aamay Sheboygan LLC, a Wisconsin limited liability company, by virtue of a Special Warranty Deed dated June 12, 2018 and recorded June 22, 2018 at 2:22 p.m. as Document Number 2058505.

Property Address:
3711 Greenwing Drive, Sheboygan, Wisconsin 53081

Legal Description:
Lot 2 of a Certified Survey Map recorded in Volume 25 of Certified Survey Maps, at Page 198, as Document #1949810, being part of Lot 2, FINAL PLAT OF GREENWING SUBDIVISION, located in the Northeast ¼ of the Northwest ¼ of Section 4, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
None of record.

Taxes:

Certificate No.:	704
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$14,253.32
Date Interest and Penalty Computed:	2/1/2019

Other:
Recitals as shown on that certain map/plat recorded on January 25, 2005, as Document Number 1756356, being the Final Plat of Greenwing Subdivision. Reference is hereby made to said document for full particulars.

Recitals as shown on that certain map/plat recorded on August 3, 2012, as Document No. 1949810, being Volume 25 of Certified Survey Maps, Page 198. Reference is hereby made to said document for full particulars.

Terms and conditions as referenced in Special Warranty Deed recorded June 30, 2008 at 9:58 a.m., as Document Number 1856097.

Estoppel Affidavit recorded June 28, 2012 at 1:50 p.m., as Document Number 1947435.

Declaration of Deed Restriction recorded August 17, 2012 at 1:49 p.m., as Document Number 1950678.

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document entitled Memorandum of Lease Agreement, Berengaria Sheboygan, LLC, landlord, Goodwill Retail Services, Inc., tenant, recorded on November 14, 2012 at 2:58 p.m., as Document Number 1956672. Subordination, Non-Disturbance and Attornment Agreement recorded April 12, 2013 at 12:13 p.m., as Document Number 1966437.

Easement Underground Electric and Communication recorded on July 6, 2020 at 4:17 p.m., as Document Number 2094417.

Temporary Easement Underground Electric and Communication recorded July 6, 2020 at 4:17 p.m., as Document Number 2094418.

Development Plan Approval recorded June 22, 2018 at 2:22 p.m., as Document Number 2058506.

PARCEL NO. 59281512090

Owner(s) of Record:
Randal Klinzing, by virtue of a Special Warranty Deed dated March 7, 2013 and recorded March 13, 2013 at 3:39 p.m., as Document Number 1964442.

Property Address:
2219 Indiana Avenue, Sheboygan, Wisconsin 53081

Legal Description:
Lot 2, Koerner's Subdivision, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin, EXCEPT part taken for street recorded in Volume 397, at Page 183.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Randal T. Klinzing, debtor, in favor of Sheboygan County Clerk of Circuit Court, (no address provided), creditor, Sheboygan County Circuit Court Case Number 2021CF000011, entered October 28, 2021 and docketed October 28, 2021 at 4:51 p.m. in the principal sum of $976.25 (no attorney listed).

Judgment executed against Randal T. Klinzing, debtor, in favor of Sheboygan County Clerk of Circuit Court, (no address provided), creditor, Sheboygan County Circuit Court Case Number 2021CF000011, entered January 10, 2022 and docketed January 10, 2022 at 9:34 a.m. in the principal sum of $620.00 (no attorney listed).

Judgment executed against Randal Klinzing, debtor, in favor of Citibank, N.A., C/O Blitt and Gaines, P.C., 731 N Jackson St., Suite 660, Milwaukee, WI 53202, creditor, Sheboygan County Circuit Court Case Number 2021SC001591, entered December 6, 2021 and docketed December 15, 2021 at 3:42 p.m. in the principal sum of $3,837.42 (Attorney David Olefsky).

Judgment executed against Randal T. Klinzing, debtor, in favor of Sheboygan County Clerk of Circuit Court, (no address provided), creditor, Sheboygan County Circuit Court Case Number 2020TR002122, entered November 20, 2020 and docketed November 20, 2020 at 9:46 a.m. in the principal sum of $200.50 (no attorney listed).

Judgment executed against Randal T. Klinzing, debtor, in favor of Sheboygan County Clerk of Circuit Court, (no address provided), creditor, Sheboygan County Circuit Court Case Number 2020TR002124,

entered November 20, 2020 and docketed November 20, 2020 at 9:46 a.m. in the principal sum of $389.50 (no attorney listed).

Judgment executed against Randal T. Klinzing, debtor, in favor of Sheboygan County Clerk of Circuit Court, (no address provided), creditor, Sheboygan County Circuit Court Case Number 2020TR002123, entered November 20, 2020 and docketed November 20, 2020 at 9:46 a.m. in the principal sum of $200.50 (no attorney listed).

Child Support Lien against Randal T. Klinzing, DOB February 9, 1984, filed on December 5, 2021 as Docket Number 710496, in the amount of $2,306.96, Sheboygan County.

Taxes:

Certificate No.:	761
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$487.72
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

PARCEL NO. 59281512930

Owner(s) of Record:
Jeffrey E. Sargent and Theresa M. Sargent, husband and wife as survivorship martial property, by virtue of a Trustee's, dated October 7, 2019 and recorded October 10, 2019 at 8:59 A.M. as Document Number 2080150. (Fulfillment of Land Contract, Document Number 1866460, Assigned as Document Number 1965792.)

Property Address:
1219 S. 19th Street, Sheboygan, WI 53081

Legal Description:
Lot Number Twenty-two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
None of record.

Judgments/Liens:
None of record.

Taxes:

Certificate No.:	766
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,312.03
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281600920

Owner(s) of Record:
Chelsee A. Walloch, a single person, by virtue of a Warranty Deed, dated December 22, 2010 and recorded on December 28, 2010 at 4:29 p.m. as Document Number 1916903.

Property Address:
1345 Winter Court, Sheboygan, WI 53081

Legal Description:
Lot 27, Block 1, according to the recorded Plat of Block 1, Assessment Subdivision No. 1, as Amended, except the East 4 feet of said premises are reserved for a driveway in connection with 4 feet taken for such purposes from the premises to the East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CT000298, entered October 2, 2020 and docketed October 2, 2020 at 1:20 p.m. in the principal sum of $591.00 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CM000275, entered June 25, 2019 and docketed June 25, 2019 at 10:17 a.m. in the principal sum of $1,263.50 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CM000275, entered August 2, 2019 and docketed August 2, 2019 at 9:33 a.m. in the principal sum of $455.00 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CF000126, entered November 30, 2018 and docketed November 30, 2018 at 2:56 p.m. in the principal sum of $322.00 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2017CF000700, entered May 8, 2018 and docketed May 8, 2018 at 10:08 a.m. in the principal sum of $1,165.52 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2015CF000574, entered June 10, 2016 and docketed June 10, 2016 at 1:39 p.m. in the principal sum of $657.00 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered February 20, 2013 and docketed February 20, 2013 at 2:12 p.m. in the principal sum of $326.50 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered January 28, 2014 and docketed January 28, 2014 at 1:00 p.m. in the principal sum of $164.50 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered December

23, 2014 and docketed December 23, 2014 at 12:01 p.m. in the principal sum of $103.25 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered January 14, 2016 and docketed January 14, 2016 at 8:22 a.m. in the principal sum of $302.75 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2015CF000421, entered January 14, 2016 and docketed January 14, 2016 at 8:22 a.m. in the principal sum of $1,405.85 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered November 11, 2015 and docketed November 11, 2015 at 4:27 p.m. in the principal sum of $1,282.75 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2017CF000700 entered February 15, 2021 and docketed February 15, 2021 at 4:41 p.m. in the principal sum of $1,416.00 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan Internal Medicine Association, 2920 Superior Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2012SC000720 entered April 11, 2012 and docketed April 13, 2012 at 10:14 a.m. in the principal sum of $1,046.49 (Attorney Andrew H. Morgan, Esq.).

Taxes:

Certificate No.:	775
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,549.29
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281705430

Owner(s) of Record:
Charles P. & Paulette S. Multhauf, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

Property Address:
1922 N. 9th Street, Sheboygan, WI 53081

Legal Description:
Lot 8 in Block 6 of Assessment Subdivision No. 12 in the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
Charles P. & Paulette S. Multhauf, 211 Amherst Avenue, Sheboygan Falls, WI 53085, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

Judgments/Liens:
Judgment executed against Anthony Hughes in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2018SC000975, entered May 14, 2018 and docketed May 17, 2018 at 3:39 p.m. in the principal sum of $729.08 (Attorney Zachary W. Spaciel).

Judgment executed against Lisa A. Hughes in favor of Aurora Health Care Central, Inc., P.O. Box 343910, Milwaukee, WI 53215 and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 2016SC001631, entered October 26, 2016 and docketed November 9, 2016 at 12:10 p.m. in the principal sum of $9,859.08 (Attorney John M. Heuer).

Taxes:

Certificate No.:	839
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,679.54
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

Child Support Lien against Anthony Dewayne Hughes, DOB January 17, 1973, Docket Number 000628329, filed on May 5, 2019 in the principal sum of $21,119.01, Rock County.

PARCEL NO. 59281707870

Owner(s) of Record:
Beth Trepanier, a single person, by virtue of a Special Warranty Deed dated August 22, 2018 and recorded August 29, 2018 at 10:01 a.m., as Document Number 2061710.

Property Address:
1620 N. 12th Street, Sheboygan, Wisconsin 53081

Legal Description:
Lot 44, F.W. Blocki's Subdivision of Lots A and B in Bates Addition, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin, EXCEPT part taken for North 12th Street.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Beth Trepanier, debtor, in favor Midland Credit Management, INC, 350 Camino DE LA Reina, Suite 100, San Diego, CA 92108, creditor, Sheboygan County Circuit Court Case Number 2021SC000005, entered February 1, 2021 and docketed February 26, 2021 at 3:37 p.m. in the principal sum of $737.54 (Attorney Kirk R. Emick).

Judgment executed against Beth Trepanier, debtor, in favor of Cottonwood Financial Wisconsin, 1901 Gateway Drive Suite 200, Irving, TX 75038, creditor, Sheboygan County Circuit Court Case Number 2013SC003120, entered December 9, 2013 and docketed December 13, 2013 at 3:13 p.m. in the principal amount of $2,389.36 (Attorney Adam R. Finkel).

Taxes:

Certificate No.:	849
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$254.36
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

PARCEL NO. 59281711540

Owner(s) of Record:
Timothy B. McDonald and Crystal B. McDonald, husband and wife, by virtue of a Warranty Deed dated August 27, 1993 and recorded September 13, 1993 at 8:25 a.m., in Volume 1298, at Page 72, as Document Number 1382615.

Property Address:
3208 N. 12th Street, Sheboygan, Wisconsin 53083

Legal Description:
Lot 6 and the South 20 feet of Lot 5, Block 3, Lake Shore Division, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Timothy B. McDonald, debtor, in favor Aurora Medical Group Inc., PO Box 343910, Milwaukee, WI 53215, creditor, Sheboygan County Circuit Court Case Number 2018SC000550, entered March 26, 2018 and docketed March 29, 2018 at 9:18 a.m. in the principal sum of $1,045.50 (Attorney Jonathan D. McCollister).

Judgment executed against Timothy B. McDonald, debtor, in favor New-Cell Inc., 1580 Mid Valley Drive, PO Box 5301, DePere, WI 54115, creditor, Sheboygan County Circuit Court Case Number 2017SC001000, entered May 22, 2017 and docketed June 5, 2017 at 12:19 p.m. in the principal sum of $1,493.28 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000064, entered September 21, 2016 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000065, entered September 21, 2016 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000063, entered September 21, 2016 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000066, entered December 2, 2015 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000067, entered November 18, 2015 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000069, entered October 28, 2015 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $662.80 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000068, entered October 28, 2015 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000071, entered October 15, 2014 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $182,840.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000070, entered October 15, 2014 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $182,878.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000072, entered July 16, 2014 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $341.00 (no attorney listed).

Taxes:

Certificate No.:	862
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$2,008.75
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

NOTICE OF COMMENCEMENT OF PROCEEDING
***IN REM.* TO FORECLOSE TAX LIENS**
BY SHEBOYGAN COUNTY

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Eight, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated April 4, 2022, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on April 4, 2022. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including June 3, 2022, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said June 3, 2022, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

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

PETITION

SHEBOYGAN COUNTY petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment and barring any and all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 31st day of March, 2022.

SHEBOYGAN COUNTY

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

STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

LAURA HENNING-LORENZ, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 31st day of March, 2022.

Diamond Braeger
Diamond Braeger, Notary Public
State of Wisconsin
My Commission expires November 20, 2022

DIAMOND BRAEGER NOTARY PUBLIC STATE OF WISCONSIN

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

5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

NOTICE OF COMMENCEMENT OF PROCEEDING
***IN REM.* TO FORECLOSE TAX LIENS**
BY SHEBOYGAN COUNTY

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Eight, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated April 4, 2022, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on April 4, 2022. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including June 3, 2022, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said June 3, 2022, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

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

PETITION

SHEBOYGAN COUNTY petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment and barring any and all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 31st day of March, 2022.

SHEBOYGAN COUNTY

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

STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

LAURA HENNING-LORENZ, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 31st day of March, 2022.

Diamond Braeger, Notary Public
State of Wisconsin
My Commission expires November 20, 2022

DIAMOND BRAEGER NOTARY PUBLIC STATE OF WISCONSIN

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

VI

R. C. No. 225 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 147-21-22 by City Clerk submitting a communication from Carol Ann Wirth of Wisconsin Public Finance Professionals, LLC terminating their role as "Dissemination Agent" with the City of Sheboygan and submitting their final invoice for services rendered; recommends filing the document.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 147 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a communication from Carol Ann Wirth of Wisconsin Public Finance Professionals, LLC terminating their role as "Dissemination Agent" with the City of Sheboygan and submitting their final invoice for services rendered.

F+P
22-23 Council

CITY CLERK

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
155 SOUTH EXECUTIVE DRIVE, SUITE 211
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

April 5, 2022

City of Sheboygan Common Council
c/o Mr. Todd Wolf, City Administrator
828 Center Avenue
Sheboygan, WI 53081

Via Email

Dear Council Members and Mr. Wolf,

Wisconsin Public Finance Professionals, LLC ("WPFP") is appreciative of the opportunity to have provided municipal advisory services and dissemination agent services to the City of Sheboygan for several years. I, personally, have provided these services to the City for over 30 years. We have shared many experiences together including financing several significant City projects including the construction of the marina, TIF district and business park developments, the City-owned convention center, a new police facility, newly remodeled City Hall, multiple annual CIP borrowings, refinancing of existing debt for savings and restructuring, concrete water reservoir project, various water and sewer utility improvement projects, and multiple successful bond rating applications. I am proud to have been a member of the financing team in the late 70's when the City of Sheboygan successfully issued the State's first Wastewater System Revenue Bonds; and as of this date, I am a member of the financing team assisting the Sheboygan Water Utility with a major historical water intake project. During that time, I have had the pleasure of working with several elected officials and administrative staff and department heads. As recently as in 2022, we assisted the City with preparing and filing various continuing disclosure event notices, preparing and providing monthly debt service payment reminders, and provided documents requested for the new City auditors' verification process.

In addition, as the City and Water Utility's Dissemination Agent, in accordance with the most recent Dissemination Agreement dated December 4, 2019 (attached), WPFP filed the City's annual financial information and notices of material events, required by the Securities and Exchange Commission Rule 15c2-12, on the Municipal Securities Rulemaking Board's website known as "EMMA." Compliance with the filing requirements is very important for bond market access. City officials have entered into undertakings with underwriters of its outstanding Notes and Bonds in the municipal market requiring certain information to be timely filed on an annual basis.

Although I have not been informed by the City, but through market monitoring, was informed of the City's 2022 CIP borrowing which sold in the marketplace in March, for which the City engaged

another firm for its Municipal Advisor services. The Official Statement for the 2022 borrowing also indicates that the City intends to retain that firm for Dissemination Agent Services, along with paying agent services. Therefore, regulations require that I terminate WPFP's role as "Dissemination Agent." The attached agreement requires termination with a 60-day written notice, which is being provided with this writing. Also attached is our final invoice for services performed to date in 2022.

While disappointed that I did not have an opportunity to be considered to serve as the City's Municipal Advisor in 2022, I am grateful and proud of the history of accomplishments we achieved together and look forward to the next opportunity to be considered once again. Thank you for the honor of having served the City for so many years, and very best wishes for continued success.

Respectfully,

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC

Carol Ann Wirth, President

Cc: Meredith DeBruin, City Clerk
Kaitlyn Krueger, Finance Director
Charles Adams, City Attorney
Chad Pelishek, Director of Planning and Development
Joe Trueblood, Sheboygan Water Utility Superintendent

Attachments (2)

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

City of Sheboygan
Sheboygan County, Wisconsin
Continuing Disclosure Annual Report Requirement

Dissemination Agent Agreement

The City of Sheboygan, Sheboygan County, Wisconsin ("City") has executed Continuing Disclosure Certificates in connection with the issuance of General Obligation Notes, Note Anticipation Notes, General Obligation Bonds, and Water Utility Revenue Bonds collectively called the "Securities." In the Continuing Disclosure Certificates, the City has covenanted and agreed to provide continuing disclosure of certain financial information and operating data, and, timely notices of the occurrence of certain events (the "Annual Report") by filing such information with the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.

This document will serve as the Dissemination Agent Agreement ("Agreement") between Wisconsin Public Finance Professionals, LLC ("WPFP") and the City, for the timely filing of the City's Annual Report and notices of certain Listed Events, for which WPFP will serve as "Dissemination Agent" effective the date of execution (the "Effective Date").

General Obligation Notes, Note Anticipation Notes and General Obligation Bonds – The City has executed Continuing Disclosure Certificates in connection with the issuance of the following General Obligation Notes, Note Anticipation Notes and General Obligation Bonds:

		Maturity
1.	$6,630,000 G.O. Corp Purpose Bonds Series 2019A dated 7-29-19	12-01-34
2.	$4,225,000 G.O. Comm Develop Bonds Series 2019B dated 7-29-19	12-01-38
3.	$2,960,000 Taxable G.O. Ref Bonds Series 2019C dated 7-29-19	4-01-27
4.	$5,015,000 G.O. Refunding Bonds dated 12-05-18	12-01-38
5.	$3,800,000 Taxable G.O. Refunding Bonds dated 12-05-18	12-01-38
6.	$6,335,000 G.O. Promissory Notes dated 7-02-18	12-01-27
7.	$10,490,000 Note Anticipation Notes dated 7-02-18	6-01-23
8.	$5,000,000 G.O. Promissory Notes Series 2017A dated 5-15-17	4-01-27
9.	$3,400,000 G.O. Promissory Notes Series 2016A dated 4-20-16	10-01-25
10.	$7,525,000 Taxable G.O. Prom Notes Series 2016B dated 4-20-16	10-01-25
11.	$2,720,000 G.O. Refunding Bonds Series 2016C dated 8-25-16	10-01-22
12.	$4,310,000 G.O. Promissory Notes dated 8-04-15	10-01-24
13.	$2,045,000 G.O. Prom Notes Series 2010A dated 6-23-10	4-01-20
14.	$8,000,000 G.O. Corp Purpose Bonds Series 2007B dated 9-01-07	10-01-26

The content of the Annual Report for the General Obligation Notes, Note Anticipation Notes and General Obligation Bonds will include Audited Financial Statements, prepared in accordance with generally accepted accounting principles, and, updates of the following financial information and operating data included in the Official Statement prepared for the General Obligation Notes, Note Anticipation Notes and General Obligation Bonds:

1. General Obligation Debt Service Schedule
2. Revenue Debt Service Schedule (Other Debt)
3. Debt Limit (Unused Debt Margin)
4. History of Tax Collections (Tax Levies and Collections)
5. Property Valuations and Tax Levies (Current Property Valuations)
6. Budget Summary

Under the requirements of the Continuing Disclosure Certificates for the General Obligation Notes, Note Anticipation Notes and General Obligation Bonds, the City is required to file an Annual Report no later than December 31 of each year, and to provide notices of the occurrence of certain events ("Listed Events") enumerated in SEC Rule 15c2-12 (the "Rule") within ten business days of their occurrence until the final maturity date of each General Obligation Note, Note Anticipation Note and General Obligation Bond issued.

Water Utility Revenue Bonds – The City has executed Continuing Disclosure Certificates in connection with the issuance of the following Water Utility Revenue Bonds:

	Maturity
1. $4,705,000 Water Utility Revenue Bonds Series 2018 dated 3-01-18	5-01-33
2. $2,115,000 Water Utility Revenue Bonds Series 2016 dated 4-20-16	5-01-25
3. $3,000,000 Water Utility Revenue Bonds Series 2013 dated 5-01-13	5-01-33

The content of the Annual Report for the Water Utility Revenue Bonds will include Audited Financial Statements, prepared in accordance with generally accepted accounting principles, and, updates of the following financial information and operating data included in the Official Statement prepared for the Water Utility Revenue Bonds:

1. General Obligation Debt Service Schedule
2. Other Revenue Debt Service Schedule
3. Debt Limit (Unused Debt Margin)
4. Budget Summary – General Fund
5. History of Tax Collections
6. Property Valuations and Tax Levies
7. Water Utility Budget
8. Ten Largest Water Customers
9. Water Rates
10. Table of Utility Customers, Water Sales and Revenues
11. Water Utility Revenue Debt Service Schedule
12. Revenue Debt Service Requirements and Coverages

Under the requirements of the Continuing Disclosure Certificates for the Water Utility Revenue Bonds, the City is required to file an Annual Report no later than December 31 of each year, and to provide notices of the occurrence of certain events ("Listed Events") enumerated in SEC Rule 15c2-12 (the "Rule") within ten business days of their occurrence until the final maturity date of each Water Utility Revenue Bond issued.

Scope of Services

WPFP shall rely upon and prepare the Annual Report based on the information supplied by the City and the Sheboygan Water Utility Commission ("Commission"). The City and the Commission agrees to provide information promptly to WPFP to make the filing in a timely fashion. WPFP shall file the Annual Report upon the City's and/or Commission's review and approval. WPFP is not responsible for certifying as to the accuracy of such information or documents.

The Annual Report may be submitted as a single document or as separate documents comprising a package. Any or all of the items may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entitles, which are available to the public on the EMMA website or filed with the Securities and Exchange Commission.

The Audited Financial Statements may be submitted separately from the balance of the Annual Report. The City and the Commission will provide WPFP promptly with the Audited Financial Statements, as soon as the document becomes available, in word-searchable pdf format.

WPFP shall provide the City and the Commission with an electronic copy of the Annual Report and any notices filed on EMMA, along with confirmations of their filing.

Listed Events

The City is required to give timely notice, **not in excess of ten business days after the occurrence,** of any of the following events with respect to the Securities ("Listed Events") by filing a notice with the MSRB. When a Listed Event occurs, the City and/or Commission shall promptly notify WPFP of such occurrence. A notice shall be prepared by WPFP, approved by the City and/or Commission, and filed by WPFP with the MSRB through the EMMA System in a timely manner within ten business days after the occurrence of the Listed Event.

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Securities, or other material events affecting the tax status of the Securities;
7. Modification to rights of holders of the Securities, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution or sale of property securing repayment of the Securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City;

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation* of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the City, any of which reflect financial difficulties.

For the purposes of the event identified in 12. above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

*The term "Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a Final Official Statement has been provided to the MSRB consistent with the Rule.

Compensation

The City and Commission agrees to pay WPFP an annual fee of $750 for the City's portion and $450 for the Commission's portion of services performed under this Dissemination Agent Agreement. The fee will be payable upon completion of the filing of the respective fiscal year's Annual Report.

Term of This Engagement

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2024. This Agreement may be terminated, with or without cause by either party upon the giving of at least sixty (60) day's written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of the City and WPFP and no other person. WPFP may not assign this Agreement without the City's prior written consent. The laws of the State of Wisconsin shall apply to this Agreement.

Limitation of Liability

The City agrees to provide WPFP with information relating to the City and other matters considered appropriate to perform WPFP's duties under this Agreement. The Commission agrees to provide WPFP with information relating to the Water Utility and other matters considered appropriate to perform WPFP's duties under this Agreement. The City and the Commission acknowledge that WPFP is entitled to rely on the accuracy and completeness of all information provided by the City and the Commission on its behalf. To the extent permitted by law, the City shall indemnify, defend and hold WPFP and its employees harmless from and against any losses, claims, damages and liabilities that arise from or relate to this Agreement, except to the extent such are judicially determined to be the result of WPFP's willful misconduct.

The City acknowledges that the City is responsible for the contents of the Annual Reports, and is subject to, and may be held liability under, federal or state securities laws for misleading or incomplete disclosure.

Authority

The undersigned represents and warrants that he/she has the full legal authority to execute this Agreement on behalf of the City and the Commission.

WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

By: Carol Ann Wirth
Carol Ann Wirth, President

CITY OF SHEBOYGAN

By Darrell Hoffland
Title City Administrator
Date December 4, 2019

SHEBOYGAN WATER UTILITY COMMISSION

By _____
Title _____
Date _____

Term of This Engagement

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Authority

The undersigned represents and warrants that he/she has the full legal authority to execute this Agreement on behalf of the City and the Commission.

WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

By: Carol Ann Wirth
Carol Ann Wirth, President

CITY OF SHEBOYGAN

By _____

Title _____

Date _____

SHEBOYGAN WATER UTILITY COMMISSION

By _____

Title SUPERINTENDENT

Date 12/4/19

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
155 SOUTH EXECUTIVE DRIVE, SUITE 211
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014
Federal Tax ID Number 26-2856945

To: City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Attn: Todd Wolf, City Administrator
Kaitlyn Krueger, Finance Director

FINAL INVOICE

Invoice Date: April 5, 2022

Re: Continuing Disclosure Material Event Notices Preparation and Filing

Services and Disbursements:

Event Filing – Financial Obligation (HUD Loan Guarantee Assistance) filed February 15, 2022
Failure to File Notice – Equity Lease Agreement (Enterprise FM Trust) filed February 15, 2022
Event Filing – Financial Obligation Equity Lease Agreement (Enterprise) filed February 15, 2022
Event Filing – Financial Obligation – Lease Purchase Agreement (Bell Bank) filed March 21, 2022

Total Due: $750 Dissemination Agent Agreement dated December 4, 2019

If paying by check, please remit payment to:

****PLEASE NOTE NEW ADDRESS****
Wisconsin Public Finance Professionals, LLC
Attn: Carol Ann Wirth
155 South Executive Drive, Suite 211
Brookfield, WI 53005

If paying by wire:

Bank	Associated Bank, N.A. 200 N. Adams Street Green Bay, WI 54301
A.B.A.#:	075900575
Account Name:	Wisconsin Public Finance Professionals, LLC Account #2914885211

Questions, please contact:

Carol Ann Wirth cawirth@wipublicfinance.com (414) 434-9644

Thank you for the opportunity to be of service.

VII

R. C. No. 227 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 282-21-22 by Finance and Personnel Committee to whom was referred Res. No. 168-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization; recommends filing the Resolution.

_____ _____

_____ _____

_____ _____

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

IV

R. C. No. 282 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred Res. No. 168-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Res. No. 168 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 21, 2022.

A RESOLUTION authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization.

WHEREAS, it is the sense of the council that it is appropriate to add a position entitled "Neighborhood Engagement Specialist." This position will work with interested parties to create and expand neighborhood associations, to provide liaison services to existing associations, to assist with implementation of new and existing housing rehabilitation programs, and to assist with affordable housing funded programs; and

WHEREAS, funding for the position will come from the Affordable Housing Fund and Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Planning and Development is hereby authorized to hire a Neighborhood Engagement Specialist in the Planning and Development Department.

BE IT FURTHER RESOLVED: That said Neighborhood Engagement Specialist shall be included in the City's Table of Organization and shall be placed in Class Grade D thereof.

BE IT FURTHER RESOLVED: That funding for the position shall come from the Affordable Housing Fund and Community Development Block Grant funds.

BE IT FURTHER RESOLVED: That the Director of Planning and Development shall work with the Finance Director to submit a budget transfer resolution to the Common Council for all funding not already provided for as part of the 2022 Budget prior to expending such funds.

EtP
3/28 - Motion to adopt fails in Committee
3 Nay (Rlde, Ackley, Filicky-Peneski)
2 Yea (Mitchell, Perrella)

BE IT FURTHER RESOLVED: That the City Administrator (in the absence of the Human Resources Director) shall create an updated copy of the table of organization including this position and file it with the City Clerk. Pursuant to Sec. 82-31, Sheboygan Municipal Code, said updated copy shall be included annually as part of the non-represented compensation plan.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. 228 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred Res. No. 82-22-23 by Alderpersons Felde and Filicky-Peneski clarifying and interpreting the duties of the City Administrator as set forth in the Municipal Code and setting forth specific duties and responsibilities with regard to media relations, communications, and the hiring of a Director of Human Resources and Labor Relations; recommends filing the Resolution.

_____ _____

_____ _____

_____ _____

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

III

Res. No. 82 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
October 24, 2022.

A RESOLUTION clarifying and interpreting the duties of the City Administrator as set forth in the Municipal Code and setting forth specific duties and responsibilities with regard to media relations, communications, and the hiring of a Director of Human Resources and Labor Relations.

WHEREAS, the City has both a mayor and a City Administrator; and

WHEREAS, the various roles of the City Administrator and the Mayor have evolved, often without much involvement from the Common Council; and

WHEREAS, the City Administrator is employed by the Common Council and serves the function of implementing Council policies on a day-to-day basis; and

WHEREAS, Sec. 2-342 of the Municipal Code provides that the City Administrator "shall perform the duties and shall have the authority and powers prescribed by the common council . . ."; and

WHEREAS, those duties, authority, and power, including those that may be contained in job description documents, may shift and be clarified or interpreted by the Common Council from time to time as deemed appropriate by the Common Council without changing the language of Sec. 2-342 and without reducing the overall job description and duties of the City Administrator; and

WHEREAS, the Common Council wishes to have the Mayor and the City Administrator focus on areas of strength; and

WHEREAS, the City Administrator has strong skills in project management, and the Common Council wishes to have him focus more time in this area of strength; and

WHEREAS, one way to do that is to direct the City Administrator to have the Mayor handle media relations and communication; and

WHEREAS, Sec. 82-24 of the Municipal Code sets forth the process for hiring of new employees, assigning most of the authority to department heads and the Director of Human Resources and Labor Relations, limiting the City Administrator's role primarily to ensuring such hiring can be done within budgetary and other financial constraints; and

WHEREAS, with regard to department heads, the City Administrator has the additional authority to make temporary appointments pursuant to Sec. 2-228; and

WHEREAS, there is a vacancy in the office of Director of Human Resources and Labor Relations; the language of Sec. 82-24 does not clearly set forth the process for permanently filling that position in case of a vacancy; and

WHEREAS, the Director of Human Resources and Labor Relations is a key position; having that position filled by a strong candidate is one of the Common Council's highest priorities; and

WHEREAS, Sec. 2-420(b) provides that the Director of Human Resources and Labor Relations shall be appointed by the Common Council based on the recommendation of the City Administrator and the Mayor; and

WHEREAS, the Common Council wishes to have its leadership direct the search process in conjunction with the Mayor and with the assistance of such firms as the City Administrator has engaged for such purpose pursuant to the spending authority granted him by the Common Council.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council directs that the City Administrator allow the Mayor to handle media relations and communication for the City with the assistance of his staff and other employees as the Mayor may see fit.

BE IT FURTHER RESOLVED: That the Common Council directs that the process of appointment shall be primarily directed by the Mayor and council leadership (council president and vice-president).

BE IT FURTHER RESOLVED: That the Mayor and council leadership have the authority to include such other persons (including City employees, outside consultants, and community members, as they see fit) as a hiring committee.

BE IT FURTHER RESOLVED: That the council leadership shall report the progress of this work on a regular basis to the Common Council.

BE IT FURTHER RESOLVED: That the Common Council directs that the job description on file in the Human Resources Department be modified in such a way as to reflect these changes, and that said description, having never been approved in current form by the Common Council, be reviewed, modified as needed, and brought to the Common Council for approval.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 232 - 22 - 23. By PUBLIC WORKS COMMITTEE. April 17, 2023.

Your Committee to whom was referred Res. No. 166-22-23 by Alderpersons Dekker and Rust authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by David L. Gartman, LLC; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

III

Res. No. 166 - 22 - 23. By Alderpersons Dekker and Rust. April 5, 2023.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by David L. Gartman, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman, LLC for the 2023 agricultural use of approximately 193 acres of the former David L. Gartman, LLC property in the City of Sheboygan.

PW

Dean Dekker

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of April, 2023, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, LLC, 5509 Moenning Road, Sheboygan, WI 53081, hereinafter referred to as "**LESSEE.**"

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 193 acres of tillable land located within certain agricultural property described as follows:

Parcel No. 59281-471044
Parcel No. 59281-471043
Parcel Nos. 59281-471045 and 59030-454913
Parcel No. 59281-471047
Parcel No. 59281-471046
Parcel No. 59281-471049
Parcel Nos. 59281-471041 and 59030-454871
Parcel Nos. 59281-471042 and 59030-454882

All parcels are located in Section 10, Township 14 North, Range 23 East, City of Sheboygan and Town of Wilson, Sheboygan County, Wisconsin. The 193 acres of tillable land does not include the non-farmable areas that include yards and buildings which are the subject of a separate Residential Rental Agreement.

2. That the term of this lease shall be for the period from April 1, 2023 through March 31, 2024.

3. That the rental rate for the parcels being leased by **LESSEE** of land for the period from April 1, 2023 through March 31, 2024 shall be at the rate of one-hundred fifteen ($115.00) dollars per acre, for a total of Twenty-two Thousand One Hundred Ninety-five and 00/100 Dollars ($22,195.00), which shall be due and payable at the City of Sheboygan Finance Department located at 828 Center Avenue, Sheboygan, Wisconsin, on the 31st day of March, 2024.

4. That the **LESSEE** shall use the land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the land for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR. LESSOR** may remove from the total acreage leased any part thereof upon at least seven (7) months written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE.**

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of April, 2023.

DAVID L. GARTMAN, LLC (LESSEE)

BY: _____
David L. Gartman, Member

Dated this ____ day of April, 2023.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

This document is authorized by and in accordance with Res. No. ____-22-23.

LEASE AGREEMENT

THIS AGREEMENT, made this 25th day of April, 2023, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, LLC, 5509 Moenning Road, Sheboygan, WI 53081, hereinafter referred to as "**LESSEE.**"

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 193 acres of tillable land located within certain agricultural property described as follows:

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Parcel No. 59281-471043
Parcel Nos. 59281-471045 and 59030-454913
Parcel No. 59281-471047
Parcel No. 59281-471046
Parcel No. 59281-471049
Parcel Nos. 59281-471041 and 59030-454871
Parcel Nos. 59281-471042 and 59030-454882

All parcels are located in Section 10, Township 14 North, Range 23 East, City of Sheboygan and Town of Wilson, Sheboygan County, Wisconsin. The 193 acres of tillable land does not include the non-farmable areas that include yards and buildings which are the subject of a separate Residential Rental Agreement.

2. That the term of this lease shall be for the period from April 1, 2023 through March 31, 2024.

3. That the rental rate for the parcels being leased by **LESSEE** of land for the period from April 1, 2023 through March 31, 2024 shall be at the rate of one-hundred fifteen ($115.00) dollars per acre, for a total of Twenty-two Thousand One Hundred Ninety-five and 00/100 Dollars ($22,195.00), which shall be due and payable at the City of Sheboygan Finance Department located at 828 Center Avenue, Sheboygan, Wisconsin, on the 31st day of March, 2024.

4. That the **LESSEE** shall use the land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the land for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least seven (7) months written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this 25th day of April, 2023.

DAVID L. GARTMAN, LLC (LESSEE)

BY: David L. Gartman

David L. Gartman, Member

Dated this 26th day of April, 2023.

CITY OF SHEBOYGAN (LESSOR)

BY: Ryan Sorenson

Ryan Sorenson
Mayor

ATTEST: Meredith DeBruin

Meredith DeBruin
City Clerk

This document is authorized by and in accordance with Res. No. 166-22-23.

IX

R. C. No. 233 - 22 - 23. By PUBLIC WORKS COMMITTEE. April 17, 2023.

Your Committee to whom was referred Gen. Ord. No. 31-22-23 by Alderpersons Dekker and Rust placing stop signs at the northwest corner and southeast corner of S. 22nd Street and David Avenue; recommends adopting the Ordinance.

_____ _____

_____ _____

_____ _____

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

Gen. Ord. No. 31 - 22 - 23. By Alderpersons Dekker and Rust. April 5, 2023.

AN ORDINANCE placing stop signs at the northwest corner and southeast corner of S. 22nd Street and David Avenue.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring southbound and northbound traffic on S. 22nd Street to stop at the intersection of S. 22nd Street and David Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. 235 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 17, 2023.

Your Committee to whom was referred Res. No. 169-22-23 by Alderpersons Felde and Ackley authorizing the Chief of Police to take necessary actions to receive, if awarded, the 2023 Law Enforcement-Based Victim Services Program Grant; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

III

Res. No. 169 - 22 - 23. By Alderpersons Felde and Ackley. April 5, 2023.

A RESOLUTION authorizing the Chief of Police to take necessary actions to receive, if awarded, the 2023 Law Enforcement-Based Victim Services Program Grant.

WHEREAS, the City of Sheboygan Police Department is applying for a Law Enforcement-Based Victim Services Program Grant in the amount of up to $180,000 to establish a victim-based law enforcement-based program to better support victims of crime, from the United States Department of Justice, Office for Victims of Crimes, administered through the International Association of Chiefs of Police; and

WHEREAS, the Law Enforcement-Based Victim Services Program Grant program provides funds to support an additional civilian non-sworn employee for victim services work, which would cover the cost of salary and benefits, over a 24-month project period; and

WHEREAS, in order to obtain the grant in the amount of up to $180,000, the Chief of Police was required to submit an application through the International Association of Chiefs of Police; and

WHEREAS, the funding received would be $90,000 from the United States Department of Justice, with no local match required, up to $180,000 over the course of two years.

NOW, THEREFORE, BE IT RESOLVED: That the Chief of Police is authorized to sign all documents necessary to obtain and administer the grant.

Barb Felde

LHPS

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 234 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 136-22-23 by City Clerk submitting various license applications; recommends granting the applications.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 136 - 22 - 23. By CITY CLERK. April 5, 2023.

Submitting various license applications.

City Clerk

SIDEWALK CAFE (April 14, 2024)

No.	Name	Address
3404	Scenic Bar I	1635 Indiana Avenue
3480	Arrosto Delicatessen	1418 N. 13th Street
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

LHPS

II

R. O. No. 141 - 22 - 23. By CITY PLAN COMMISSION. April 17, 2023.

Your Commission to whom was referred Gen. Ord. No. 30-22-23 by Alderperson Filicky-Peneski and R. O. No. 128-22-23 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property on Pershing Avenue - Parcel #59281012240 from Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification; recommends adopting the Ordinance.

CITY PLAN COMMISSION

Gen. Ord. No. 30 - 22 - 23. By Alderperson Filicky-Peneski. April 5, 2023.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property on Pershing Avenue - Parcel #59281012240 from Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. 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 Use District Classification of the following described lands from Class Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification:

Property located on Pershing Avenue - Parcel #59281012240:

NORTH SHORE SUBD NO 1 LOT 11 & THE W 5' OF LOT 12 & THAT PRT OF LOT 8 DESC AS: COM AT THE NE COR OF LOT 12, TH NWLY 35.15' ALG THE W LN OF LOT 8 TO THE SW COR OF LOT 7, TH NELY 66.83' ALG THE N LN OF LOT 8, TH SLY 56.6' TO THE NE COR OF LOT 11, TH WLY 55.41' ALG THE N LN OF LOT 11 TO THE POB

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Plan

R Filicky-Peneski

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE
FROM SUBURAN RESIDENTIAL (SR-3)
TO SUBURAN RESIDENTIAL (SR-5)

NORTH SHORE SUBD NO 1 LOT 11 & THE W 5' OF LOT 12 & THAT PRT OF LOT 8 DESC AS: COM AT THE NE COR OF LOT 12, TH NWLY 35.15' ALG THE W LN OF LOT 8 TO THE SW COR OF LOT 7, TH NELY 66.83' ALG THE N LN OF LOT 8, TH SLY 56.6' TO THE NE COR OF LOT 11, TH WLY 55.41' ALG THE N LN OF LOT 11 TO THE POB



0 100 200 400 US Feet

N W E S

II

R. O. No. 128 - 22 - 23. By CITY CLERK. April 5, 2023.

Submitting an application from Jack VanDerWeele for a change in zoning classification for property on Pershing Avenue - Parcel No. 59281012240 from Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification.

CITY CLERK

CityPlan

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 230264
FILING FEE: $150.00

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of $200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Jack VanDerWeele PHONE NO.: (920) 946-7844
ADDRESS: N7012 Riverwoods Drive E-MAIL: Inspjvdw@gmail.com
OWNER OF SITE: same PHONE NO.: ( )

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: N/A
LEGAL DESCRIPTION: Enclosed

PARCEL NO. 59281012240 MAP NO. 11 327 009
EXISTING ZONING DISTRICT CLASSIFICATION: _____
PROPOSED ZONING DISTRICT CLASSIFICATION: _____
BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: _____

EMPTY LOT

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: _____

NEW HOME

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? Same purpose - single family lot

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*

- ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

- ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

- ☑ Explain: Lot was originally an SR-5 (historically R-1, NR). Purchased by previous owner, and new zoning maps were changed to have his home/lots all be zoned the same (SR-3)

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? All other homes/lots on Pershing Ave. are zoned SR-5, across the street and west to 11th street. The lot complies with SR-5 zoning of 60' wide and 6000 sq.ft. It does not comply with the SR-3 of 70' wide and 10,000 sq ft.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

Description and Purpose are identical for both the SR-3 and SR-5

4. **CERTIFICATE**

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Jack Van Der Wiele — 3-1-23

APPLICANT'S SIGNATURE **DATE**

JACK VAN DERWEELE

PRINT ABOVE NAME

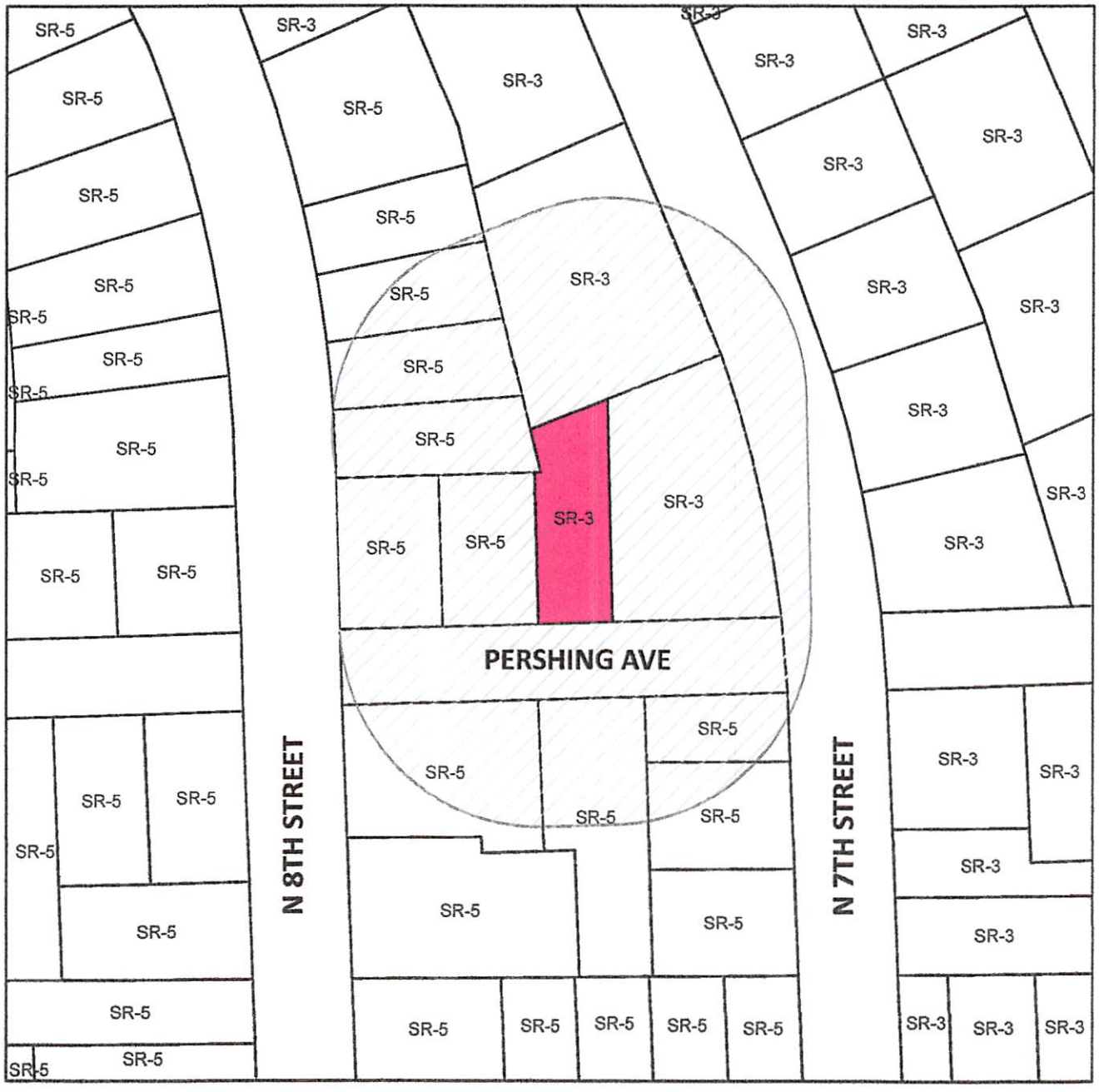
APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- ❑ The property proposed to be rezoned. (1)
- ❑ All lot dimensions of the subject property. (3)
- ❑ All other lands within 200 feet of the subject property. (2)
- ❑ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ❑ Graphic scale and north arrow.

PROPOSED REZONE
FROM SUBURAN RESIDENTIAL (SR-3)
TO SUBURAN RESIDENTIAL (SR-5)

NORTH SHORE SUBD NO 1 LOT 11 & THE W 5' OF LOT 12 & THAT PRT OF LOT 8 DESC AS: COM AT THE NE COR OF LOT 12, TH NWLY 35.15' ALG THE W LN OF LOT 8 TO THE SW COR OF LOT 7, TH NELY 66.83' ALG THE N LN OF LOT 8, TH SLY 56.6' TO THE NE COR OF LOT 11, TH WLY 55.41' ALG THE N LN OF LOT 11 TO THE POB



0 100 200 400 US Feet

N W E S

Zoning Map


City of
November 2020 Zoning
Type Address or Parcel #
Sheboygan
Information
Willow Ave
N 10th St
N 8th St
N 12th St
N 11th St
N 9th St
N 7th St
N 6th St
N 13th St
Pershing Ave
Columbus Ave
Grand Ave
Mayflower Ave
School Ave
Highland Ter
Esri Canada, Esri, HERE, Garr
-87.700 43.780 Degrees
200m
600ft

(3)

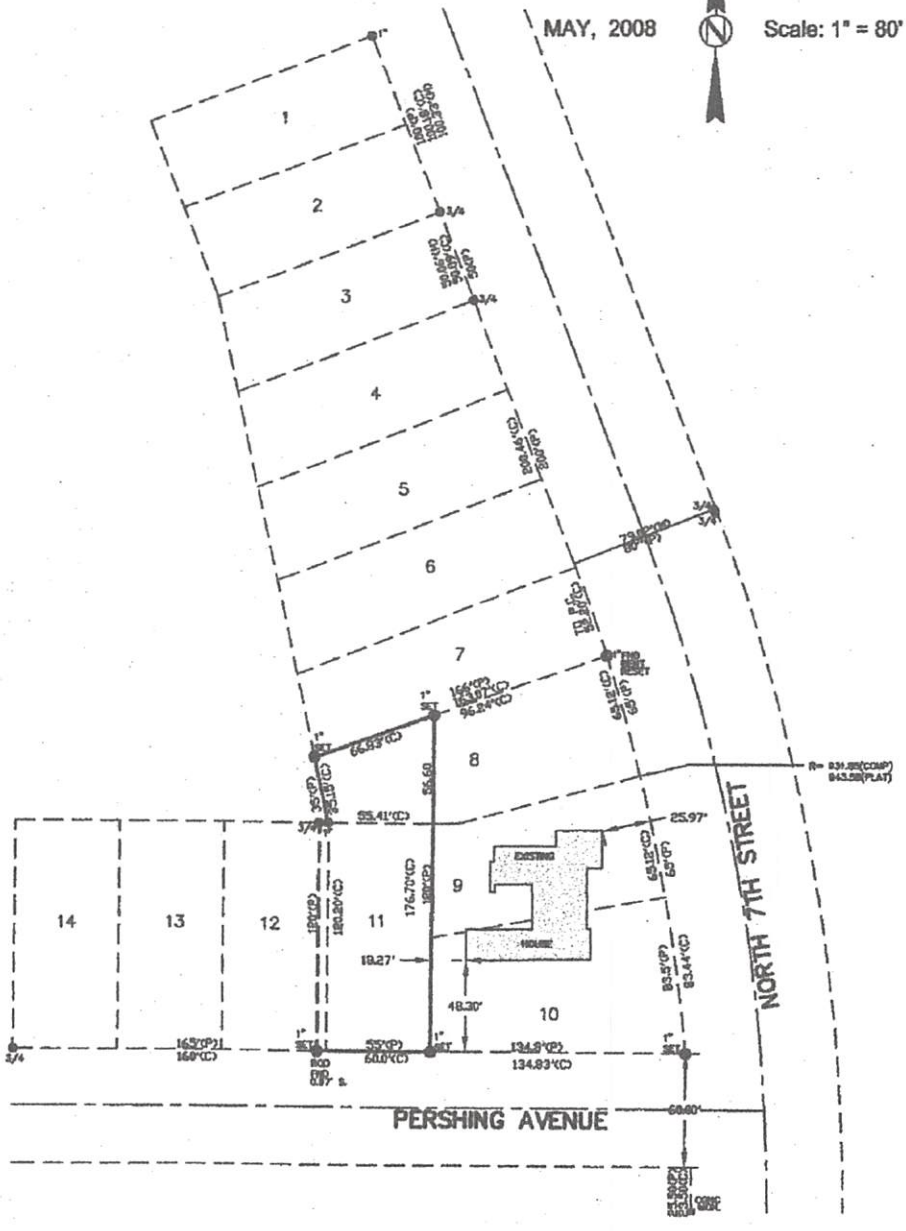
REGISTERED LAND SURVEYORS
& CONSULTING ENGINEERS
Hinze Bruggink LLC.
OUR FOCUS IS YOU
2602 North Fifteenth St.
Sheboygan, Wisconsin 53083
www.hinzebrugginkllc.com
920.458.5921

North Shore Subd.

Survey Prepared for: NORMAN MINSTER
Survey Address: PERSHING AVENUE
CITY OF SHEBOYGAN

Description: LOT 11 AND THE WEST 5' OF LOT 12 AND THAT PART OF LOT 8, DECRIBED AS: COMMENCING AT THE N/E CORNER OF LOT 12 THENCE NORTHWESTERLY 35.15' ALONG THE WEST LINE OF LOT 8 TO THE SW CORNER OF LOT 7 THENCE NORTHEASTERLY 66.83' ALONG THE NORTH LINE OF LOT 8 THENCE SOUTHERLY 56.60' TO THE NORTH EAST CORNER OF LOT 11 THENCE WESTERLY 55.41' ALONG THE NORTH LINE OF LOT 11 TO THE POINT OF BEGINNING. CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

MAY, 2008 N Scale: 1" = 80'



SURVEY CERTIFICATE

I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS AND ROADWAYS, AND VISIBLE ENCROACHMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

HINZE
SHEBOYGAN SURVEYOR
WISCONSIN
LAND SURVEYOR

FILED
AUG 11 2008
SHEBOYGAN COUNTY
REAL PROPERTY LISTING DEPT.

BOOK NO. PG. NO.

Job No. 0782

A 22321

NORTH SHORE SUBD NO 1
LOT 11 & THE W 5' OF LOT
12 & THAT PRT OF LOT 8
DESC AS: COM AT THE NE
COR OF LOT 12, TH NWLY
35.15' ALG THE W LN OF
LOT 8 TO THE SW COR OF
LOT 7, TH NELY 66.83'
ALG THE N LN OF LOT 8,
TH SLY 56.6' TO THE NE
COR OF LOT 11, TH WL Y
55.41' ALG THE N LN OF

F3=Exit F12=Previous

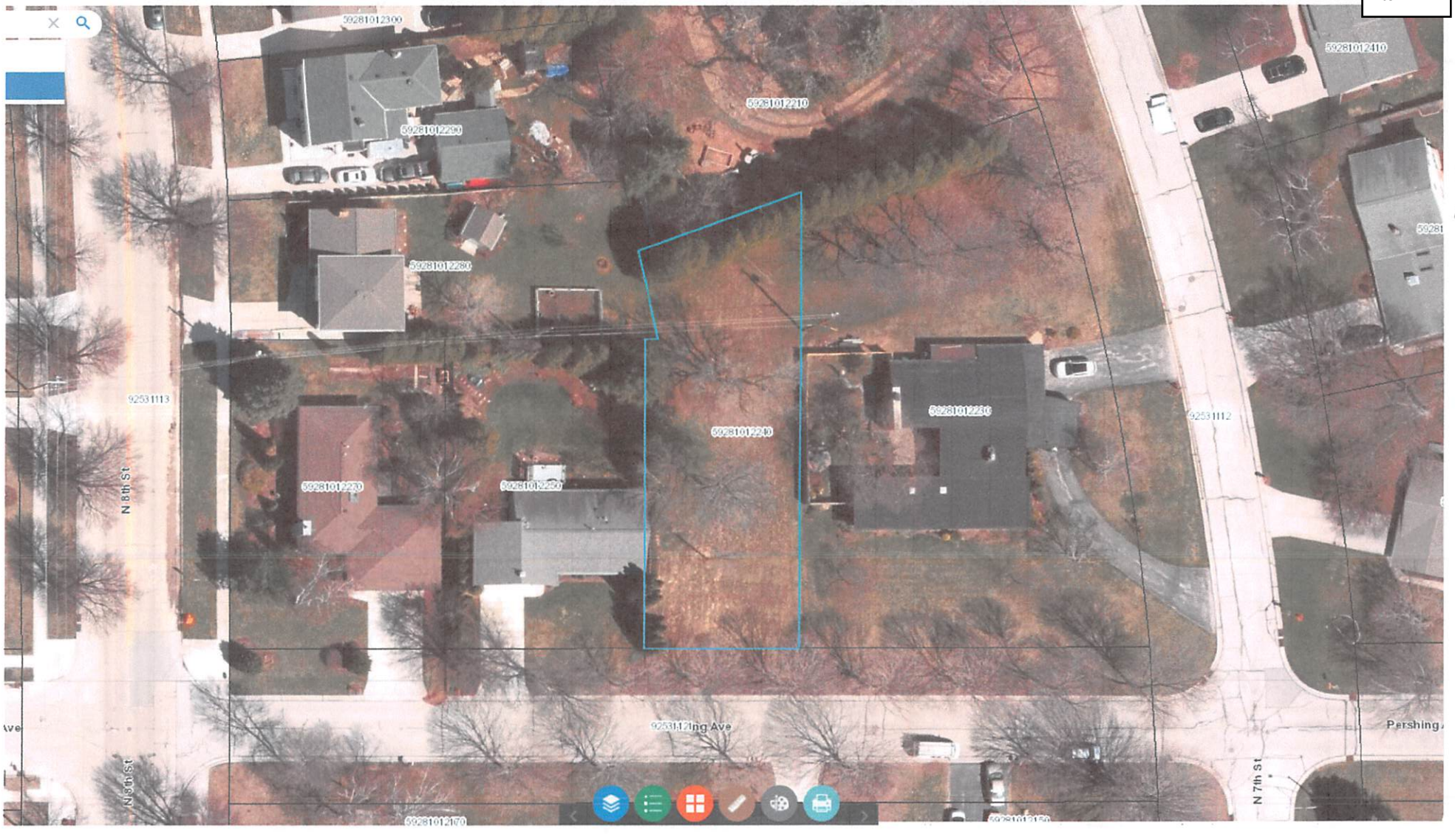
Abbreviated Legal Description

(See recorded documents for a complete legal description)

NORTH SHORE SUBD NO 1 LOT 11 & THE W 5' OF LOT 12 & THAT PRT OF LOT 8 DESC AS: COM AT THE NE COR OF LOT 12, TH NWLY 35.15' ALG THE W LN OF LOT 8 TO THE SW COR OF LOT 7, TH NELY 66.83' ALG THE N LN OF LOT 8, TH SLY 56.6' TO THE NE COR OF LOT 11, TH WLY 55.41' ALG THE N LN OF LOT 11 TO THE POB

https://treasurer.sheboygancounty.com/GCSWebPortal/Search.aspx

Subject property (1)



CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 230264
License No: 0000
Date: 03/16/2023
Received By: MMD
Received From: JACK VANDERWEELE
Memo:
Method of Payment: $200.00 Check No. 8879
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

II

R. O. No. 139 - 22 - 23. By FIRE CHIEF. April 17, 2023.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing January 1, 2023 and ending March 31, 2023.

2023 First Quarter Benchmarks

	2021 EOY	2022 EOY	2022 YTD	2023 YTD	2023 Target
Incident Types					
Fires	87	92	18	14	< 90
Rescue & Emergency Medical Service	4,833	5,170	1,252	1,244	4,900
Non Fires	1,379	1,558	366	297	1,400
TOTAL	6,299	6,820	1,636	1,555	6,300
Station Incident Count Per Station					
Station 1	1,809	2,003	465	440	1,825
Station 2	1,239	1,229	296	281	1,225
Station 3	1,459	1,677	417	378	1,500
Station 4	1,163	1,171	284	261	1,150
Station 5	594	609	165	154	600
Mutual Aid Given	35	131	9	19	
Mutual Aid Received	N/A	54	N/A	9	
Overlapping Calls (Percentage)	N/A	64%	64%	62%	
Overlapping Calls (Count)	N/A	4,380	1,046	965	
Fire Loss					
Number of Incidents	54	61	9	6	
Total Pre Incident Value	$ 95,389,290	$163,942,270	$ 2,888,700	$ 2,880,200	
Total Property Loss	$ 538,550	$ 887,790	$ 106,000	$ 84,250	
Total Content Loss	$ 546,617	$ 1,115,910	$ 14,750	$ 11,150	
Total Loss	$ 1,085,167	$ 2,003,700	$ 120,750	$ 95,400	
Average Loss	$ 20,095.69	$ 32,848	$ 13,416	$ 15,900.00	
Property Saved	$ 94,304,123	$161,938,570	$ 2,767,950	$ 2,784,800	
Workload					
Inspections	2,267	2,742	78	984	2,300
School Safety Programs (Students)	3,148	3,122	0/0	0	3,200
Public Events	56	76	3	10	60
Station Tours	9	16	4	4	25
Non-Compliance/ Installed Smoke Alarms	63/82	78/94	1/2	9/15	
Fire Training Hours	4,981	6,279	1,791	4,266.50	8,000
EMS Training Hours	2,072	1,939	398.50	504.75	2,100
Investigations	84	89	18	9	
Efficiency					
Fire Average Response Time (380 Seconds)*	79%	77%	82%	84%	90%
Effectiveness					
ISO Rating	2	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

FIRE CHIEF

LHPS 23-24

II

R. O. No. 138 - 22 - 23. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
April 17, 2023.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing January 1, 2023 and ending March 31, 2023.

Patrol and Investgations	Y-T-D 3/31/23	Y-T-D 3/31/22	2023 Goals	2022 Actual	2021 Actual
Murder & Non-Negligent Manslaughter	0	0	0	0	1
Manslaughter by Negligence	0	0	0	0	0
Sex Offenses - Forcible	15	17	60	55	90
Sex Offenses - Non-Forcible	4	4	15	11	22
Aggravated Assault	31	21	100	110	112
Select Crimes Against Persons Total	50	42	200	176	225
Robbery	2	2	10	11	5
Burglary	13	14	100	65	82
Theft/Larceny	105	110	800	597	563
Motor Vehicle Theft	5	1	30	29	34
Arson	0	1	10	10	5
Select Crimes Against Property Total	125	128	950	712	689
Percent of Offenses Cleared	69%	64%	70%	60%	47%
Value of Property Stolen	$152,926	$50,287	$500,000	$684,397	$711,334
Value of Property Recovered	$58,018	$19,480	$200,000	$340,673	$321,044
Percent of Stolen Recovered	38%	39%	40%	50%	45%
Accident Investigations	375	342	1,500	1,418	1,365
Traffic Stops	1,328	1,618	No Goal	5,799	4,395
Traffic Arrests	960	972	No Goal	3,856	3,016
Other Arrests	714	709	No Goal	3,074	2,810
Speed Trailer Deployments	1	0	20	12	29
HVEE Deployments	24	20	12	68	65
Parking Tickets Issued	3,786	3,720	10,000	8,366	6,631
Bicycles Recovered	19	35	150	152	190
Involuntary Commitments	33	37	No Goal	138	144
Administration					
District Attorney Request for Digital Evidence	312	252	2,750	1,078	1,142
Open Records Requests	1,647	1,697	4,000	6,688	6,502
Nixle Messages Sent	23	27	250	92	78
Press Releases	7	5	50	23	18
Tweets	26	34	350	126	111
Facebook Followers*	17,768	16,817	18,000	17,515	16,749
Reported Crime Maps	26	27	104	87	98
Crime Comparison Reports	7	7	26	20	22

*Facebook no longer reports likes which were previously tracked

CHIEF OF POLICE

UHPS 2324

II

R. O. No. 142 - 22 - 23. By CITY CLERK. April 17, 2023.

Submitting various license applications.

City Clerk

SIDEWALK CAFE (April 14, 2024)

No.	Name	Address
3484	Jimmy Johns	506 S. 8th Street
2085	Legend Larry's Wings & Things	733 Pennsylvania Avenue

CHANGE OF PREMISE

No.	Name	Address
3186	Suscha's Bar	1054 Pennsylvania Avenue - One day event to be held 6/3/23: to include existing premise and entire parking lot north and east of current premises.
2805	Blue Harbor Resort	725 Blue Harbor Drive - One day event to be held 6/9/23: to include a tent measuring 30 feet in width by 60 feet in length which will be located 88 feet due east of the farthest Northeast corner of the Blue Harbor Conference Center Building. The tent will extend Southeast 60 feet with the southwest corner after tent located 64 feet due east of existing patio railing. This area will be in addition to the current premise.

UtPS 23-24

III

Res. No. 173 - 22 - 23. By Alderpersons Dekker and Rust. April 17, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Rebuild-it Services Group, LLC for the installation of a rebuilt primary clarifier drive unit and secondary clarifier drive unit and with Goldsmith Painting & Cleaning, Inc. for the grinding and painting of steel components.

WHEREAS, Primary Clarifier #1 and Secondary Clarifier #3 are important components of the Wastewater Treatment Facility and, due to age and other factors, the drive units are at the end of their useful life; and

WHEREAS, staff desires to remove rust and peeling paint and to refresh internal surfaces of the clarifiers while they are temporarily placed out of service for the clarifier drive replacement; and

WHEREAS, replacing the drive units, and cleaning, grinding, and repainting internal components is planned as part of the 2023 Capital Improvements Plan; and

WHEREAS, because this project does not constitute "public construction" as that term is used in the Wisconsin Statutes, neither state law nor the City's procurement policy require bidding for this project; and

WHEREAS, based on staff's experience, expertise, and recommendation, contracting with Rebuilt-it Services Group, LLC for the clarifier drive replacement and with Goldsmith Painting & Cleaning, Inc. is in the City's best interest; and

WHEREAS, staff desires that the rules be suspended to allow for expedited approval to ensure project timelines are met.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Rebuild-it Services Group, LLC in the amount of $150,964.00 for the project.

BE IT FURTHER RESOLVED: That the appropriate City Officials are authorized to enter into a contract with Goldsmith Painting & Cleaning, Inc. in an amount not to exceed $29,510.00 for the cleaning, grinding, and repainting of the clarifiers.

Suspend rules
Adopt Res

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $220,000.00, from Account No. 630361-641100 (Wastewater - Improvements Other Than Buildings) for the project and miscellaneous related expenses.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
GOLDSMITH PAINTING & CLEANING, INC.

FOR PREPARATION AND COATING OF WWTF CLARIFIERS

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2023 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Goldsmith Painting & Cleaning, Inc. ("Contractor").

WITNESSETH:

WHEREAS, The City operates a wastewater treatment facility at 3333 Lakeshore Drive ("WWTF"); and

WHEREAS, The City plans to replace drives on two clarifiers in 2023; and

WHEREAS, The City desires to utilize downtime during clarifier replacement to prepare and coat areas of two clarifiers to extend their useful life; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
Contractor shall provide all services, materials, labor, and tools necessary to complete the work in accordance with the Proposal, which is attached as Exhibit 1.

The Terms and Conditions from Exhibit 1 are explicitly not incorporated into this Agreement. The operative Terms and Conditions are found in this Agreement.

Contractor shall be responsible for obtaining any and all applicable City permits and licenses and paying any and all applicable permit fees prior to beginning work.

Article 2. Standard of Care
Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of

Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Services under this Agreement.

Article 3. City's Representative

The City designates Jordan Skiff as its Representatives for purposes of this Agreement. If the City's Representatives deems it appropriate, the City's Representatives may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed $29,510.00.
Invoices shall be sent via first class mail postage prepaid not more than once per month. Payment will be remitted to Contractor within thirty (30) days of receipt of invoice. The invoice shall be based on the percentage of the Services described in Article 1 completed. The invoice shall be sent to:

Bernie Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- Reasonable doubt that this Agreement can be completed for the balance then unpaid.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Contractor shall commence work as quickly as possible upon receiving a Notice to Proceed from the City's Representative, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed. Contractor shall complete the Services by October 1, 2023 or within such extra time as may have been allowed by a mutually agreed extension from when it commences work (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

Article 7. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of Four Hundred and 00/100 Dollars ($400.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 8. Workmanship and Quality of Materials
Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor shall perform its services in a workman-like manner.

Article 9. Safety Requirements
All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Open Records
The parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 11. Termination
The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

Contractor may terminate this Agreement on fourteen (14) day written notice to the City, when for a period of twenty (20) days after a progress payment is due, through no fault of the Contractor, Owner fails to make the payment. On such termination, Contractor may recover from City, payment for all work completed through the time of termination.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, five (5) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor.

For the avoidance of doubt, the specific remedies identified in this Article 12 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of five (5) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification
Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 16. Insurance
Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements for all workers on this Agreement. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance. The Commercial General Liability Insurance coverage shall include operations, contractor's protective insurance, products coverage and completed operations, and contractual coverage, with policy limits of:

   i. General Policy Limit: a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.
   ii. Bodily Injury: a policy limit of at least $1,000,000 per person and $2,000,000 in the aggregate.
   iii. Property Damage: a policy limit of at least $500,000 per occurrence and $500,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the

validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 21. Third Party Rights
Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 22. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 24. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:		**Contractor:**
City Clerk		Goldsmith Painting and Cleaning, Inc.
City of Sheboygan		425 Forest Avenue
828 Center Ave.		Sheboygan Falls, WI 53085
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 25. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 27. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. All Other Submittals by Contractor
4. The Performance and Payment Bonds

(collectively "the Agreement").

This Agreement is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 28. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 29. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.

3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

5. Definitions.

    a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.

    b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After

the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.

c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN	**CONTRACTOR**
BY: _____	**BY:** _____
Ryan Sorenson, Mayor	Scott Reinl, President
ATTEST: _____	**ATTEST:** _____
Meredith DeBruin, City Clerk	
DATE: _____	**DATE:** _____

Proposal

GOLDSMITH
Painting & Cleaning, Inc.

425 Forest Avenue
Sheboygan Falls, WI 53085

Phone: 920-467-4651
Fax: 920-467-4653

CUSTOMER (Complete Legal Name)	Phone	Date
Sheboygan Waste Water Treatment Plant 3333 Lakeshore Drive Sheboygan, WI 53081 Steve Jossart AUTHORIZED REPRESENTATIVE	920-459-3464	May 12, 2022
	Job Name: **Clarifiers**	
	Jobsite Address:	

Goldsmith Painting & Cleaning, Inc. (hereinafter referred to as the Contractor), proposes to provide the following services, equipment and materials as stated below, upon and pursuant to all the terms of this agreement, as follows:

Labor, equipment, and materials to prepare and coat areas of a Clarifier. Details as follows:

We will presoak using a biodegradable detergent, followed by hot pressure washing. We will grind any areas with rust or peeling paint, followed by applying two(2) coats of Sherwin Williams Dura-Plate 235 Multi-Purpose Epoxy at approximately 4 - 8 mils DFT per coat for a total of 8 - 16 mils DFT to the areas that were ground. We will remove existing caulk from expansion joints, followed by installing backer rod and re-caulking. We will clean up.

1. 105' Clarifier
Our time and materials estimate is..... $15,695.00

II. 90' Clarifier
Our time and materials estimate is..... $13,815.00

NOTE: All the work above will be performed on a time and materials basis at charges shown on our published rate sheets at the time the work is being performed. Actual charges could exceed this estimate and overtime rates may apply.

NOTE: A near-white metal blast(SSPC-SP10) is the minimum preparation required by the coating manufacturer for submersion, therefore, no warranty will be associated with this system.

All of the above work is estimated to be done during the regular work week on first shift. All waste from our work will be cleaned up and disposed of on site (except empty paint containers). Work can begin as soon as we receive your signed order and scheduling can be done



Authorized Customer Representative's Signature _____

WORK CHANGES

Owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract in the event the Contractor agrees to make such work changes and that both parties make corresponding adjustments in the contract price and time for completion if necessary. All changes will be authorized by a written change order signed by Owner and Contractor. The change order will include conforming changes in the contract and completion time.

CONTRACT TIME

It is further understood that said time for completion of work shall not apply in the event of material shortages, work stoppages, problems of weather, or transportation difficulties which delay construction beyond the designated time for completion and said delays are beyond the control of the Contractor. Time is Not of the essence.

WARRANTY OF CONTRACTOR

Contractor shall provide and pay for all labor, materials and equipment including tools, construction equipment and machinery and all other facilities and services necessary for the proper completion of work in accordance with the contract documents. Contractor agrees to perform its contract in a workman-like manner.

TERMINATION

Contractor may, on fourteen (14) day written notice to Owner, terminate this contract before the completion date, hereof, when for a period of twenty (20) days after a progress payment is due, through no fault of the Contractor, Owner fails to make the payment. On such termination, Contractor may recover from Owner, payment for all work completed and for any loss sustained by him for materials, equipment, tools, or machinery to the extent of actual loss thereon, plus loss of a reasonable profit, provided that he can prove such loss and damages.

INSURANCE

A. Contractor's Liability Insurance

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit, and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employee;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

B. Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

C. Property Insurance – Owner's Responsibility

Unless otherwise provided the Owner shall purchase and maintain property insurance upon the entire Work at the site to be full insurable value thereof. This insurance shall include the interest of the Owner, the Contractor, Subcontractor, and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur. If the Owner does not intend to purchase such insurance, he shall inform the Contractor in writing prior to commencement of the work. The Contractor may then effect insurance which will protect the Work, and by appropriate Change Order, the cost thereof shall be charged to the Owner. If the Contractor is damaged by a failure of the Owner to purchase and maintain such, and so to notify the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

The Owner and Contractor waive all rights against each other for damages caused by fire and other perils to extent covered by insurance provided under this section excepting where said policy places limitations and/or exclusions upon waiver as to subrogation rights of the insurance carrier.

D. Loss of Use Insurance

The Owner, at his option, may purchase and maintain such insurance as will insure against loss or use of this property due to fire or other hazards, however caused.

ARBITRATION

All claims, disputes and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations of the State of Wisconsin. The Contractor shall carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and Owner in writing.

Authorized Customer Representative's Signature _____

CONFLICT WITH SPECIFICATIONS

No part of the specifications that is in conflict with any portion of the contract or that actually is not descriptive of the work to be done thereunder, or of the manner in which the work is to be executed, shall be considered as any part of the contract, but shall be utterly null and void.

DEBRIS

Any and all debris created from our work will be deposited on site. Any extra, additional, special, or required disposal costs will be added to and be in addition to the proposal amount.

ENVIRONMENTAL HAZARDS

This proposal is made upon the express understanding of the Contractor and upon the express representation of the Customer that no lead or any other toxic or hazardous materials exist at the job site that would become damaged, dislodged, unearthed, caused to be airborne or waterborne, or pose a health hazard to any person. The existence of any lead, toxic, or hazardous substance at the job site will allow the Contractor to declare this contract null and void. In the event any lead, toxic, or hazardous substance is found at the proposed job site, the Customer agrees to indemnify and hold the Contractor harmless for any cleanup costs, damages to person or property, fines, assessments, litigation, or other expenses incurred by the Contractor as a result of the existence of lead, toxic, or other hazardous substances at the proposed job site.

SALES AND USE TAXES

In addition to the price quoted above, the Contractor shall add any and all applicable sales and/or use taxes.

BILLINGS

The Contractor shall provide partial billings for work completed by the Contractor in addition to a final billing to be issued upon the final completion of the services offered herein by the Contractor.

PAYMENT

Since the Contractor is not a provider or grantor of credit, all billings are due and payable within 30 days of invoice date. Owner will make progress payments as specified on the proposal. This determination of the completion for the progress of the construction under this section shall be in the sole discretion of the Contractor. For any and all billed amounts left unpaid for a period of sixty (60) days or more, the Customer agrees to pay a delinquency charge of 1.5% per month of all sums unpaid by Customer.

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Options _____ dollars ($ Options)

AUTHORIZED SIGNATURE Scott Reinl

This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted in total or partially as denoted below. NOTE: Signature ONLY on Item 1 OR Item 2 – NOT BOTH.

1. TOTAL ACCEPTANCE OF PROPOSAL – You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Customer Representative's Signature _____

2. PARTIAL ACCEPTANCE OF PROPOSAL – Listed below are the Item #'s, prices, specifications, and conditions of this proposal that are accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Item #	Price	Specifications and Conditions

Date of Acceptance _____ Authorized Customer Representative's Signature _____

Please sign all pages and return white copies to Goldsmith Painting & Cleaning, Inc.

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND REBUILD-IT SERVICES GROUP, LLC

TO REBUILD AND INSTALL TWO DRIVE UNITS AT THE WASTEWATER TREATMENT PLANT

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2023 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Rebuild-it Services Group, LLC ("Contractor").

WITNESSETH:

WHEREAS, the City has determined that the drive unit of Primary Clarifier #1 and Secondary Clarifier #3 at the Wastewater Treatment Plant need replacement; and

WHEREAS, while the drive units are being replaced, there is an opportunity to install a new skimming mechanism/scum box on Primary Clarifier #1; and

WHEREAS, Contractor is willing and able to provide the City with the necessary parts and services in order to replace the drive units of Primary Clarifier #1 and Secondary Clarifier #3 and to install the new skimming mechanism/scum box on Primary Clarifier #1, pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide all services, materials, labor, and tools necessary to: (1) replace the current C54 Drive Unit on Primary Clarifier #1 with a refurbished C54 drive unit, (2) install a skimming mechanism/scum box on Primary Clarifier #1, and (3) replace the current C40 Drive Unit on Secondary Clarifier #3 with a refurbished C40 drive unit (collectively the "Project"). The Project shall be done pursuant to Contractor's Proposal No. Q98248-B. The Scope of Work for Proposal No. Q98248-B (pages 1-5) is attached to this Agreement as Exhibit A.

The Pricing and Payment Terms, Warranty & Terms and Conditions, and Terms and Conditions from Proposal No. Q98248-B are explicitly not incorporated into this Agreement. The operative Pricing, Payment, Warranty, and other Terms and Conditions are found in this Agreement.

Contractor shall be responsible for obtaining any and all applicable City permits and licenses and paying any and all applicable permit fees prior to beginning work.

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Project in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all aspects of the Project not meeting the Standard of Care.

Contractor shall be responsible to repair any damage incurred during the Project except for turf restoration, which shall be the City's responsibility.

Article 3. Warranty

Contractor warrants all new parts and equipment sold or rebuilt by Contractor to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by Contractor, any part or parts returned to it which Contractor's examination shall show to have failed under normal use and service by the City within the earlier of: (1) two years following Final Acceptance of the Project and (2) two years and six months following the shipment of the parts and equipment to the City.

Warranty repair or replacement shall be free of charge for all items, except for those items—such as resin, filter media, and the like—that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based on Contractor's estimate of the percentage of normal service life realized from the part. Contractor's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by Contractor and accepted by the City in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. Contractor shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete interoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts which are altered or repaired outside of Contractor's factory, or damaged by improper maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

For the avoidance of doubt, Contractor makes no warranty with respect to parts, accessories, or components purchased by the customer from others.

Article 4. Responsibilities of the City
The City designates Jordan Skiff as its designated project manager for purposes of this Agreement.

The City's project manager shall be responsible for final acceptance of the Project. The Project will be deemed accepted unless written notice of non-acceptance is received by Contractor within seven (7) days of Contractor representing that the Project is complete.

Article 5. Compensation
The City shall pay Contractor for all fees and expenses related to the Project in an amount not to exceed $150,964.00, as set forth below:

C54 Rebuilt Drive Unit, as described in Exhibit A	$29,754.00
Skimming Mechanism / Scum Box, as described in Exhibit A	$ 9,852.00
C40 Rebuilt Drive Unit, as described in Exhibit A	$26,816.00
Labor for Installation of Drive Units and Skimming Mechanism / Scum Box	$81,446.00
New spare Gear Motor for C54 Drive	$ 1,660.00
New spare Gear Motor for C40 Drive	$ 1,436.00

Upon completion of the Project, Contractor shall submit an invoice to the City.

Unless additional services are added to the Project, pursuant to the process set forth in this Article, in no event shall the invoiced amount exceed the not to exceed amount.

The invoice shall be sent to:

Bernie Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Payment will be remitted to Contractor within sixty (60) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in the Project must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.

- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 6. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 7. Schedule

The Project shall proceed according to the schedule agreed to by the City's Project Manager and the Contractor.

Unless the City's Project Manager and the Contractor agree in writing to the contrary, the Project, and all invoices related to the Project, shall be complete by October 1, 2023. Completion of the Project shall mean all necessary steps have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by October 1, 2023.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Quality of Materials

The City expressly recognizes that the rebuilt drive unit consists of new and used components. Used components have been refurbished to like-new condition.

Article 9. Safety Requirements

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Project on a schedule acceptable to the City and the City shall pay Contractor for all the Project performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of the Project.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Project is the qualifications and experience of Contractor. Contractor thus agrees that the Project to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Project without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

To the extent permitted by law, Contractor shall indemnify, defend, and hold the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall further indemnify, defend, and hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of the Project pursuant to this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Project or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of the Project pursuant to this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 21. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 22. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws
In performing the Project pursuant to this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 25. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: Contractor:

City Clerk		Terry A. Reyburn
City of Sheboygan		Rebuild-it Services Group, LLC
828 Center Ave.		4188 West Nike Drive
Sheboygan, Wisconsin 53083		West Jordan, Utah 84088

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 26. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 29. Non-Collusion
Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its proposal, as incorporated into this Agreement, were arrived at independently, without collusion, consultation, communication, or agreement, for the

purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.

b. The prices quoted in its proposal were not knowingly disclosed—directly or indirectly—by Contractor to any other competitor prior to submission of the proposal.

c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

Article 30. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

f. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Ryan Sorenson, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

CONTRACTOR

BY: _____
TERRY RECORD

ATTEST: Natalie Smith

DATE: 4/10/2023

Rebuild-it Services Group
4188 W Nike Drive
West Jordan, Utah 84088
www.rebuild-it.com

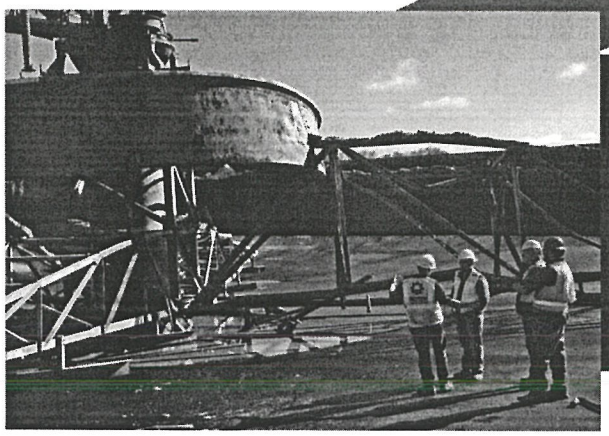
Rebuild-it Services Group

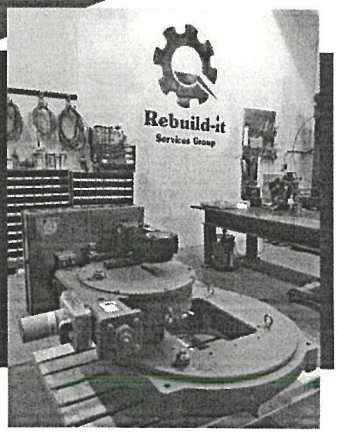
RSG Clarifier Experts

EXHIBIT A

Item 25.







PROPOSAL DATE: February 28, 2023 **PROPOSAL NUMBER:** Q98248-B

PREPARED FOR:
Sheboygan, WI WWTP
3333 Lakeshore Drive
Sheboygan, WI 53081
Attention: Jordan Skiff
E-Mail: Jordan.skiff@sheboyganwi.gov

SCOPE OF WORK:
Rebuild services for C40 and C54 Drive units with installation. Serial No. 22486-01&02.

PREPARED BY:
Rebuild-it Services Group, LLC.
4188 West Nike Drive
West Jordan, Utah 84088
Terry A. Reyburn
Main: (888) 709-5676
Direct: (385) 235-6924
Mobile: (801) 828-5369
E-Mail: treyburn@rebuild-it.com
Website: rebuild-it.com

REPRESENTED BY:
Energenecs
Larry Henderson
700 East Milan Drive
Saukville, WI 53080
PH: 414-940-9282
E-Mail: larry.henderson@energenecs.com

PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal for the rebuilding of an existing EIMCO Primary clarifier C54 drive unit and the supply of C40 Rebuilt drive unit for a 105' dia. Secondary clarifier located at the Sheboygan, WI WWTP, Serial No. 22486-01 & 02. We have also included our professional turn-key labor services to install both drives at the same time.

REBUILD SCOPE OF WORK BASED ON INSPECTION REPORT:

We include the following:

Rebuilding of the 54" EIMCO and 40" drive unit.

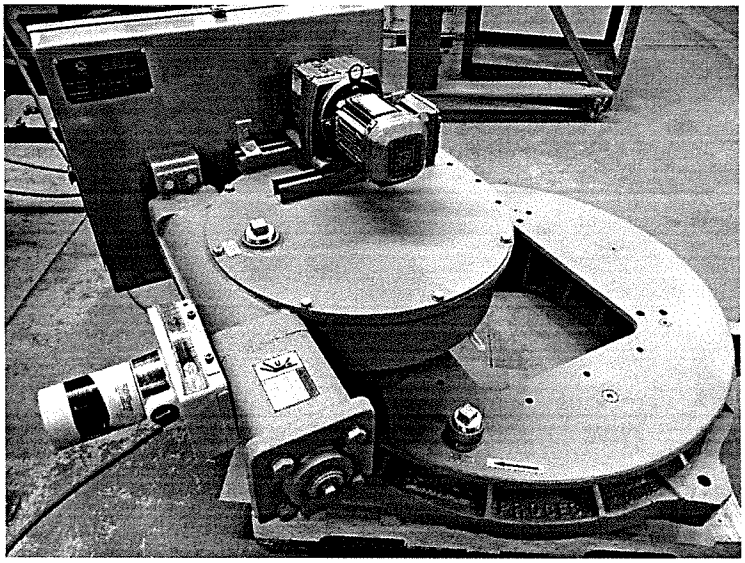
- Disassemble and inspect the drive unit
- Steam clean and evaluate all parts
- Provide an inspection report indicating the condition of the parts and provide a final recommendation for the drive rebuild.
- Blast and clean and all major reused parts for the drive unit; which includes the main gear, base or housing(s), pinion, worm gear, end cap and covers.
- Replace all wear items; such as bearings, seals, gaskets, keys, retaining rings, gauges, site glasses, piping and fasteners.
- Replace motor drive assembly consisting of a ¾ hp gearmotor, chain, Stainless steel chain guard and sprockets.
- Repair worm and shaft and pinion seal areas for new oil seals.
- Replace the torque control
- Machine and polish all re-useable parts as needed.
- Re-assemble, paint, inspect and test the drive unit.
- Painting: Inside and out. (2) coats Tnemec epoxy N69F paint @ 3-5 mils each coat. SSPC-6 blast and metal prep is applied.
- Freight to and from the job site.
- Warranty on parts and workmanship.
- Note: both drive units will come complete to match the existing torque and speed of the original drives.

Items that are not included:

- Loading and offloading of the drive
- Major components that are typically re-used as part of the rebuild scope. Pinions, gears, housings, shafts and covers will be re-used as part of a standard rebuild. If these items are damaged and cannot be re-used, then the price of these individual components will be added to the order.
- Lubricants (oil to be provided by the customer)

Note: This pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e. gears, precision bearing, pinion, housings and covers. If any other these items are deemed to be replaced, there will be an additional charge for these item(s).

Lead-time is estimated at 3-4 weeks.



EIMCO C40 Drive Rebuild by Rebuild-it

SURFACE PREPARATION AND PAINT:

Drive unit: Surface preparation of SSPC-SP6 following by two (2) coats of Tnemec 161 to a 4-6 mils DFT with a final coat of a UV protected industrial grade polyurethane coating to a 6 mils minimum DFT. Color: Pencil Gray.

Submerged and Non-submerged steel: Surface preparation of SSPC-SP10 followed by Two (2) coats of Tnemec N69 hi-build epoxy to 4-6 mils DFT.

SKIMMING PARTS FOR PRIMARY CLARIFIER- 22486-01:

- RSG Premium 4' Skimming Device P/N L42700-3 All stainless steel and aluminum materials.
- New 4' scum box with support- mild steel with (2) coats of paint.
- New piping to connect to scum pipe. Reducer to connect to existing pipe that has been cut off. Customer to attach when complete.
- Related fasteners
- Freight

LABOR SERVICES INSTALLING BOTH DRIVES AT THE SAME TIME:

Note: We would install (2) drives at the same time during the same mobilization.
*** BOTH TANKS TO BE DOWN AT THE SAME TIME***
The scope of work for this project is as follows:

- Hole watch during the install process
- Site mobilization and travel time to the job site.
- Removal of bridge and drive unit on both tanks one right after the other.
- Re-Installation of drive units.
- Install scum box and skimming device.
- Crane, mats, rigging equipment as needed. Crane swing radius approx.. 110' (upgrade to larger crane size)
- Rake and drive leveling.
- Touch up paint only
- Installation of new scum box with reducer to pipe into existing 6" that is cut off.
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in one (1) mobilization.
- Demobilization of personnel and equipment.
- Hole watch included

This proposal **excludes** the following items:

- Trim trees
- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager. A foreman will be onsite throughout duration of construction activities and provide field coordination.
- Overtime premiums or weekend work
- Installation of electrical and/or instrumentation to be by others.
- Covered tank or dome; removal of dome or access panels by others.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only
- Prevailing wage
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.
- Lubrication for drive units.

PRICING SUMMARY:

Pricing to rebuild C40 drive unit as described above.....$26,816.00
Pricing to rebuild C54 drive unit as described above.....$29,754.00
Pricing for skimming mechanism/scum box as described above.....$9,852.00

LABOR PRICING:

Pricing for labor to swap out two drives during the same mobilization.....$81,446.00
Note: Hole watch included.

Total Pricing: $147,868.00

Options:

- Pricing for worm Gear if needed $4,909.00
- Pricing for worm shaft if needed $3,494.00
- Pricing to rebuild left over C40 drive unit to be used for a spare $25,800.00
- Pricing to rebuild left over C54 drive unit to be used for a spare $28,700.00
- Pricing for new (spare) gearmotor for C54 drive P/N 1801 $1,660.00
- Pricing for new (spare) gearmotor for C40 drive P/N 1683 $1,436.00

*Includes freight back to the job site. Both drives to be shipped together.

SCHEDULE:

Delivery of rebuilt drive units and steel components: 8-9 weeks
Labor services: 4-5 days on site plus travel
Check-out services: 1 day

Please be sure to reference this quotation number and date on your purchase order.
Remit order to:

Sentry Equipment
P.O. Box 1493
West Jordan, Utah 84084
Attention: Candace King, cking@rebuild-it.com

PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds $50,000.00 for materials, then the payment terms are 50% up front for engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for **60** days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated, unless otherwise noted. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at $1,200.00 per day plus expenses.

Carbon and Stainless-Steel Escalation: Any material price increase from the proposal date to material procurement that is greater increase from the stated price of more than 5% are herein subject to price escalation. The escalation shall be based on the increase of cost, without additional profit. Any revisions or changes requested by the customer will be priced on a case-by-case basis. The steel pricing and escalations are based on the material index located at www.steelbb.com.

WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt by RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its

factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within three (3) years following initial start-up, or three (3) years and six (6) months from shipment to the purchaser, whichever occurs first, unless otherwise mentioned.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid. If the recommended or equivalent oil is not used or correct quantity is not applied, it will void the warranty. It is the customers responsibility to grease and lubricate the drives, if this is not done on a regular basis it will void the warranty.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG). RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.

TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates. RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____ Customer Address: _____

_____ Contact Name: _____

Contact Phone: _____ Contact Email: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

III

Res. No. 172 - 22 - 23. By Alderpersons Dekker and Rust. April 17, 2023.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the furnishing and installation of a replacement electronic message board sign with monument base to be installed at Deland Park in Sheboygan.

WHEREAS, the Department of Public Works maintains an electronic message board sign at Deland Park, which has reached its useful life and has become unreliable; and

WHEREAS, staff desires to replace the sign with one offering more functionality rather than repair the existing sign; and

WHEREAS, the City issued a Request for Bids for the provision and installation of a new sign with a larger, full color message board, an illuminated cabinet, and a decorative masonry, monument-style base that will connect to existing electrical service; and

WHEREAS, the City has reviewed the two bids received, has determined that the low bid meets all of the specifications, and that the vendor has the necessary qualifications to complete the project before the summer swimming season and the boat races; and

WHEREAS, the department has available funds that were not all expended on improvement projects from last year's program and desires to use the excess funds on the sign replacement from Account Nos. 400300-641300 (Capital Projects Public Works - Sidewalk/Trail Improvements) and 400300-631200 (Capital Projects Public Works - Building Improvements).

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Sign Me Up of WI, Inc. for the purchase and installation of a lighted electronic message board sign at Deland Park in the amount of $42,000.00.

RN 23-24
2/3 Vote

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to complete a budget amendment for the above purchase as follows:

INCREASE by $42,000.00 - Fund Equity Applied - Acct. No. 400-493000

INCREASE by $42,000.00 - Improvements Other Than Buildings - Acct. No. 400300-641100

_____

_____

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

Dated _____ 20____. _____, City Clerk

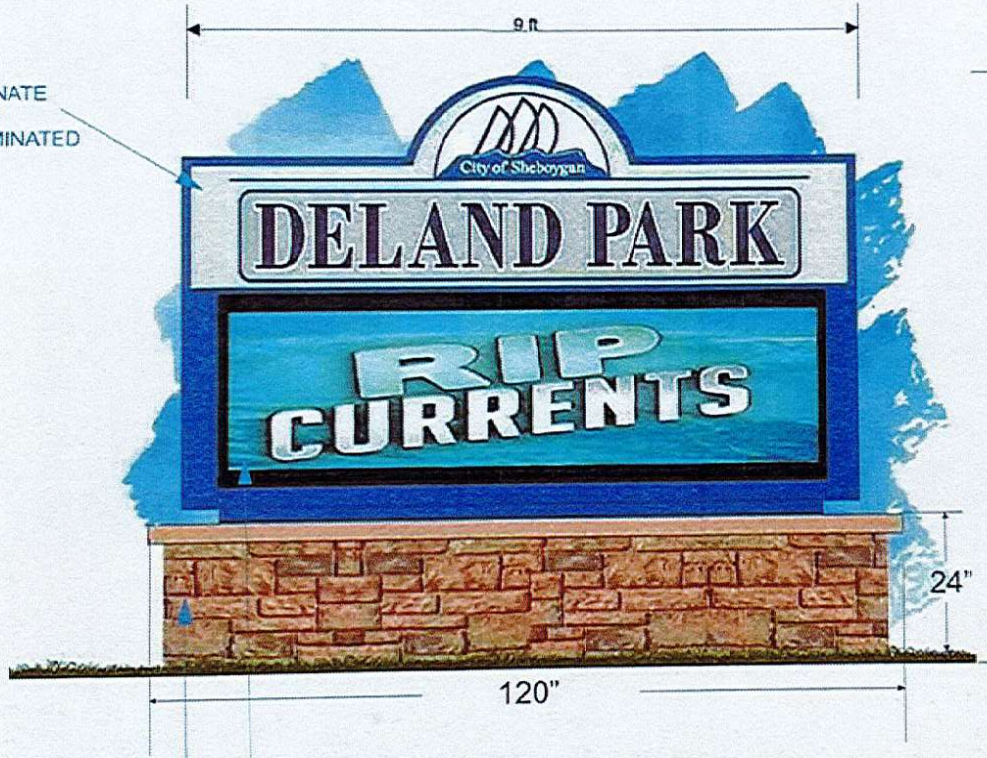
Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

DELAND PARK MONUMENT SIGN

Deland Park - Sheboygan

ALUMINUM CABINET,
ROUTED, POLYCARBONATE
BACK UP, COLORS TBD
LED INTERNALLY ILLUMINATED
ALL GRAPHICS TBD





Daktronics 16MM featuring minimum of 40 pixels x 125 Pixels.
DOUBLE SIDED SIGN: 2 DISPLAYS 2'-7" x 6'-9" size

Cultured stone base to match Boral Cobblefield Chardonnay or approved equal

311 Forest Ave,
Sheboygan Falls
(920) 550-0009

This is an original, unpublished drawing by Sign Me Up. It is for your personal use, in conjunction with a project being planned for you by Sign Me Up. It is not to be shown to anyone outside of your organization nor is it to be used, reproduced, copied or exhibited in any fashion. Use of this design or the salient elements of this design in any sign done by another company, without the expressed written permission of Sign Me Up, is forbidden by law and carries a civil forfeiture of up to 25% of the purchase price of the sign. Sign Me Up will endeavor to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used. All sizes and dimensions are illustrated for clients conception of the project and are not to be understood as being exact size or scale.

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2032-23
DELAND PARK ELECTRONIC SIGN WITH MONUMENT BASE
ADDENDUM # 2 MARCH 9, 2023

This is Addendum # 1 dated March 9, 2023 addresses an answer provided in Addendum # 1 and instead maintains the information provided in the original specification.

Question: Regarding the electronic Message Board would the City accept electronic displays from another manufacturer that are similar in size to what is specified that is manufactured by Daktronics, providing that other features of the message board are similar?

Answer: After further consideration and discussion amongst City Staff the City wishes to limit acceptable manufacturers of the electronic sign board to the Manufacturer and Model named in the **original specification.** The decision to rescind the answer provided in Addendum # 1 issued on March 8th, 2023 is due primarily to maintain manufacturer uniformity across other City-owned Electronic message board signs. The City has a number of Daktronics displays. This action will also assist the City in a side-by side comparison of the bids that are received.

This concludes Addendum # 2 Dated March 9th 2023

Please be sure to acknowledge receipt of this addendum in the appropriate place on the bid submittal form.

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2032-23
DELAND PARK ELECTRONIC SIGN WITH MONUMENT BASE
ADDENDUM # 1 MARCH 8, 2023

This is Addendum # 1 dated March 8, 2023 addressing several questions that have been received

Question: Regarding the electronic Message Board would the City accept electronic displays from another manufacturer that are similar in size to what is specified that is manufactured by Daktronics, providing that other features of the message board are similar?

Answer: Yes, the City would consider other manufacturer sign panels as long as they are nominally similar in size providing other features are similar. Bidders should include information as to the actual size of the cabinet they are proposing as well as the size of the "readable" portion. Also included should be warranty information by the Manufacturer.

Question: Is the Contractor responsible for disconnection and re-connection of the electrical service?

Answer: Yes and No. The City will disconnect power to the existing sign, provide temporary protection for the power source, remove and dispose of the existing sign in its entirety. The Contractor will be responsible to have a licensed Electrician reconnect the sign to electrical power following installation and make provisions to power a wireless internet antenna on the sign.

Question: Is the Contractor Responsible to remove and dispose of the existing sign?

Answer: NO! , **The City will remove the existing sign in its entirety and retain or re-use the sign components in another location. Bidders need not include any labor to remove or costs associated with any part of the existing sign.**

Question: Is it possible to use the same footings for the new sign or must new footings be excavated?

Answer: The Current sign is post mounted. Once the sign is removed by the City there will be no footings or base that can be re-used.

Question: The specifications call for the erection of barricades or protective devices to be supplied and erected by the Contractor. Is this necessary?

Answer: The area where the sign will be installed is a berm surrounded by sidewalks. During excavation of the footings and foundation, the area needs to be cordoned off to protect the public from harm and this is the responsibility of the Contractor. Plastic snow fencing, barricades or other protective measures are to be installed by the Contractor.

Question: To what level is the area surrounding the new site to be restored following installation of the new sign with monument base?

Answer: The turf area of the berm is to be levelled and raked smooth and devoid of any clay chunks, concrete or mortar slag, rocks, foreign materials etc. The City will handle the restoration of the berm following installation and commissioning of the sign.

Question: We already have a Bidders Proof of Responsibility on File. Must we submit another one a minimum of 5 days prior to the Bid date?

Answer: Bidders Proof of Responsibility is good for one calendar year from the date it was submitted. If you are unsure whether you have a valid proof on file you can contact the Dept. of Public Works at (920) 459-3440.

This concludes Addendum # 1 Dated March 8th 2023

Please be sure to acknowledge receipt of this addendum in the appropriate place on the bid submittal form

SPECIFICATIONS
REQUEST FOR BIDS # 2032-23

DELAND PARK SIGN
CITY OF SHEBOYGAN



Prepared by:

Bernard Rammer
Purchasing Agent

City of Sheboygan
INVITATION FOR BIDS # 2032-23

DELAND PARK SIGN
WITH MONUMENT BASE

The City of Sheboygan is soliciting sealed bids for the final design, fabrication and installation of an electronic message board sign with monument base sign to replace a current sign located on Broughton Drive near the intersection with Ontario Avenue in the City of Sheboygan.

The sign will be used for full color messaging as well as to provide warnings to swimmers when rip-tide conditions exist on Lake Michigan. The current sign and base structure will be replaced. The chosen Contractor will be responsible for all facets of the construction including the connection to existing electrical power, provision of software masonry base, erection of the sign and related restoration of the landscape. The Contractor will also be required to provide training in the operation of the sign and related software. The City will provide connectivity with a third-party wireless Internet provider.

Electronic Versions of the documents are available at no charge by contacting Bernard.rammer@sheboyganwi.gov or by calling (920)459-3469

Bid Security, in the form of a Certified Check, cashiers' check or Bid Bond in an amount equal to 5% of the bid amount shall accompany each bid. At the City's option and expense, a performance and payment bond equivalent to 100% of the Bid price shall be provided.

All Bidders shall have on file not less than five days prior to the Bid Due Date an approved Bidders Proof of Responsibility Form. Forms are included with the bid documents.

The awarded Contractor will also be required to possess or obtain a Contractors License. Information regarding Contractors Licensure can be obtained by contacting the Building Inspection Department at (920) 459-4064.

Bidders are advised to familiarize themselves with existing conditions at the job site. A Map of the area including location staking is included with the bid documents.

Emailed bids must be received no later than 1:00 PM local time on Thursday February 16, 2023 via email to Bernard.rammer@sheboyganwi.gov.

All bids received shall remain in effect for not less than 60 days beyond the bid due date.

The City of Sheboygan reserves the right to reject any bids received, cancel this solicitation, waive any informality associated with the bid process and award the bid deemed most advantageous to the City of Sheboygan.

By Order of the City

Bernard R. Rammer, Purchasing Agent

INSTRUCTIONS TO BIDDERS

GENERAL

A. Before submitting a bid, the Bidder shall examine the Contract Documents. The successful Bidder will be required to do all work which is shown on the Drawings, mentioned in the Specifications or reasonably implied as necessary to complete his contract.

B. The Bidder shall visit and examine the site to acquaint himself with the adjacent areas, means of approach to the site, means of equipment ingress, conditions of actual job site, and facilities for delivering, storing, placing and handling of materials and equipment.

C. Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed.

D. The Contractor to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility or with any other Contractors.

E. The Contractor is expected to base his bid price on materials and equipment complying fully with the Contract Drawings and Specifications, and in the event, he names or includes in his bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his contact price.

F. Contractor must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

G. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Contractor, but also to any of his subcontractors.

INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

H. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.

I. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.

J. Neither the Owner nor the Engineer will be responsible for oral instructions.

BID REQUIREMENTS:

K. Each Contractor shall submit only one Bid

L. Each Contractor must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.

M Contractor will be required to submit final design proofs for the sign and masonry base with the bid submittal.

CONDITIONS IN CONTRACTOR'S BID:

M. A Contractor shall not stipulate in his Bid any conditions not contained in the Form of Bid contained in the Contract Documents.

BID:

N. A proposal shall be submitted for the project inclusive of all work required.

TAXES

NOTE: The City is Exempt from Sales Tax.

PERMITS **Contractor will be required to obtain the proper permits for the work and include the fees for same in his/her bid. The City of Sheboygan does not waive permit fees for City of Sheboygan projects.**

SUBMISSION OF BIDS

O. Sealed bids must be made on the form provided and will be received by the Owner

P. Each Proposal shall be firmly sealed in an envelope labeled "Deland Park Sign with Monument Base" and delivered to the office designated in the Invitation to Bid.

Q. All proposals are to be made out in accordance with the Instructions and on the Bid, Form included in this document.

R. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.

S. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.

T. The list of Subcontractors will not be required to be submitted with the bid, however, the successful Bidder shall submit in writing the names of prospective subcontractors and material suppliers for the Owner's approval prior to their employment.

WITHDRAWAL OF BIDS

U. Bids may be withdrawn by written request received from Bidder or his agent prior to the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.

V. No bid may be withdrawn for a period of 60 days after the day set for the opening thereof.

BONDS

W. All bidders will be required to submit a bid bond for 5 percent of the total amount of the bid. If awarded a contract, the contractor will be required to furnish a performance and payment bond equivalent to 100% of the contract price.

NOTICE OF ASBESTOS/LEAD MATERIALS

X. No asbestos is known or anticipated at the site.

RESERVATIONS

Y. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.

COMMENCEMENT AND COMPLETION

Z. The successful bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within 120 consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.

AA. The Owner anticipates commencement of work as soon as possible following award of the project.

BB. POWER OF ATTORNEY

Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

End

BID FORM
DELAND PARK SIGN
WITH
MONUMENT BASE

Bid Due 1:00 PM

Thursday February 23, 2023

Electronic Submission to:

Bernard.rammer@sheboyganwi.gov

We _____

(a joint venture)

(a corporation)

(a partnership)

(an individual)

(Cross out inapplicable)

of _____ Street

City County State ZIP

hereby agree to provide all labor and material required for the construction of the project designated herein, for the prices hereinafter set forth, in strict accordance with the specification Documents.

BASE BID –

Furnish and install a lighted, double faced electronic message board sign with monument base at Deland Park located on Broughton Drive near the Intersection with Ontario Avenue to replace an existing sign. Work to include removal and disposal of the current sign, site preparation, footings, stone base, pre-production sign proofs, manufacturing of sign, permits and final connections to existing electrical power. Also included is restoration of the landscape surrounding the new sign following installation.

For the sum of _____ Dollars

($_____)

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda numbers_____.

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if awarded the contract, to commence the contract work on or before a date to be specified in a written notice to proceed, and to complete the work within the time stated in the Instructions to Bidders.

_____

(Firm Name)

_____ _____

(Area Code & Telephone Number) (Fax Number)

Email_____

By_____

(Signature of Bidder)

Title_____

(Seal, if bid is by a Corporation)

Date:_____

End

IN ORDER TO BE CONSIDERED PLEASE ATTACH AN ELECTRONIC COPY OF YOUR BID BOND OR CERTIFIED CHECK TO YOUR SUBMISSION.

BIDS RECEIVED WITHOUT BID SECURITY MAY NOT BE CONSIDERED

GENERAL REQUIREMENTS
DESCRIPTION OF PROJECT AND DEFINITIONS

Purpose: The purpose of this bid-letting is to identify and contract with a firm that has the experience, knowledge and capability to provide and install a lighted, double faced electronic message board sign with a monument base at the site of the current sign at DeLand Park in the City of Sheboygan on **a turnkey basis**. The chosen Contractor will be responsible for the provision of all work associated with the project.

Specifically, the chosen Contractor will be responsible for;

- Mobilization to Site
- Final design work associated with the sign prior to production including submission of proofs.
- Arranging for the Diggers Hotline location of all underground utilities, public and private.
- Erection of proper barricades or barriers
- Temporary disconnection of electric power from the current sign to allow for its removal from the current sign and reconnection to the new sign.
- Securing the necessary Building Permits from the City of Sheboygan.
- There is adequate power to the base currently.
- Preparation of the sign location with concrete footings and concrete slab.
- Erection of a decorative stone monument base.
- Manufacturing and delivery to the site of a custom- made sign with dual sided message boards.
- All lighting is to be LED
- Sign is to be designed to withstand damage from wind, weather including extreme temperatures and exposure to the Sun including fading.
- Installation of the sign including final connection to electrical power.
- Restoration of all landscape elements disturbed during erection of the sign and the installation of the underground feeder in a manner which returns the landscape to a manner similar to that of pre-construction.

City will be responsible for:

- Provision of assistance to the Electrical Sub-Contractor by City Electrical Department as needed for questions regarding the work to be performed.
- Staking of final location of the sign
- Final choice regarding decorative stone to be use
- The City will work with a third-party vendor to provide wireless internet connectivity to the new sign. Awarded sign Contractor will be required to provide third party wireless internet vendor with a source of 110 Volt ac electrical power.

DIVISION 1 GENERAL CONDITIONS

PROTECTION OF PERSONS

A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

APPLICATION OF THIS SECTION OF THE SPECIFICATIONS

B. The work is subject to the requirements of the Instructions to Bidders

C. The Contractor is fully responsible for seeing that no work shown is inadvertently left out. The listing in the specifications of any article, material, operation, process or method means that the Contractor shall provide each item listed, of quality noted and subject to qualifications noted, and the Contractor shall perform each operation so prescribed according to the conditions stated, furnishing therefore all necessary labor, materials, equipment, and incidentals required to complete the work.

D. In the absence of any specific instruction or specification, workmanship of equal quality to that specified elsewhere in these documents, or as approved by the Engineer shall be employed.

INTENT OF CONTRACT DOCUMENTS

E. The Sections of the Contract Document and the Contract Drawings are complementary and

what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.

F. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.

G. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall govern.

SCOPE OF WORK

H. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications on a turnkey basis.

OWNER'S REPRESENTATIVE

I. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Engineer. They will refer questions of interpretation of the Documents to the Engineer for decision.

J. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.

K. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

SUPERINTENDENCE

L. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.

M. Insofar as is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract.

LABOR

N. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor’s employee who refuses to or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

FIRE PROTECTION

O. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

LAWS, REGULATIONS, FEES AND PERMITS

P. The Contractor shall comply with all laws, ordinances, rules and regulations of the local Building Department, Fire Department, Health Department, Department of Water Supply, Gas and Electricity, Department of Highways and all State and Federal agencies having jurisdiction.

Q. Contractor shall obtain and pay for all permits, fees and inspections required by such agencies.

R. Contractor shall pay for legitimate costs required by private utility and communication companies.

WATCHMEN AND OTHER SAFEGUARDS

S. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.

T. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

CODES AND STANDARDS

U. All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.

V. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference. 7

W. Non-compliance: Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting the deficiencies.

X. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted

1. Industry Standards, Codes and Specifications:

a. ANSI - American National Standards Institute
b. ASTM - American Society of Testing Materials
c. NBS - National Bureau of Standards
d. NFPA - National Fire Protection Assoc.
e. OSHA - Occupational Safety and Health Act
f. UL - Underwriters Laboratories
g. MSS - Manufacturers Standardization Society.
h. EPA United States Environmental .Protection Agency
i. DNR WI Dept. of Natural Resources
j. NEC-National Electrical Code
k. AASHTO-American Assoc. of State Highway and Transportation Officials

CUTTING AND PATCHING

Y. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

INSURANCE AND LIABILITY

Z. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the

street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

AA. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.

BB. Workmen's Compensation

1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.

CC. Comprehensive General Liability and Property Damage Insurance

1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:

2.	Bodily Injury	$1,000,000 per Person
		$2,000,000 Aggregate
3.	Property Damage	$500,000 per Occurrence
		$500,000 Aggregate

DD. Comprehensive Automobile Liability and Property Damage

1. Operation of owned, hired and non-owned motor vehicles:

2.	Bodily Injury	$1,000,000 per Person
		$1,000,000 per Occurrence
3.	Property Damage	$1,000,000 per Occurrence

EE. If the Contractor is employing Subcontractors or hiring pieces of equipment from another firm/contractor, said Contractor must furnish certificates of insurance for each to the Owner.

LAWS TO BE OBSERVED

FF. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and degrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

PUBLIC SAFETY AND CONVENIENCE

GG. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and the least possible inconvenience to the general public and to the employees of the Owner.

USE OF JOB SITE

HH. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner

and shall not encumber the premises with his materials.

II. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.

SCHEDULE OF VALUES

JJ. The Contractor shall within ten (10) days of receipt of notice to proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

REQUESTS FOR PAYMENT

KK. The Contractor may submit periodically but not more than once each month a Request for Payment of work done on the site and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until final completion and acceptance of the work and less previous payments.

LL. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.

RELEASE OF LIENS

MM. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

PATENTS

NN. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

COOPERATION WITH OWNER

OO. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

SUBCONTRACTS

PP. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

QQ. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

ASSIGNMENT OF CONTRACT

RR. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has

had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

SS. "It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

OTHER CONTRACTS

TT. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

OWNER'S RIGHT TO DO WORK

UU. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

TERMINATION BY THE CONTRACTOR

VV. If the Owner fails to make payment through no fault of the Contractor for a period of thirty(30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

TERMINATION BY THE OWNER

WW. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

CHANGES IN THE WORK

XX. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.

YY. The Contract Sum and the Contract Time may be changed only by Change Order.

ZZ. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

CORRECTION OF WORK

AAA. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by

Subcontractors as well as to work done by direct employees of the Contractor. The obligations of the Contractor under this paragraph shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed bylaw.

SANITARY CONVENIENCE

BBB. The Contractor shall provide and maintain on the construction work at all times suitable sanitary facilities for use of those employed on this contract without committing any public nuisance. Portable toilets shall be of proper design and fly-tight. All toilet facilities shall be subject to approval of local and state departments of health.

CLEANING UP AND FINAL INSPECTION

CCC. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the competed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

DDD. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:

1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
2. For defective work not remedied.
3. For failure of the contractor to make proper payments to the Subcontractors.
4. Reasonable doubt that this Contract can be completed for the balance then unpaid.
5. Evidence of damage to another Contractor.
6. Liquidated damages due to failure to meet contract completion dates.

The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

EEE. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

CHANGES – PAYMENT the Owner may, upon proper action of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.

FFF. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:

1. By an acceptable lump sum or unit price proposal by the Contractor.
2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.

GGG. No claim for an addition to the contract price will be valid unless authorized as aforesaid.

HHH. In cases where a lump sum proposal is submitted by the Contractor in excess of Five Hundred Dollars ($500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated, the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves

the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.

III. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

DEDUCTION FOR UNCORRECTED WORK

JJJ. If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

FINAL ACCEPTANCE OF THE WORK

KKK. The Contract shall be deemed as having been finally accepted by the Owner when its governing body, by formal resolution, accepts the work.

CORRECTION OF WORK AFTER FINAL PAYMENT

LLL. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The City shall be the sole and final judge of equivalency.

2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:

2.1 Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

2.2 Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the City of

Sheboygan Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the City from requesting additional information and/or clarification.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the City.

5.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

7.0 PRICING AND DISCOUNT: The City qualifies for governmental discounts. Unit prices shall reflect these discounts.

7.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.

7.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

8.0 RESPONSES TO REMAIN OPEN: Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

9.0 ACCEPTANCE-REJECTION: The City reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the City.

10.0 GUARANTEED DELIVERY: Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

11.0 CONTRACT AND EXECUTION OF CONTRACT: Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the City of Sheboygan Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the City, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.

12.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any

document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

13.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

14.0 LICENSES AND PERMITS: Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.

15.0 ASSIGNMENT: No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the City.

16.0 NONEXCLUSIVE CONTRACT: Unless otherwise stated, the City reserves the right to purchase work or materials outside of this contract.

17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in
s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

18.0 INDEPENDENT CAPACITY: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the City.

19.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

20.0 WARRANTY: Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

21.0 INSURANCE RESPONSIBILITY: If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.

22.0 CANCELLATION: The City reserves the right to cancel any contract in whole or in part without penalty due to non- appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

23.0 OPEN RECORDS: Both parties understand that the City is bound by the Wisconsin Public Records Law,

and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.

24.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

25.0 ADVERTISING AND NEWS RELEASES: Reference to or use of the City, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

26.0 HOLD HARMLESS: The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the City and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

27.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261- 7577.

28.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

SIGN DETAILS

The following specifications are to be used in the formulation of the bid for the sign being proposed.

- Enclosed aluminum cabinet sty sign.
- Interior illuminated
- Dimensions to be 96” Tall x 96” Wide
- Aluminum exterior to be powder coated, color to be determined.
- Two sign faces to be routed aluminum backed with colored Translucent Polycarbonate.
- All electrical to be UL and NEC approved.
- All lighting to be LED
- All lighting with the exception of electronic message board to be controlled with “dusk to dawn” control equipment.
- Masonry Base to be no less than 24” Tall
- Masonry Base to be approximately 96” Long x 24” depth.
- All bids must include excavation for concrete footings and concrete base pedestal
- Cultured Stone Base to be Boral “Cobblefield” Chardonnay or approved equal.
- Two sided LED Electronic Display to be Outdoor Rated and FULL COLOR.
- Daktronics or approved equal 16MM featuring minimum of 40 pixels x 125 Pixels.
- Cabinet size to be at least 2’-7” tall x 6’-9” wide for the two displays.
- Bid is to include Software designed for remote control of signs using wireless internet connection.
- Bids are to include complete final design services and training for operation of the software.
- City is exempt from Sales Tax.
- Performance and Payment bond to be included in the bid price.

Deland Park - Sheboygan





III

Res. No. 174 - 22 - 23. By Alderpersons Dekker and Rust. April 17, 2023.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union regarding the 2023 Memorial Day parade in Sheboygan.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement between the City of Sheboygan, Lakeland University, and Kohler Credit Union, a copy of which is attached hereto and incorporated herein.

PW
23-24

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, LAKELAND UNIVERSITY, AND KOHLER CREDIT UNION REGARDING THE 2023 MEMORIAL DAY PARADE IN SHEBOYGAN, WISCONSIN

This Agreement is between the City of Sheboygan ("City"), a municipal corporation with offices located at 828 Center Avenue, Sheboygan, Wisconsin; Lakeland University, Inc. ("Lakeland"), a non-stock corporation with offices located at W3718 South Drive, Plymouth, Wisconsin; and Kohler Credit Union ("KCU"), a not-for-profit financial cooperative, with offices located at 5727 Superior Avenue, Sheboygan, Wisconsin.

WITNESSETH:

WHEREAS, Sheboygan has a proud tradition of hosting an annual Memorial Day Parade and Fountain Park Ceremony ("Parade") to honor fallen service members; and

WHEREAS, the City desires to contract with an entity to provide the necessary services to organize and conduct the Parade and to obtain a sponsor to fund the costs of event planning services; and

WHEREAS, Lakeland desires to continue providing the City with Event Management Services under the terms of this Agreement; and

WHEREAS, KCU desires to continue sponsoring costs for Event Management Services under the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. KCU's Responsibilities:

    a. By January 31, 2023, KCU shall remit an initial sponsorship payment of $1500.00 to Lakeland.
    b. Within seven calendar days of May 29, 2023, KCU shall remit a final sponsorship payment of $1500.00 to Lakeland. KCU shall not be responsible for this payment if the Parade is cancelled for any reason.
    c. KCU shall provide sponsorship support for incidental costs associated with the Parade. This sponsorship shall be handled via separate agreement between KCU and Lakeland.

2. Lakeland's Responsibilities.

    a. Lakeland shall assume responsibility for organizing, promoting, and executing the Parade. This includes but is not limited to:

        i. Coordination and management of all pre-Parade logistics, including but not limited to:

1. Negotiations for services and management of all necessary suppliers such as portable restrooms during the Parade, fencing, seating and set-up, electrical fulfillment; and any other supplier relationship that may be necessary to successfully manage the event. Any agreements entered into for supplies and/or services shall be between the third party and Lakeland.
2. Timely obtaining all necessary permits, licenses, and permissions necessary to ensure that proper resources and notifications are agreed to in advance by all parties and City departments involved in the Parade.

ii. Coordination and management of Parade-day logistics, including but not limited to:

1. Coordination and collaboration with the Sheboygan Police Department, Sheboygan Department of Public Works, and other municipal departments, as necessary, to ensure public safety and proper use and need for City equipment and services such as public park use, traffic control, trash and recycling services, street closures, crowd control.
2. Parade logistics such as participant staging, parade entry, line-up coordination, official Parade announcements.

iii. Oversight of post-Parade clean-up activities

b. Lakeland shall assume responsibility for the means, methods, techniques, sequences, and procedures by which it undertakes its responsibilities.
c. Lakeland shall comply and shall ensure that all participants, vendors, agents, and other third parties working in concert with Lakeland, comply with all applicable health guidance issued by Sheboygan County, the State of Wisconsin, or the Federal Government in effect on the day of the Parade.

3. City Responsibilities.

a. City shall provide the following at no cost:

i. Use of Fountain Park for the post-parade ceremony;
ii. Use of City streets and lots, upon approval of a parade permit request submitted by Lakeland;
iii. Police aid for traffic and crowd control throughout the Parade;
iv. Department of Public Works support and equipment

4. General Provisions.

a. Access to Records. The parties recognize that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Lakeland and KCU acknowledge that they are obligated to assist the City in retaining and producing records related to this Agreement, and that the failure to do so shall constitute a material breach of this Agreement, in which case the breaching party must defend and hold the City harmless from liability under the Wisconsin Public Records Law. Lakeland and KCU shall maintain all records related to this Agreement for a period of not less than 7 years after the termination of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the records shall also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

b. Assignment. No party shall assign, transfer, convey, pledge, sublet, or otherwise dispose of its interest in this Agreement without the prior consent of the other parties in writing.

c. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other parties: That the execution of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

d. Compliance with All Laws. In performing the services under this Agreement, the parties shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

e. Conflict of Interest. Each party declares that it has no present interest, nor shall it acquire any interest—direct or indirect—which would conflict with the performance of the responsibilities set forth in this Agreement. The parties agree that no person having any such interest shall be employed in the performance of this Agreement.

f. Default. Should any party be in default of the terms and provisions of this Agreement, and should such default continue for more than 30 days after written notice of the default from a non-defaulting party, then a non-defaulting party may terminate this Agreement upon written notice to the other parties.

g. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

h. Hold Harmless/Indemnification. To the extent permitted by law, Lakeland shall hold harmless, defend, and/or indemnify KCU and the City from any and all claims, actions, suits, charges, awards, fines, labor disputes, charges or costs of any kind or character including attorney's fees and court costs that arise, or may arise, out of Lakeland's performance or non-performance of any term, obligation, service, or condition as set forth in this Agreement.

i. Independent Contractor. The parties to this Agreement are not partners. During the entire term of this Agreement, the relationship between the parties shall be that of independent contractors. No personnel, agent, or subcontractor of one party shall represent themselves to be an employee or otherwise affiliated with any other party to this Agreement.

j. Intent to be Bound. Each party binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other parties to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other parties in respect to all provisions of this Agreement.

k. Limitation of Authority. Except as may be specifically provided for with respect to event management services, Lakeland shall have: (1) no power to solicit proposals, bids, or contracts on behalf of the City and (2) no authority to bind the City or act on the City's behalf in any manner whatsoever. Lakeland's authority is hereby limited to those duties and responsibilities specifically enumerated herein.

l. Modifications.This Agreement may be modified or amended by the parties at any time, provided such changes are mutually agreed to, in writing, and signed by all parties.

m. Nondiscrimination.

   a. In connection with the performance of the services under this Agreement, Lakeland agrees not to discriminate against any employee or applicant for employment on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Lakeland further agrees to take affirmative action to ensure equal employment opportunities.

   b. The selection of participants in the Event shall be done on a basis that does not discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

n. Notice. Any notice required by this Agreement shall be made in writing to the parties as addressed below:

City	KCU	Lakeland
City Clerk	Laura Gabrielse	Kym Leibham
City of Sheboygan	Kohler Credit Union	Lakeland University
828 Center Ave.	5727 Superior Ave.	W3718 South Drive
Sheboygan, Wisconsin 53081	Sheboygan, WI 53083	Plymouth, WI 53073

This shall not be construed to restrict the transmission of routine communications between representatives of the parties.

o. Other Sponsors. The Parties anticipate that KCU will be the only sponsor for the Event. If, during the course of planning the Event, one or more Parties believe that additional sponsors are appropriate, both KCU and the City must consent in writing to any additional sponsor. The Mayor shall have the authority to make this consent on behalf of the City.

p. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

q. Term. This Agreement shall cover the 2021 Event only. This Agreement shall begin upon its execution by all parties, and shall continue until July 15, 2021, unless it is extended by mutual agreement of all parties.

r. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

s. Waiver. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the dates written below.

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

DATED: _____

LAKELAND UNIVERSITY, INC.

BY: _____
James C. Jones
Vice President for Human Resources

DATED: 03/23/2023

KOHLER CREDIT UNION

BY: _____

Laura Gabrielse
Senior Vice President of Member Experience

DATED: 4/4/2023

a.

VIII

R. C. No. 226 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 202-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 161-22-23 by Alderpersons Mitchell and Filicky-Peneski approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission; recommends adopting the Substitute of the Substitute Resolution amending the Resolution to eliminate all reference to the comprehensive plan update contained within the sixth "Whereas" clause.

_____ _____

_____ _____

_____ _____

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

Subs. of Subs. of Res. No. 161 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski. April 17, 2023.

A RESOLUTION approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, $865,297 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2023 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2023 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Salvation Army	$60,000 (Public Service)	N/A	- 2022
SCIO	$15,000 (Public Service)	N/A	- 2022
Shoreline Metro	$42,493 (Public Service)	$42,493	- 2022
Family Service Assoc.	$17,238 (Public Service)	$17,000	- 2022
Family Connections	$ 5,000 (Public Service)	$ 4,800	- 2022
Lakeshore CAP	$23,000 (Public Service)	$21,000	- 2022
Big Brothers/Big Sisters	$25,000 (Public Service)	$19,500	- 2022
Flawless Hoops	$10,000 (Public Service)	$ 6,995	- 2022
The Abode	$19,920 (Public Service)	N/A	- 2022

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or $129,794, excluding housing activities. The above public service requests total $217,651. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total $129,794. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development (Housing)	$ 40,000
Habitat for Humanity (Housing)	$ 22,500
Downtown Placemaking Lighting	$ 39,944
Kiwanis Park Pickle Ball Courts	$270,000
Program Administration	$173,059
Section 108 Payment	$160,000

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission; and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2023 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Finance and Personnel Committee, assurances contained therein and to provide any other information requested by HUD.

FINANCE AND PERSONNEL RECOMMENDATIONS

Partners for Community Development	$40,000.00(Housing)
Habitat for Humanity	$22,500.00(Housing)
Flawless Hoops	$4,900.00(Public Service)
Shoreline Metro	$42,493.00(Public Service)
Family Service Association	$15,000.00(Public Service)
Family Connections	$3,350.00(Public Service)
Lakeshore CAP	$12,500.00(Public Service)
Big Brothers/Big Sisters	$11,500.00(Public Service)
The Abode	$6,050.00(Public Service)
Salvation Army	$27,000.00 (Public Service)
SCIO	$7,000.00(Public Service)

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 202 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 5, 2023.

Your Committee to whom was referred Direct Referral Res. No. 161-22-23 by Alderpersons Mitchell and Filicky-Peneski approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission; recommends adopting the Substitute Resolution amending the use of funds by the Finance and Personnel Committee.

Mitchell/Filicky-Peneski
refer back
to F+P

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

Subs. of Res. No. 161 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski. April 5, 2023.

A RESOLUTION approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, $865,297 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2023 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2023 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Salvation Army	$60,000 (Public Service)	N/A	- 2022
SCIO	$15,000 (Public Service)	N/A	- 2022
Shoreline Metro	$42,493 (Public Service)	$42,493	- 2022
Family Service Assoc.	$17,238 (Public Service)	$17,000	- 2022
Family Connections	$ 5,000 (Public Service)	$ 4,800	- 2022
Lakeshore CAP	$23,000 (Public Service)	$21,000	- 2022
Big Brothers/Big Sisters	$25,000 (Public Service)	$19,500	- 2022
Flawless Hoops	$10,000 (Public Service)	$ 6,995	- 2022
The Abode	$19,920 (Public Service)	N/A	- 2022

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or $129,794, excluding housing activities. The above public service requests total $217,651. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total $129,794. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development (Housing)	$ 40,000
Habitat for Humanity (Housing)	$ 22,500
Downtown Placemaking Lighting	$ 39,944
Comprehensive Plan Update	$ 30,000
Kiwanis Park Pickle Ball Courts	$270,000
Program Administration	$173,059
Section 108 Payment	$160,000

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission; and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2023 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Finance and Personnel Committee, assurances contained therein and to provide any other information requested by HUD.

FINANCE AND PERSONNEL RECOMMENDATIONS

Partners for Community Development	$40,000.00(Housing)
Habitat for Humanity	$22,500.00(Housing)
Flawless Hoops	$4,900.00(Public Service)
Shoreline Metro	$42,493.00(Public Service)
Family Service Association	$15,000.00(Public Service)
Family Connections	$3,350.00(Public Service)
Lakeshore CAP	$12,500.00(Public Service)
Big Brothers/Big Sisters	$11,500.00(Public Service)
The Abode	$6,050.00(Public Service)
Salvation Army	$27,000.00 (Public Service)
SCIO	$7,000.00(Public Service)

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 161 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski. March 27, 2023.

A RESOLUTION approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, $865,297 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2023 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2023 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Salvation Army	$60,000 (Public Service)	N/A	- 2022
SCIO	$15,000 (Public Service)	N/A	- 2022
Shoreline Metro	$42,493 (Public Service)	$42,493	- 2022
Family Service Assoc.	$17,238 (Public Service)	$17,000	- 2022
Family Connections	$ 5,000 (Public Service)	$ 4,800	- 2022
Lakeshore CAP	$23,000 (Public Service)	$21,000	- 2022
Big Brothers/Big Sisters	$25,000 (Public Service)	$19,500	- 2022
Flawless Hoops	$10,000 (Public Service)	$ 6,995	- 2022
The Abode	$19,920 (Public Service)	N/A	- 2022

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or $129,794, excluding housing activities. The above public service requests total $217,651. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total $129,794. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development (Housing)	$ 40,000
Habitat for Humanity (Housing)	$ 22,500
Downtown Placemaking Lighting	$ 39,944
Comprehensive Plan Update	$ 30,000
Kiwanis Park Pickle Ball Courts	$270,000
Program Administration	$173,059
Section 108 Payment	$160,000

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission; and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2023 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Finance and Personnel Committee, assurances contained therein and to provide any other information requested by HUD.

FINANCE AND PERSONNEL RECOMMENDATIONS

Partners for Community Development	$	(Housing)
Habitat for Humanity	$	(Housing)
Flawless Hoops	$	(Public Service)
Safe Harbor	$	(Public Service)
Shoreline Metro	$	(Public Service)
Family Service Association	$	(Public Service)
Family Connections	$	(Public Service)
Lakeshore CAP	$	(Public Service)
Big Brothers/Big Sisters	$	(Public Service)
The Abode	$	(Public Service)

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 731 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred Direct Referral Res. No. 171-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with Vue 14 LLC regarding an affordable housing project to be located at the corner of South 14th Street and Illinois Avenue; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 171 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
April 10, 2023.

A RESOLUTION authorizing entering into a Development Agreement with Vue 14 LLC regarding an affordable housing project to be located at the corner of South 14th Street and Illinois Avenue.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement Between Vue 14 LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

DEVELOPMENT AGREEMENT
BETWEEN
VUE 14 LLC
AND THE CITY OF SHEBOYGAN

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the ___ day of _____, 2023 by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and Vue 14 LLC, a Wisconsin limited liability company, with its principal offices located at 24 S. Brooke Street, Fond du Lac, WI 54935-4007 (hereinafter "Developer").

RECITALS

Developer has proposed constructing a new 48-unit affordable housing project in the City of Sheboygan with at-grade parking lots and related improvements (the "Development"). The Development will be located on the Property (as defined herein).

City recently conducted an Affordable Housing Market Study that identified a need for multifamily housing affordable to individuals and families with low and moderate incomes.

The Property is located in the City's Tax Incremental District No. 17 (the "District"), a rehabilitation district pursuant to § 66.1105, Wis. Stats. ("State Tax Increment Law"), which the City established in September 2018. The District was established for the purpose of making public improvements in the area so as to promote business redevelopment activity, attract and retain developments, and encourage further private investment in local businesses and residences, thereby providing long-term tax benefits to the City and the other overlying tax jurisdictions.

The City is authorized, by Section 66.1105(9)(a) of Wisconsin Statutes, as amended, to pay Project Costs(as defined in the State Tax Increment Law) from the special fund of the District or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the TID Project Plan (as defined herein), as it may be amended.

The Project (as defined herein) to be undertaken by the Developer, as described herein, is of particular importance to the City as it provides additional opportunities for affordable housing.

The TID Project Plan includes an upfront "Development Incentive Payment" from the District as eligible Project Costs for purposes of carrying out the TID Project Plan.

The City has also received funding from the United States Department of Treasury under the American Rescue Plan Act, given to assist local municipalities negatively impacted by the COVID-19 public health emergency, for affordable housing and plans to provide an upfront grant in the amount of $1,200,000 from this allocation towards the cost of developing and constructing the Development (the "ARPA Grant").

The City established in 2020 an Affordable Housing Fund to provide funding to increase/improve the supply of safe, quality, affordable housing and revitalize central city neighborhoods. The City plans to provide an upfront grant in the amount of $1,500,000 from the Affordable Housing Fund towards cost of developing and constructing the Development (the "AHF Grant").

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of the District, the American Rescue Plan Act and the Affordable Housing Fund and to facilitate the implementation of the TID Project Plan, as it may be amended, and the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development of the Project in accordance with this Agreement.

The City desires to make the proceeds of the ARPA Grant, the AHF Grant and the Development Incentive Payment available to The Wisconsin Partnership For Housing Development, Inc. ("WPHD") conditioned upon WPHD loaning the proceeds of the ARPA Grant, the AHF Grant and the Development Incentive Payment to the Developer for Developer's use in connection with the Project.

WPHD is a nonprofit corporation that was formed, in part, to foster the development of affordable housing such as the Development. Developer desires to assist WPHD in the furtherance of its charitable purposes and has requested WPHD to participate in the development of the Project.

Developer has acquired real property within the proposed boundaries of the District more particularly described in Exhibit A attached hereto (the "Property") and intends to develop the Property through the construction of the Development at an estimated Hard Cost (as defined herein) of $11,000,000 (Eleven Million Dollars.)

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Project through development incentives in order to bring about the development and thereby promote the sound growth of the City.

The Project proposed by the Developer would not be economically feasible within the foreseeable future without financial assistance from City to the Project as provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Affordable Housing Fund" or "AHF" means the special revenue fund established by the City to provide funding to increase/improve the supply of safe, quality, affordable housing and revitalize central city neighborhoods.

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"ARPA" means the American Rescue Plan Act pursuant to which the U.S. Department of Treasury is authorized to provide state and local fiscal recovery funds to local governments for purposes of making significant investments with long-term benefits to help municipalities recover from the negative effects of the COVID-19 pandemic, focusing on affordable housing, revitalization and access and delivery of public services.

"Developer" means VUE 14 LLC and its permitted successors and assigns.

"Development Incentive Payment" means an upfront payment of Three Hundred Thousand Dollars ($300,000) to WPHD funded from the District.

"Events of Default" means any of the events described in Article X hereof.

"Hard Costs" means funds spent physically constructing the Project. Such costs may include site work; remediation; architectural and civil costs; remediation; utilities serving the Project; contractor, subcontractor, and construction management fees; storm water facilities (both offsite and onsite); geotechnical and other testing; construction completion and payment and performance bonds; and all labor and materials required.

"Plans and Specifications" means the plans and specifications for the Project prepared by the Developer which have been approved by the City Plan Commission in accordance with all procedures and requirements of the City for such approvals.

"Project" means the construction of a housing complex with 48 affordable units, and associated at-grade parking lots, located on the Property as proposed by Developer herein.

"Substantial Completion" means completion of the Project evidenced by: (i) issuance by the Project architect of a certificate of substantial completion (but not including weather-related delays of landscaping and related exterior

work); and (ii) issuance by City of a temporary or permanent certificate of occupancy for the Development.

"TID Project Plan" means the Project Plan for Tax Incremental Financing District No. 17 of the City of Sheboygan, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of the construction of a housing complex with 48 affordable housing apartment units, and associated parking upon the Property, the conceptual plans of which are attached hereto as Exhibit B. The Project will be subject to income and rent restrictions as set forth in the extended use agreement entered into by Developer and the Wisconsin Housing and Economic Development Authority ("WHEDA") in connection with the allocation of the Tax Credits (as defined herein) to the Project. Construction shall commence by September 1, 2023 and shall be Substantially Completed within sixteen months thereafter (subject to extension for Force Majeure), at an estimated Hard Cost of $11,000,000 (Eleven Million Dollars.)

ARTICLE III. CONDITION PRECEDENT TO DEVELOPER AND CITY OBLIGATIONS

The parties acknowledge that Developer has been awarded an allocation of 4% Low-Income Housing Tax Credits (the "Tax Credits") from WHEDA. Developer's obligations hereunder shall be contingent upon Developer obtaining, in Developer's sole discretion, commitments for equity, grant funding, and debt financing in amounts sufficient to complete the Project. No later than September 1, 2023, Developer may elect to terminate this Agreement for failure to satisfy this condition by i) delivering written notice, ii) refunding all funds held by the Developer resulting from payments made by the City under this Agreement, and iii) providing releases related to all funds held in escrow and resulting from payments made by the City under this Agreement. Upon such termination, the parties shall have no further obligation to each other except that as expressly survive termination of this Agreement. The conditions precedent to City's obligation to make the proceeds of the ARPA Grant, the AHF Grant and the Development Incentive Payment are set forth herein.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability company in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Prior to receiving the proceeds of the ARPA Grant, AHF Grant or Development Incentive Payment, the Developer will have sufficient funds through equity investment in Developer, through lending sources, and through other funding mechanisms for the completion of the Project and will provide evidence thereof to the City. Developer shall, from time to time upon the reasonable request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City

of any material adverse change in the Developer's financial condition.

(E) The Project to be constructed will be fully subject to taxation under Wisconsin property tax laws until the Expiration Date (as defined herein). Developer, for itself, its successors and assigns, shall not, prior to the Expiration Date, (i) take any action(s) or file any claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under property tax laws, or (ii) advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

(F) The City's obligation to provide the ARPA Grant is contingent upon City, Developer and WPHD entering into a grant agreement related to the ARPA Grant ("Grant Agreement") in a form approved by the City Attorney.

ARTICLE V. UNDERTAKINGS OF THE DEVELOPER

5.1 Construction of the Project. The Developer shall commence construction of the Project by September 1, 2023. Developer shall achieve Substantial Completion within sixteen months thereafter (subject to extensions for Force Majeure).

5.2 Compliance with Codes, Plans and Specifications, Etc. The building and other improvements to be constructed upon the Property, the construction thereof, and their uses shall comply with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to comply with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such

work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

5.3 Taxability of the Project. Developer hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law until the Expiration Date (as defined herein). Prior to the Expiration Date, Developer shall take no action at Open Book, Board of Review, or in Circuit Court to reduce the assessed valuation of the Project to a value lower than that necessary to create an annual tax payment less than the greater of i) $40,000 or ii) for each year after 2024 the product of $40,000 multiplied by average increase in residential tax bills within the City of Sheboygan since 2024. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law prior to the Expiration Date which would jeopardize or call into question the taxability of the Project or eliminate real estate or personal property taxation in the State of Wisconsin. This section shall remain in place until the termination of the District on August 20, 2045, or such earlier date as the City shall cause the termination of said District ("Expiration Date").

5.4 Payments in Lieu of Taxes. Notwithstanding the above, in the event that the Project is determined at any time to be exempt from real and/or personal property taxation under state law, or in the event that a particular tax is eliminated or repealed, Developer, for itself and its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the Development were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Development. This section shall remain in place until the Expiration Date.

5.5 Good Faith Hiring and Contracting Efforts. Developer agrees to exercise good faith in striving whenever possible to hire, retain, and contract with qualified individuals and businesses residing and/or based in the City of Sheboygan, as well as veteran- and minority-owned businesses in connection with the construction of the Project. Developer agrees to undertake reasonable efforts to make opportunities known and available to local residents and businesses, such as advertising

in publications and internet resources frequented by such residents and businesses.

ARTICLE VI. DEVELOPER GUARANTEE TO CITY

6.1 Minimum Investment. Developer for itself, its successors and assigns, hereby guarantees to construct or provide for private construction of the Project with a minimum investment of $11,000,000 (Eleven Million Dollars.) ("Minimum Investment"). Costs and expenses counted towards the Minimum Investment include all Hard Costs expended by Developer in connection with the construction of the Project. Developer shall provide the City a statement of costs and expenses incurred in the construction of the Project no later than sixty (60) days after Substantial Completion of the Project as required by this Agreement, or such later date as the parties may hereafter agree. Such statement shall be certified by a certified public accountant.

ARTICLE VII. UNDERTAKINGS OF THE CITY

7.1 Development Incentive Payment. The City will grant the proceeds of the $300,000 Development Incentive Payment to WPHD and WPHD will loan the proceeds of the Development Incentive Payment it receives from City to Developer for Developer's use in connection with the development and construction of the Project. The City shall deposit the Development Incentive Payment in a construction escrow account with First American Title Insurance Company, 25 W. Main Street, Suite 400, Madison Wisconsin ("Title Company") at such time as the City issues the building permit for construction of the Project. Such deposit shall be deemed a disbursement of the Development Incentive Payment to WPHD and an advance of the loan proceeds from WPHD to Developer. The City agrees and acknowledges that the Development Incentive Payment shall not be repayable except by Developer i) pursuant to termination of this Agreement pursuant to Article III above, or ii) pursuant to Article X below in connection with a default by Developer in the performance of its obligations under this Agreement.

7.2. ARPA Payment. The City will grant the proceeds of the ARPA Grant (in amount equal to $1,200,000) to WPHD pursuant to the terms of the Grant Agreement). The City acknowledges that WPHD will loan the proceeds of the ARPA Grant to Developer for

Developer's use in connection with the development and construction of the Project. The City shall deposit the ARPA Grant proceeds, in a single disbursement, in a construction escrow account with Title Company at the time of the closing of the construction financing and admission of the Investor Member into Developer. Notification of the date of such closing and admission shall be provided to the City at least ten days in advance. Such deposit shall be deemed a disbursement of the ARPA Grant to WPHD and an advance of the loan funded with ARPA Grant proceeds from WPHD to Developer. The City agrees and acknowledges that the ARPA Grant shall not be repayable except as set forth in the Grant Agreement or as a result of the failure of the Developer to proceed with construction.

7.3 AHF Payment. The City will grant the proceeds of the AHF Grant (in amount equal to $1,500,000) to WPHD and WPHD will loan the proceeds of the AHF Grant it receives from City to Developer for Developer's use in connection with the development and construction of the Project. The City shall deposit the AHF Grant proceeds, in a single disbursement, in a construction escrow account with Title Company on or before September 1, 2023. Such deposit shall be deemed a disbursement of the AHF Grant to WPHD and an advance of the loan funded with AHF Grant proceeds from WPHD to Developer. The City agrees and acknowledges that the AHF Grant shall not be repayable except by Developer i) pursuant to termination of this Agreement pursuant to Article III above, or ii) pursuant to Article X of this Agreement in connection with a default by Developer in the performance of its obligations under this Agreement.

7.4 Purpose. The Development Incentive Payment made under this Agreement is provided by the City as part of a negotiated, lawful contract with Developer in exchange for consideration, including requirements to develop the Property in a manner that inures to the benefit of the general public. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

ARTICLE VIII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) All representations, guarantees, and warranties of Developer set forth in Articles III, IV, and V, and other representations and warranties of Developer in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(B) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(C) No Event of Default by Developer has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE IX. INDEMNIFICATION OF THE CITY

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts or willful misconduct of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation, gross negligence, or willful misconduct of, or breach of this Agreement by, the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE X. DEFAULT/REMEDIES

10.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause Substantial Completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

City agrees to give Developer's tax credit investor ("Investor Member") written notice of any default under this Agreement so long as City has been provided the name and address of the Investor Member. Investor Member may, at Investor Member's option, cause the cure of such default within the cure periods set forth above. The City agrees to accept any cure by Investor Member as if such cure were made by Developer.

10.2 Remedies on Default. Whenever an Event of Default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

10.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City or Developer in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

10.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

10.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-

defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

ARTICLE XI. FORCE MAJEURE

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, pandemic, or epidemic, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause.

ARTICLE XII. ADDITIONAL PROVISIONS

12.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

12.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

12.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on

the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

12.4 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued. No owner of the Property may subdivide the Property nor sell, transfer or convey less than the entire Property. Notwithstanding the foregoing, no consent shall be required for: (i) a transfer of the Property pursuant to any foreclosure proceedings or a transfer by deed (or other instrument of conveyance) in lieu of any such foreclosure to any lender providing financing for the Project, or thereafter by such lender to a third party; or (ii) a collateral assignment of this Agreement for the benefit of Developer's lenders.

12.5 No Joint Venture. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

12.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

12.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

12.8 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows or such other address designated in a notice to the other party pursuant to the terms of this section 12.8:

To the City: City of Sheboygan, Wisconsin
828 Center Ave.
Sheboygan, WI 53081
Attn: City Clerk

with a copy to:
City Attorney
City of Sheboygan, Wisconsin
828 Center Ave., Suite 210
Sheboygan, WI 53081

To the Developer: VUE 14 LLC
c/o Commonwealth Holdings II, LLC
24 S. Brooke Street
Fond du Lac, WI 54935-4007
Attn: Dan Kroetz

with a copy to:

Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
Attn: William R. Cummings

12.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

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

12.11 Cooperation. The City and the Developer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

12.12 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

12.13 Recording. This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County

Register of Deeds against the Property at the cost of the Developer.

12.14 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

12.15 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consulting and other fees and expenses incurred in connection with the preparation of this Agreement and other documents and agreements referred to herein in an amount not to exceed $35,000.

12.16. The Agreement shall terminate as of the Expiration Date and the parties shall have no further obligations to each other except for any obligations which expressly survive termination of this Agreement.

12.17 ARPA Funding Requirements. The Grant Agreement shall incorporate the "City of Sheboygan Terms and Conditions for Contracts Funded with Federal Grants Subject to the Uniform Guidance," a copy of which is attached as Appendix A and made a part of this Agreement by reference. The Grant Agreement shall be effective only upon Developer's signing the various certifications attached to the Appendix.

[Signature Page Follows]

SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Ryan Sorenson, Mayor

ATTEST:_____
Meredith De Bruin, City Clerk

VUE 14 LLC

By: View 14 MM, LLC,
its managing member

By: Commonwealth Holdings II, LLC, its member

BY:_____
Kristi Morgan, Manager

This document authorized by and in accordance with Res. No. ___-22-23.

EXHIBIT A

The Property

PARCEL 1:

LOTS 2, 3, 4 AND THE EAST 5 FEET OF LOT 5 IN BLOCK 247, EXCEPT THAT PART OF LOTS 2 AND 3 SOLD TO THE RAILROAD, OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, TOGETHER WITH THE NORTH ½ OF THE VACATED ALLEY ADJOINING SAID LOTS TO THE SOUTH SAID LAND BEING IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN.

TAX PARCEL NO. 59281506240

PARCEL 2:

THE WEST 55 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 247, OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, TOGETHER WITH THE NORTH ½ OF THE VACATED ALLEY ADJOINING SAID LOTS TO THE SOUTH, SAID LAND BEING IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN.

TAX PARCEL NO. 59281506260

PARCEL 3:

THE NORTH 1/2 OF LOTS 7, 8, 9, 10 AND 11, BLOCK 247, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, TOGETHER WITH THE SOUTH ½ OF THE VACATED ALLEY ADJOINING SAID LOTS TO THE NORTH, IN THE CITY OF SHEBOYGAN ACCORDING TO THE RECORDED PLAT THEREOF.

TAX PARCEL NO. 59281506350

PARCEL 4:

ALSO, ALL THAT PART OF LOTS 1, 2 AND 3, IN SAID BLOCK 247, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, TOGETHER WITH THE NORTH ½ OF THE VACATED ALLEY ADJOINING SAID LOTS TO THE SOUTH, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1, DISTANT 50 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF SAID LOT 1, DISTANT 30 FEET NORTHERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY

ALONG A STRAIGHT LINE TO A POINT ON THE SOUTH LINE OF SAID LOT 3, DISTANT 30 FEET WESTERLY FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 3 TO A POINT ON THE CENTER LINE OF SAID VACATED ALLEY, THENCE WESTERLY ALONG SAID CENTER LINE TO A POINT ON THE EAST LINE OF SOUTH 14TH STREET, THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF SAID LOT 7, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, 10 AND 11, TO THE NORTHEAST CORNER OF SAID LOT 11, THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO A POINT ON THE CENTER LINE OF SAID VACATED ALLEY, THENCE EASTERLY ALONG SAID CENTER LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1, THENCE NORTHERLY ALONG THE EAST LINE AND THE SOUTHERLY EXTENSION OF SAID LOT 1 TO THE POINT OF BEGINNING.

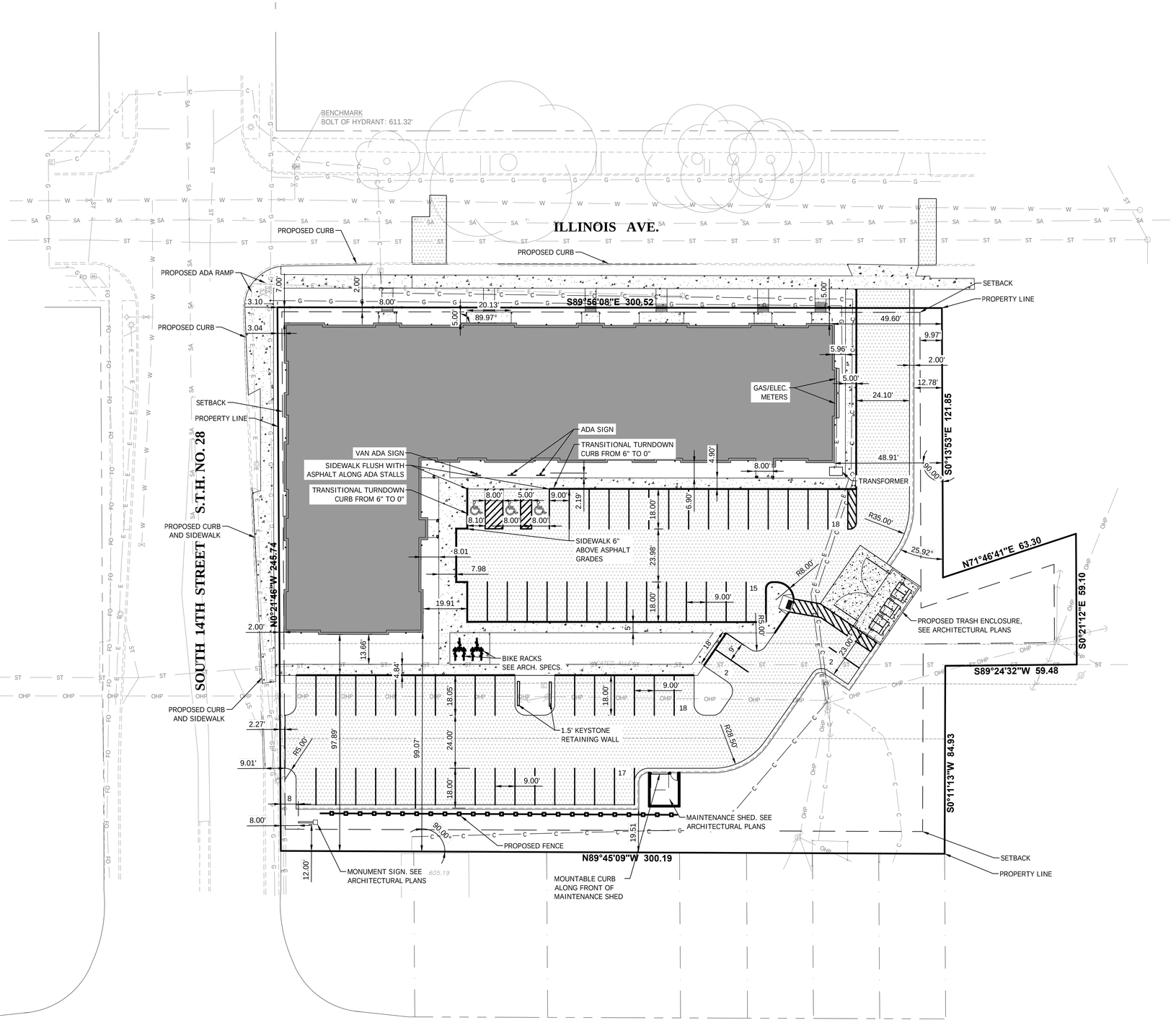
TAX PARCEL NO. 59281506230

EXHIBIT B

Conceptual Plans

[See attached]

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING - ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. THE COPYRIGHTS TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.



LEGEND

- PROPOSED CURB AND GUTTER STANDARD
- PROPOSED TURNDOWN CURB
- V300 6' ILLUSIONS VINYL FENCE (BROWN)
- SETBACK LINE
- PROPOSED ASPHALT
- PROPOSED SIDEWALK
- PROPOSED DUMPSTER PAD CONCRETE
- PROPOSED HANDICAP RAMP
- PROPOSED SIGN
- PROPOSED GAS LINE
- PROPOSED TELECOM LINE
- PROPOSED ELECTRIC LINE

EXISTING SITE INFORMATION:

PROJECT AREA:	1.78 AC	
TOTAL IMPERVIOUS:	13776.55 SF	0.32 AC
TOTAL PERVIOUS:	63176.31 SF	1.46 AC
PERCENT IMPERVIOUS:	18.0%	
EXISTING PARKING REGULAR:	0	
EXISTING ADA PARKING:	0	
EXISTING ZONING DISTRICT:	HIGH DENSITY MULTI-FAMILY RESIDENTIAL	

PROPOSED SITE:

TOTAL IMPERVIOUS:	52862.07 SF 1.23 AC
TOTAL PERVIOUS:	24090.79 SF 0.55 AC
PERCENT IMPERVIOUS:	69.1%
PROPOSED ZONING DISTRICT:	MULTI-FAMILY WITH VARIANCES
PARKING PROVIDED:	69 STANDARD STALLS 3 ADA STALLS
TOTAL PARKING:	72 STALLS
REQUIRED PARKING	1.5 PER 1 BEDROOM UNIT (14 UNITS) = 21 STALLS 2 PER 2 BEDROOM UNIT (14 UNITS) = 28 STALLS 2 PER 3 BEDROOM UNIT (20 UNITS) = 40 STALLS 89 TOTAL STALLS REQUIRED

N

0 20' 40'

Stantec
12075 N. Corporate Parkway, Suite 200
Mequon, WI 53092
www.stantec.com

SITE PLAN

VIEW 14
M+A DESIGN, INC.
SHEBOYGAN, WI

DATE OF ISSUANCE
October 11, 2022

NO	REVISION	DATE

SURVEY	PINE RIDGE
DRAWN	BJB
DESIGNED	BJB
CHECKED	MN
APPROVED	JAW
PROJ. NO.	193805620

SHEET NUMBER
C2.01

Plot Date: 12/02/2022 - 4:11pm
Drawing name: \\US0501-spfs01\shared_projects\193805620\CAD\Dwg\sheets\193805620_C200.dwg
Xrefs: 193805620_XSNO, Border, 193805620_XSXT, 193805620_XSPL

APPENDIX A

CITY OF SHEBOYGAN

TERMS AND CONDITIONS FOR CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

Background and Purpose

The American Rescue Plan Act ("ARPA") was passed in March 2021. ARPA provided $65 billion in recovery funds for cities across the country. The City of Sheboygan (the "City") received an allocation of recovery funds (the "ARPA funds"), and has approved the use of a portion of its ARPA funds to provide aid for affordable housing projects. In order to receive the ARPA funds, the City agreed to certain obligations. Broadly speaking, the City is required to comply with all applicable federal statutes, regulations, and executive orders, and to "provide for such compliance by other parties in any agreements it enters into with other parties relating to [the ARPA funds]."

The purpose of these Terms and Conditions to address Developer's compliance with all applicable federal statutes, regulations, and executive orders.

1. **Developer's Obligations.** As a condition of receiving ARPA funds from the City as part of aid for affordable housing projects, Developer agrees to comply with all applicable federal statutes, regulations, and executive orders. Developer shall disclose in writing to the City any potential conflict of interest affecting the Payment in accordance with 2 C.F.R. § 200.112. Developer shall provide any information necessary to the City in order for the City to comply with its reporting obligations related to the ARPA funds.

2. **Compliance with Statutes and Regulations.** In addition to the specific provisions in these Terms and Conditions, statutes and regulations prohibiting discrimination applicable to this contract may include, without limitation:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance

b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto

Federal regulations applicable to this contract may include, without limitation:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury

b. Universal Identifier and System for Award Management (SAM) (2 C.F.R. Part 25) (including the award term set forth in Appendix A to 2 C.F.R. Part 25)

c. Reporting Subaward and Executive Compensation Information (2 C.F.R. Part 170) (including the award term set forth in Appendix A to 2 C.F.R. Part 170)

d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) (2 C.F.R. Part 180) (including the requirement to include a term or condition in all lower tier covered transactions)

e. Recipient Integrity and Performance Matters

f. Governmentwide Requirements for Drug-Free Workplace (31 C.F.R. Part 20)

g. New Restrictions on Lobbying (31 C.F.R. Part 21)

h. Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations

i. Generally Applicable Federal Environmental Laws and Regulations

3. **Title VI Assurances.** In addition to the obligations listed above, as a condition of receiving the Payment, the Developer agrees to:

a. Ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

b. Acknowledge that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English

Proficiency (LEP). The Developer understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, the Developer shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The Developer understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Developer's programs, services, and activities.

c. Consider the need for language services for LEP persons when the Developer develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

d. Acknowledge that compliance with the Assurances is binding upon the Developer and the Developer's successors, transferees, and assignees for the period in which federal financial assistance is provided.

e. Require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with the Assurances in this Title VI Assurances section.

f. Comply with, and include in any contract subject to Title VI and its regulations as follows:

> The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

4. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.

5. **Debarment and Suspension.** Developer represents and warrants that, as of the execution of this Contract, neither Developer nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189)

and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Developer or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Developer shall notify City immediately. Developer's completed Vendor Debarment Certification is attached hereto and incorporated herein.

6. **Record Retention.** Developer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Developer further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Developer is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.

7. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Developer represents and warrants that in its performance under the Contract, Developer shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended**. If this is a contract or sub-grant in excess of $150,000, Developer must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Energy Efficiency**. Developer certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Developer certifies that:

10.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Developer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

10.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Developer shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

10.3. Developer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.4. Developer's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

11. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over $100,000, When Laborers or Mechanics are Used).** Developer must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Developer must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

12. **Right to Inventions Made Under a Contract or Agreement**. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

13. **Federal Government is Not a Party**. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Developer, or any other party pertaining to any matter resulting from the Contract.

14. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Developer shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and

Assisted Construction"). In accordance with the statute, Developer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Developer is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

15. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**. If this is a "prime construction contract" in excess of $2,000, Developer shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Developer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

16. **Equal Employment Opportunity.** Developer shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

17. **Termination for Convenience**. If this Contract is for an amount in excess of $10,000, the Contract shall address termination for convenience and the manner by which it may be effected and the basis for settlement.

18. **Termination for Cause.** If this Contract is for an amount in excess of $10,000 and it lacks a termination for cause clause, the following applies: If Developer shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Developer of its intent to terminate, by giving Developer prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Developer's performance, and shall give Developer thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Developer as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Developer shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

19. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts**. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to

become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

20. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Developer should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

21 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Developer shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Developer identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Developer shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

22. **Prohibitions on Discrimination**. Developer agrees to comply with the following as applicable:

22.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

22.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C.§§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

22.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

22.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

22.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs,

activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

22.6. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity

23. **Financial and Program Management** As subrecipient of federal funds, Developer is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.

23.1. Financial Management: Developer shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Developer shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

23.2. Audit Requirements. Developer agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Developers who expend more than $750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

23.3 Recipient Integrity and Performance Matters. Developer agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

23.4 SAM.gov Requirements. Developer is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

24. **Drug-Free Workplace.** Developer acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

25. **Relocation Assistance**. Where an agreement or project requires the relocation of persons or such person's personal property, Developer is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

26. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or

incorporated into this Agreement between the City of Sheboygan and the Developer, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference. To the extent the Developer is required, by this Agreement or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into any subsequent agreement, the Developer agrees to ensure that the required term is included.

27. **Hatch Act**. No personnel employed under this Agreement, shall be in any way or to any extent, engaged in the conduct of political activities in violation of 5 U.S.C. Ch. 15.

28. **Encouragement to Developer Regarding Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Developer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Developer understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____

Signature of Developer's authorized official

_____

(Print name of person signing above)

_____

(Print title of person signing above)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Developer certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____ Date: _____

Signature of Developer's authorized official

_____

(Print name of person signing above)

_____

(Print title of person signing above)

VIII

R. C. No. 229 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred Res. No. 167-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2023 budget to fund a prisoner transport system for the police department's new Ford Transit van; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

III

Res. No. 167 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
April 5, 2023.

A RESOLUTION authorizing an adjustment to the 2023 budget to fund a prisoner transport system for the police department's new Ford Transit van.

WHEREAS, the police department purchased a 2023 Ford Transit van to replace the patrol wagon that is over twenty years old; and

WHEREAS, the van takes specific equipment in order to function as a patrol wagon; and

WHEREAS, city staff anticipates the sale of the retired unit will cover the cost of the prisoner transport system; and

WHEREAS, there is sufficient fund balance in the Capital Projects Fund to pay for the transport system in the event that the sale proceeds do not cover the entire purchase.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to transfer funds in the amount of $19,296.20 from the Capital Projects Fund fund balance to fund the purchase of the prisoner transport system via the following budget amendment:

INCREASE:	
Capital Projects Fund - Capital Projects	
Public Safety - Vehicles (Acct. No. 400200-651100)	$19,296.20
Capital Projects Fund - Capital Projects -	
Fund Equity Applied (Acct. No. 400-493000)	$19,296.20

FtP(2/3)

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Order Number B20950-A

Order Date 03/21/23

Bid Expiration Date 06/20/23

Required Date 03/21/23

General Fire Equipment Co., Inc

975 North Hawley Rd
Milwaukee, WI 53213

Phone: 414/475-0959

Bill To:

City of Sheboygan (Police Dept.)
Purchasing Dept
828 Center Avenue
Sheboygan, WI 53081-4497

Ship To:

City of Sheboygan (Police Dept.)
Municipal Service Bldg
2026 New Jersey Ave
Sheboygan, WI 53081-4497

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
SHEB02	Best Way	Origin	Net 25 Days		BW03	

Qty. Ordered	Qty. Shipped / Back Ordered	Item Number / Item Description (Customer Part No.)	Unit of Measure	Unit Price / Discount %	Tax	Extended Price
1	0	**SQD** Squad 2023 Ford Transit 148" WB, Medium Height		0.00	N	0.00
1	0	**HAVPT-F06-1202B** Havis 120" 2 Comp. 15 Prisoner Transport System w/ Steps		24936.00 25.000	N	18702.00

Shipping Subtotal	594.20
Non Taxable Subtotal	18702.00
Taxable Subtotal	0.00
Tax	0.00
Total Order	**19296.**

VI

R. C. No. 204 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 125-22-23 by City Clerk submitting a claim from Mario D. Campbell for alleged injuries that occurred when he fell; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

F+P 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

II

R. O. No. 125 - 22 - 23. By CITY CLERK. March 20, 2023.

Submitting a claim from Mario D. Campbell for alleged injuries that occurred when he fell.

F+P

CITY CLERK

DATE RECEIVED 3/15/23 RECEIVED BY MKC

CLAIM NO. #26-22

Item 31.

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: Mr Marzo D Campbell
2. Home address of Claimant: 1021 Bluff ave
3. Home phone number: 920.627-8578
4. Business address and phone number of Claimant: 909 Ontario Ave Apt #C11 Sheboygan, WI 53081
   Nov 7, 2022
5. When did damage or injury occur? (date, time of day)
6. Where did damage or injury occur? (give full description)
   I Step out of my car, when I taken my next step. I fell down (picture are attach) I didnt notice the pot hole
7. How did damage or injury occur? (give full description) I went to the ER, the X-ray show my ankle was twized. My ankle is still painful - accounting to the doctor, I need therapy
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: the City is liability because I hurt myself on city property. In fact the worked on the street all summer, however they didnt competely fill the Hole on Ontario
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: from the picture they filled some of the Holes, which they didnt do a good job
   (b) Claimant's statement of basis for such liability: I was on the clock, my Cliend lives at 909 Ontario Ave

Item 31.

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

I twisted my ankle. Pictures are attached

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

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

Auto: $_____

Property: $_____

X Personal injury: -So far ER -> $_____

Other: (Specify below $_____

TOTAL $_____

Damaged vehicle (if applicable)

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

X 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.

909 Ontario Ave
#C11
Sheboygan, WI 53081

SIGNATURE OF CLAIMANT Maria Campbell **DATE** 3/15/23

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

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Mario Campbell

Claimant's Address: 1021 Bluff ave

Claimant's Phone No. 920-627-8578

Auto	$
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$

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

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

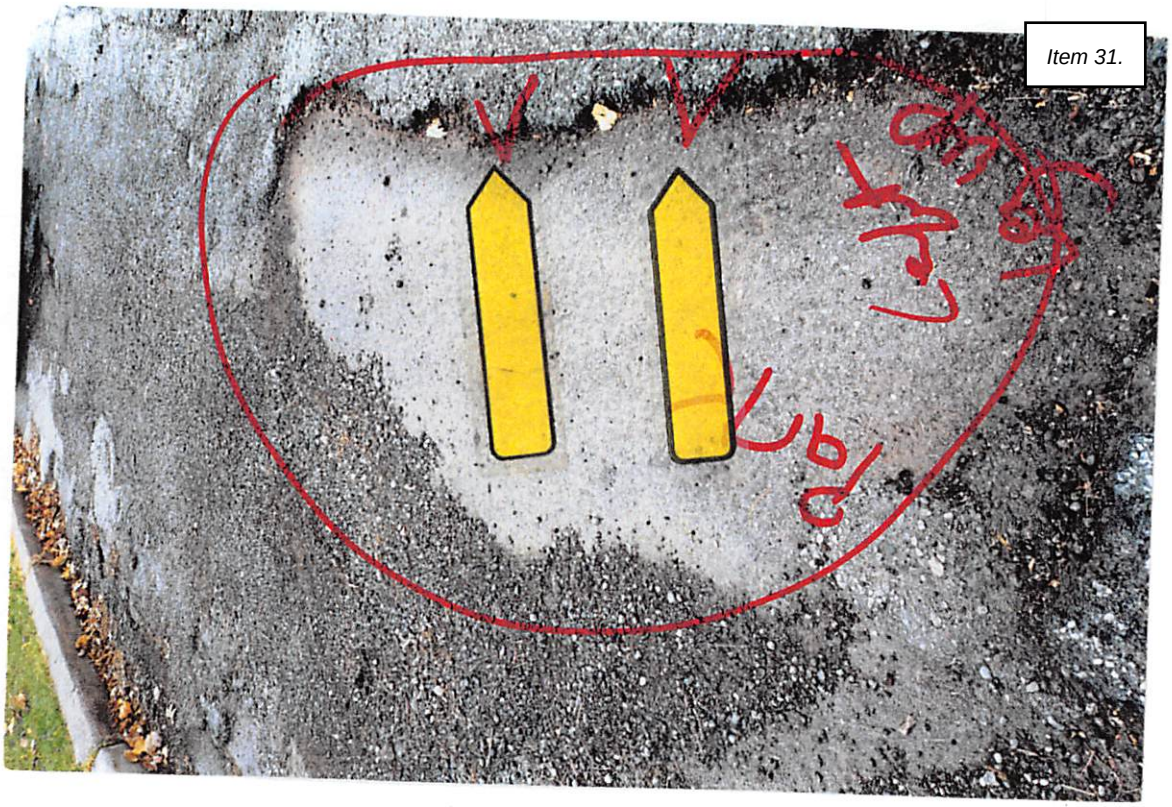
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $_____.

SIGNED Mario Campbell DATE: 3/16/23

ADDRESS: 1021 Bluff ave

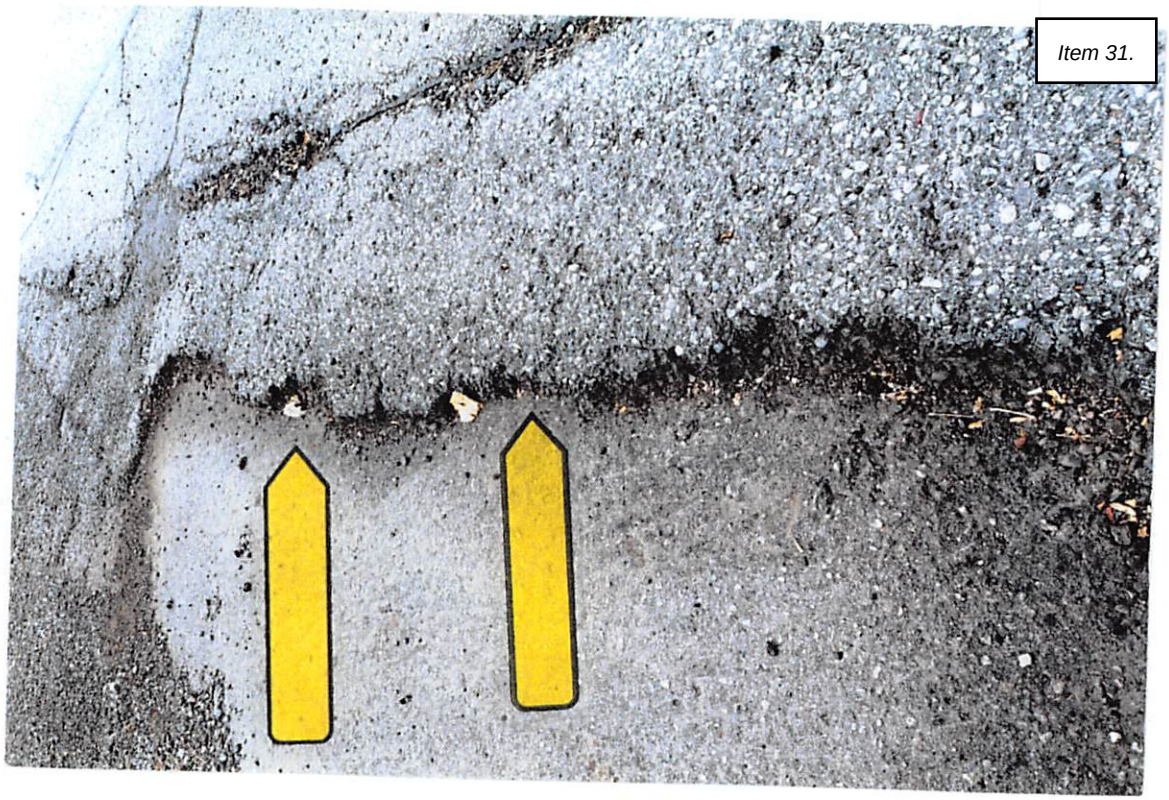
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

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

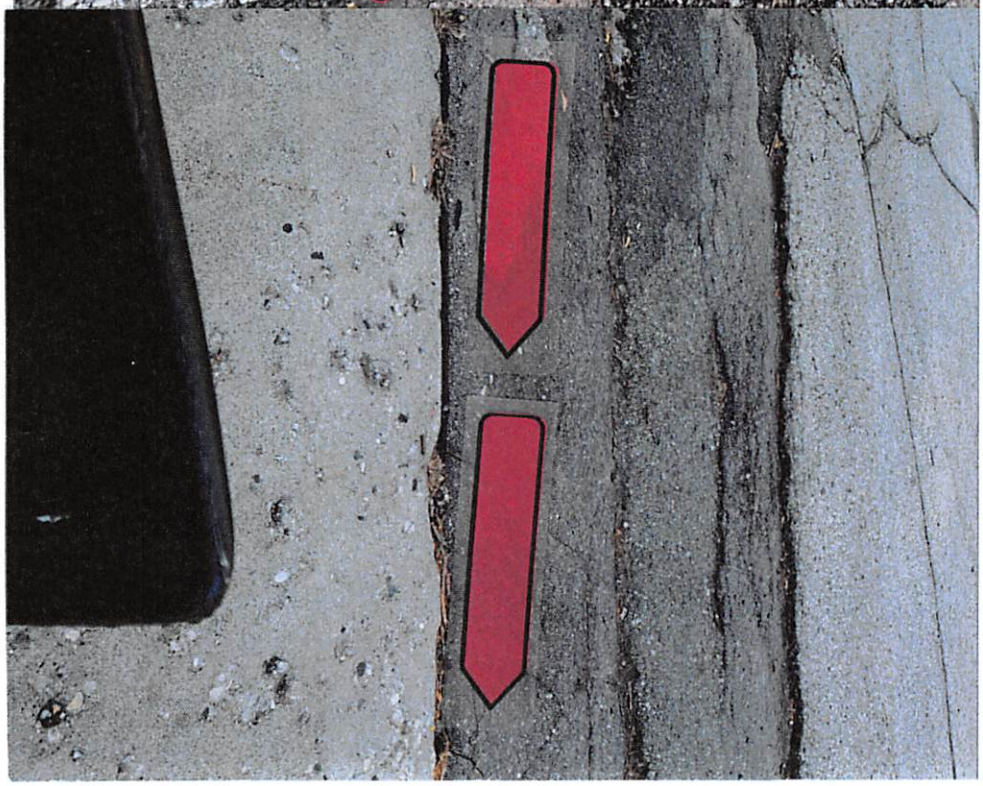












Yellow Brown (Before)

Red (Patching - After)

Prevail - Ken Kedy

VI

R. C. No. 205 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 28-22-23 by City Clerk submitting a Notice of Claim from Frontier for alleged damages to their facilities from a mowing incident; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FAP 2324

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 28 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a Notice of Claim from Frontier for alleged damages to their facilities from a mowing incident.

FHP

CITY CLERK

MKC
JUN

Item 32.

Claims Management Resource
PO Box 60770
Oklahoma City, OK 73146-0770
(800) 321-4158

FRONTIER

*****NOTICE OF CLAIM*****

Date: 06-16-2022

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: CITY OF SHEBOYGAN
CITY CLERK
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081

CERTIFIED MAIL# 9214890106615400017662831 8

RE: Damage to FRONTIER Property

FRONTIER Claim Num:	**1820233**
Damage/Discovery Date:	**06-13-2022**
Damage Location:	**COUNTY HWY Z AND OAK RD, SHEBOYGAN, WI**
Damage County:	**SHEBOYGAN**
Damage Amount:	**UNDETERMINED**

Dear Sir/Madam:

Please be advised that **FRONTIER** Facilities sustained damage as a result of the negligent acts or omissions by employees or agents of CITY OF SHEBOYGAN .

Investigation has revealed that on or about 06-13-2022 employees or agents of CITY OF SHEBOYGAN, SHEBOYGAN COUNTY WAS MOWING AND DAMAGED A FRONTIER PEDESTAL in the area of COUNTY HWY Z AND OAK RD, SHEBOYGAN, WI.

This letter is the written presentment of FRONTIER's claim pursuant to Wisconsin Statute s.893.80 (1) (a) & (b) .

REQUEST FOR GOVERNMENTAL NOTICE FORM

If your Governmental Entity requires the completion of its own form to complete proper notice, please forward a copy to the address listed above. Every good faith effort has been made to identify the proper office and address to perfect our notice. Please forward to your attorney, if misdirected, to contact us. Matters herein stated are alleged on information and belief this pleader believes to be true. If there is insurance to cover this matter, kindly advise as to the name of the insurance company, its address and the claim number assigned. If you have any questions, or need additional information, please contact me at 1-800-321-4158 ext 8232.

Sincerely,
Chelsea Dongelewic
Chelsea Dongelewic

CMR Claims DEPT

NOTARY _____

Commission Expires April 14, 2026

SIERRA ELIZABETH FOREHAND
Notary Public - State of Oklahoma
Commission Number 22005258
My Commission Expires Apr 14, 2026

CMR
726 W SHERIDAN AVE
OKLAHOMA CITY, OK 73102-2412

9214 8901 0661 5400 0176 6283 18

RETURN RECEIPT (ELECTRONIC)

1820233

CITY OF SHEBOYGAN
CITY CLERK
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081-4714

CUT / FOLD HERE

Zone 5

6"X9" ENVELOPE
CUT / FOLD HERE

CUT / FOLD HERE

VI

R. C. No. 206 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 4-22-23 by City Clerk submitting a Notice of Circumstances of Injury regarding an incident that occurred on January 7, 2022 between the City of Sheboygan Police Department and Frank Bernard; 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

II

R. O. No. 4 - 22 - 23. By CITY CLERK. May 2, 2022.

Submitting a Notice of Circumstances of Injury regarding an incident that occurred on January 7, 2022 between the City of Sheboygan Police Department and Frank Bernard.

F+P

CITY CLERK

Notice of Claim #01-22

original rec'd 4/21/22

APR 21 2022

Item 33.

NOTICE OF CIRCUMSTANCES OF INJURY

copy from fax distributed on 4/19/22

TO: City Clerk
ATTN. CLAIMS
City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 53081
VIA US MAIL & FACSIMILE - (920) 459-3919 & EMAIL
Meredith.DeBruin@sheboyganwi.gov

Sheboygan Police Department
ATTN. Chief of Police
1315 North 23rd Street
Sheboygan, WI 53081
VIA US MAIL & FACSIMILE - (920) 459-0205 & EMAIL
christopher.domagalski@sheboyganwi.gov

Officer TJ Hamilton (Badge #430) & Officer Ben Woodward (Badge #449)
Sheboygan Police Department
1315 North 23rd Street
Sheboygan, WI 53081
VIA US MAIL & FACSIMILE - (920) 459-0205

PLEASE TAKE NOTICE of the following circumstances of injury, filed and served on behalf of Frank Bernard, D.O.B. 1/10/1968.

On January 7, 2022, Frank Bernard, born January 10, 1968, was assaulted and injured in his home by Sheboygan Police Department Officers TJ Hamilton (Badge #430) and Ben Woodward (Badge #449).

On the night of January 7, 2022, Frank Bernard was in his home, located at 4238 North 29th Street, Sheboygan, WI 53081, and he was lying in bed with his fiancé attempting to go to sleep. At approximately 10:11 p.m., a Sheboygan Police Officer, Officer TJ Hamilton (Badge # 430), arrived at Mr. Bernard's home, approached the porch, and knocked on Mr. Bernard's front door. Mr. Bernard then opened the front door of his home. The officer at the front door, Officer TJ Hamilton (Badge #430), introduced himself to Mr. Bernard, and Mr. Bernard introduced himself to the officer. Officer Hamilton then asked Mr. Bernard "what's going on tonight?" and Mr. Bernard informed the officer that he and his fiancé were attempting to go to sleep for the night. Officer Hamilton informed Mr. Bernard that the police department had allegedly received an

anonymous report that there was a disturbance or was about to be a disturbance at the address. Mr. Bernard's fiancé was also standing in the hallway during the encounter. In fact, Officer Hamilton said "hi" to her after telling Mr. Bernard about the report, and Mr. Bernard's fiancé said "hi" in return. Mr. Bernard replied by shaking his head and stating "yeah, we're going to bed."

Officer Hamilton then asked Mr. Bernard whether his wife was home, despite just greeting Mr. Bernard's fiancé just seconds prior. Mr. Bernard, confused by the question due to the fact that he is engaged and not married, opened his door further so that Officer Hamilton could see his fiancé. Officer Hamilton asked Mr. Bernard's fiancé if everything was alright, and Mr. Bernard's fiancé responded "yes." Officer Hamilton then stated that he was going to speak to Mr. Bernard's fiancé, at which point Mr. Bernard asked the officer to leave the home. Officer Hamilton responded "or else what?" Officer Hamilton again stated that he was going to speak to Mr. Bernard's fiancé, and Mr. Bernard again voiced his opposition. Then, Officer Hamilton, using a mocking voice, again said he was going to speak to Mr. Bernard's fiancé. Mr. Bernard again voiced objection and he took a small step backwards.

Then, the officer assaulted Mr. Bernard by grabbing his wrist and pulling him out of his home onto the porch, slamming him into the exterior of his home, and he then proceeded to push Mr. Bernard into Mr. Bernard's home and physically injure Mr. Bernard. The officer then proceeded to forcefully throw Mr. Bernard onto the ground. At this point in the interaction, Officer Ben Woodward (Badge #449) arrived on the scene and joined Officer Hamilton in assaulting Mr. Bernard. While the officers were handcuffing Mr. Bernard, Officer Hamilton used his knee to strike Mr. Bernard in his left temple. Mr. Bernard was then placed in handcuffs at approximately 10:13 p.m. At no point did the officer provide a warrant or any other documentation or reasoning for their entry and assault.

As Mr. Bernard was being cuffed, Officer Hamilton pursued his fiancé into the bedroom of Mr. Bernard's home. The officer, as well as several other Sheboygan police officers that were beginning to arrive, questioned Mr. Bernard's fiancé in the bedroom. Eventually, Officer Woodward removed the handcuffs from Mr. Bernard at approximately 10:22 p.m. Mr. Bernard was handcuffed for just under ten minutes.

Finally, at 10:53 p.m., over forty minutes after the officers arrived at the Bernard home and entered without a warrant and without express or implied permission, the officers left Mr. Bernard's home.

The next day, on January 8, 2022, Mr. Bernard was contacted by another Sergeant of Patrol, Sgt. Alex Jaeger. Sgt. Jaeger provided Mr. Bernard with complaint forms, and he apologized for the conduct of the Sheboygan police officers. Sgt. Jaeger also informed Mr. Bernard that the police officers went to Mr. Bernard's home the previous night allegedly pursuant to an anonymous tip the Department received from Crime Stoppers, which is a non-profit that allows any individual to make anonymous reports of alleged crimes. The anonymous tip allegedly relating to Mr. Bernard, as explained to him by Sgt. Jaeger, involved an anonymous claim that the owner of the home located at 4238 North 29th Street was allegedly abusing his wife and children inside the home. Mr. Bernard's adult children do not live in his home. The only occupants of the address were Mr. Bernard and his fiancé. The anonymous tip had no specific details, and it ultimately proved to be a false report.

As a result of the false report from Crime Stoppers and the illegal conduct of Officers Hamilton and Woodward, Mr. Bernard suffered a concussion, a painful lump on his forehead, an abrasion above his left eye, a bruised and black left eye, bruising on the top of his right foot, abrasions on his right wrist from the handcuffs, a sore and stiff neck, and a sore/stiff back. Mr. Bernard also had a medical appointment to assess the injuries he sustained in the assault by Sheboygan police officers, and he was diagnosed with a concussion, which has caused headaches, dizziness, neck pain, back pain, upset stomach, forgetfulness, and blurred vision. In addition to his physical injuries, Mr. Bernard has also suffered from emotional distress and trauma, as well as reputational embarrassment.

This notice of circumstances of injury is being filed pursuant to Wis. Stat. Sec. 893.80(1d)(a) and does not limit or restrict any federal civil rights or constitutional claims in any way.

Dated this 14th day of April, 2022.

FIRST, ALBRECHT & BLONDIS, s.c.
Attorneys for Frank Bernard

By: _____

James P. End
State Bar No. 1032307
Thomas C. Lenz
State Bar No. 1055135
Bryn I. Baker
State Bar No. 1102534

First, Albrecht & Blondis, s.c.
158 N. Broadway, Suite 600
Milwaukee, WI 53202
Phone (414) 271-1972
Fax (414) 271-1511
jend@fabattorneys.com
tlenz@fabattorneys.com
bbaker@fabattorneys.com

Claimant:
Frank Bernard

VI

R. C. No. 267 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 267-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC; 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

VI

R. C. No. 267 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 92 - 21 - 22. By CITY CLERK. October 18, 2021.

Submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC.

F+P

CITY CLERK

THE MILWAUKEE CENTER
111 EAST KILBOURN AVENUE, 19TH FLOOR
MILWAUKEE, WI 53202-6622

MTFN.COM
MAIN 414.273.1300
FAX 414.273.5560

OCT 8 '21 AM

MEISSNER TIERNEY FISHER & NICHOLS S.C.

16-21
MKC

WILLIAM T. STUART
ATTORNEY AT LAW
WTS@MTFN.COM

October 7, 2021

Process Server
Date: 10/8/21 Time: 10:25 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

VIA HAND DELIVERY
City of Sheboygan
c/o Meredith DeBruin, City of Sheboygan City Clerk
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081

RE: Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC Notice of Claim Pursuant to Wis. Stat. § 893.80(1d)(a) and Wis. Stat. § 893.80(1d)(b)

Dear Ms. DeBruin:

Please be advised that our office represents Sheboygan Resort Operator LLC d/b/a Blue Harbor Resort ("SRO"), and Sheboygan Acquisitions LLC ("SA") in connection with all matters relating to the Blue Harbor Resort Condominium Association, Inc. ("Association").[1]

This letter serves as SRO's and SA's Notice of Circumstances and Notice of Claim to the City of Sheboygan, a Wisconsin municipal corporation (the "City"), providing notice of both the circumstances of SRO's and SA's claim against the City pursuant to Wis. Stat. § 893.80(1d)(a) and notice of that claim, including SRO's and SA's respective addresses and an itemized statement of relief, pursuant to Wis. Stat. § 893.80(1d)(b). SA's address is 1111 Willis Avenue, Wheeling, Illinois 60090. SRO's address is 725 Blue Harbor Dr., Sheboygan, Wisconsin 53081.

A number of disputes regarding the Condominium have arisen between the Association on the one hand and SRO and SA as owners of one or more Units in the Condominium on the other hand. One of those disputes involves the Association's failure to enforce the requirement contained in documents affecting the Condominium which prohibit any person from occupying any Unit in the Condominium for a period exceeding twenty-nine (29) consecutive days (the "29-Day Restriction"). The resolution of that dispute may involve matters upon which the City is entitled to be heard. The City is therefore likely to be made a party to any lawsuit involving the interpretation and enforceability of the 29-Day Restriction.

At this time SRO and SA anticipate that the City will only be named as an interested party in any lawsuit it files against the Association related to the interpretation of the 29-Day Restriction. To the extent the naming of the City as an interested party in any such lawsuit involving the interpretation and enforceability of the 29-Day Restriction triggers the notice requirements of Wis. Stat. § 893.80, this letter serves as such notice. This letter also serves as such notice in the event the City becomes involved in such lawsuit in any other capacity other than an interested party.

---

[1]The Association is the association for the Blue Harbor Resort Condominium (the "Condominium"). The Condominium was created by that certain Declaration of Blue Harbor Resort Condominium dated June 24, 2004, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin (the "Register's Office") on June 29, 2004 as Document No. 1738057 as thereafter amended (the "Declaration"). Any capitalized term in this Notice that is not specifically defined in this Notice shall have the same meaning given to such term in the Declaration.

I. NOTICE OF CIRCUMSTANCES OF CLAIM

The Declaration and other documents prohibit any individual from continuously occupying any Unit in the Condominium for a period of more than 29-day consecutive days. On June 21, 2021, Unit 847 was sold to a new Unit Owner. It is SRO's and SA's understanding that the new owner of Unit 847 is using this Unit as her permanent residence and is continually occupying the Unit. Accordingly, it is SRO's and SA's understanding that the owner of Unit 847 continuously occupied Unit 847 for more than twenty-nine consecutive days in violation of the 29-Day Restriction, has continued to do so since that time, and intends to do so on a going forward basis.

SRO and SA have brought these matters to the Association's attention. The Association has not taken any actions to enforce the 29-Day Restriction, and it is SRO's and SA's understanding that the Association is not going to take any actions to do so. Furthermore, other Unit Owners are listing their Units for sale as owner-occupied units, demonstrating that this issue will not be isolated if it is not addressed now.

The following will explain the circumstances surrounding SRO's and SA's claim in more detail.

1. The Documents Creating the 29-Day Restriction.

The Declaration states that no individual may continuously occupy a Unit for a period exceeding 29 days. Section 12.1 of the Declaration states as follows:

> Use. Declarant, each Unit Owner, and their respective agents, representatives, guests, tenants and invitees shall be subject to the use restrictions set forth in this Declaration and the Condominium Documents including, but not limited to, the Rules and Regulations as amended from time to time, which such restrictions include, without limitation, (i) the restriction imposed by the City's building code in effect on the date of this Declaration that no individual may continuously occupy a Unit for a period exceeding 29 days, and (ii) the restriction that the Building and Units are intended for and restricted exclusively to residential uses; provided, however, that Declarant reserves the right to use each of the unsold Units as a sample, model or sales office or management office for the Condominium.

A separate restriction on the continuous occupancy of a Unit beyond a 29-day period is also found in the South Pier District Restrictive Covenants And Cross Easement Agreement dated July 30, 2003 and recorded with the Register's Office on August 12, 2003 as Document No. 1701704, as amended by the First Amendment to South Pier District Restrictive Covenants and Cross Easement Agreement dated June 25, 2004 and recorded with the Register's Office on July 7, 2004 as Document No. 1739007 (the "Restrictive Covenant"). Section 6(h) of the Restrictive Covenant states as follows:

> The condominium units have been constructed to comply with the City of Sheboygan's building codes applicable to transient lodging. In order to comply with the City of Sheboygan's building codes, no individual may continuously occupy any particular condominium unit for a period exceeding 29 days. Any use of a condominium unit for any purpose other than as transient lodging will violate the City of Sheboygan's building codes and the City of Sheboygan shall have all rights and remedies available to it in connection with such violation, including without limitation, the right to require the owner of any such unit to bring his/her/its condominium unit into compliance with all applicable building codes. The issuance by the City of Sheboygan of an occupancy permit for any condominium

unit shall not be deemed to limit or restrict the City of Sheboygan's right to enforce its building codes and ordinances or its right to require any condominium unit owner to comply with such building codes and ordinances.

The City is a party to the Restrictive Covenant.

Each Unit Owner in the Condominium is expressly bound to the terms of the Restrictive Covenant. Section 7.8 of the Declaration states: "By acceptance of a deed of conveyance, each Unit Owner agrees to abide by the terms, conditions, restrictions, covenants and easements set forth in the Restrictive Covenants and Cross Easement Agreement." Section 1.1(ii) of the Declaration defines the "Restrictive Covenants and Cross Easement Agreement" to mean the "South Pier District Restrictive Covenants and Cross Easement Agreement dated as of July 30, 2003, . . . as the same may be amended, modified or supplemented from time to time." Furthermore, Section 1.1(r) of the Declaration defines "Condominium Documents" to include both of the Declaration and the Restrictive Covenants and Cross Easement Agreement as defined above, and Section 19.1 of the Declaration provides that by accepting "a deed of conveyance, each Unit Owner agrees to abide by the terms, conditions, restrictions, agreements, obligations, covenants and easements set forth in the Condominium Documents." Thus, each Unit in the Condominium is subject to a restriction prohibiting an individual from continuously occupying such Unit for a period exceeding 29 days.

2. Documents in the City's File Applicable to the Condominium.

On August 25, 2021, our firm delivered a public records request to the City pursuant to Wis. Stat. § 19.35 asking for various documents relating to the development of the Condominium (the "Public Records Request"). The City responded to the Public Records Request (and our additional follow-up requests) on various dates between August 27, 2021 and September 14, 2021.

As part of the City's responses to the Public Records Request, it provided copies of the Building Permits issued by the City for the sixteen (16) buildings in the Condominium. In each of those Building Permits, the following language was contained within the "Description/Remark" portion of those documents:

> STATE APPROVED PLAN—TRANSACTION ID 886098 &
> SITE ID 656660—RESIDENTIAL TYPE VB COMBUSTIBLE
> UNPROTECTED CLASS OF CONSTRUCTION; NEW PLAN 6,920
> SQ. FT. OCCUPANCY: R-1 TRANSIENT RESIDENTIAL.
> ONE OF 16 CONDO UNITS[2]

Thus, each of the Building Permits issued by the City state that the Condominium was to be constructed for an R-1 Transient Residential occupancy. Other documents in the City's responses to the Public Records Request support the conclusion that the Condominium was to be built for an "R-1 Transient Residential" occupancy. These documents include the following:

a. Letter dated July 21, 2003 from the Division of Safety & Buildings for the Department of State of Wisconsin ("Department") to Architectural Design Consultants Inc. ("ADC") This letter relates to the approval of the Condominium by the State of Wisconsin. The letter describes the Condominium project as an "Occupancy: R-1 Transient Residential".

[2] In four of the Building Permits, the clause states as follows: "SQ. FT. OCCUPANCY: 4-1 Transient Residential." The "4" appears to be a typographical error.

b. Letter dated March 30, 2004 from the Department to ADC. Again, this letter relates to the approval of the Condominium by the State of Wisconsin and describes the Condominium project as an "Occupancy: R-1 Transient Residential".

c. ADC Preliminary Plans dated February 16, 2003 states as follows: "The Blue Harbor Resort Condominiums development includes 16 buildings containing four rental units per building."

Three requests in the Public Records Request asked for copies of the City of Sheboygan's building code that was in effect on July 30, 2003, June 24, 2004 and June 25, 2004, including but not limited to any provisions in the City of Sheboygan's building code in effect on those dates that restricted individuals from continuously occupying any structures within the City of Sheboygan for a time period exceeding 29 days. In response to those three requests, the City made a binder available to us which contained the 2002 Wisconsin Enrolled Commercial Building Code (the "2002 Building Code"). Section 310.1 of the 2002 Building Code states in part as follows:

> **310.1 Residential Group R.** Residential Group R occupancy includes, among others, the use of a building or structure, or a portion thereof, for sleeping accommodations when not classed as an Institutional Group I. Residential occupancies shall include the following:
>
> R-1 Residential occupancies where the occupants are primarily transient in nature (less than 30 days) including:
> Boarding houses (transient)
> Hotels (including motels)
>
> .....

When read together, the documents set forth above make clear that (i) the Condominium was approved for an R-1 Transient Residential occupancy and (ii) according to Section 310.1 of the City of Sheboygan Building Code in effect on July 30, 2003, June 24, 2004, and June 25, 2004, as represented by the City, R-1 Residential occupancies were defined to be transient occupancies for less than 30 days. Thus, the 29-Day Restriction in the Declaration and the Restrictive Covenant operate to ensure the requirements of the R-1 definition in the 2002 Building Code were met (i.e., the occupancy of any Unit would be less than 30 days).

For purposes of Section 12.1 of the Declaration, there was clearly a restriction imposed by the City's building code in effect on June 24, 2004, and June 29, 2004 (the dates the Declaration was respectively signed and recorded) that no individual may continuously occupy a Unit for a period exceeding 29 days. These facts also provide further context for the provisions in Section 7 of the Restrictive Covenants.

3. Violation of the 29-Day Restriction.

As noted above, SRO and SA believe that at least one Unit Owner in the Condominium is currently occupying her Unit for non-transient purposes in continuous violation of the 29-Day Restriction. Moreover, SRO and SA understand that other Unit Owners are attempting to sell their Units and marketing the sale as being for non-transient purposes (i.e., for continuous owner-occupancy). The Association has not taken

any actions to enforce the 29-Day Restriction and apparently has taken the position that the 29-Day Restriction does not apply to any Units in the Condominium. SRO and SA therefore contend that the Association is failing and refusing to enforce the 29-Day Restriction in the Declaration and Restrictive Covenant.

II. Legal Action and Notice of Claim.

SRO and SA intend to pursue a legal action against the Association seeking a declaration that the 29-Day Restriction is enforceable and prevents any Unit Owner in the Condominium, or any other individual, from continuously occupying a Condominium Unit for a period exceeding 29 days. SRO and SA may name the City as an interested party in that lawsuit on the basis that it is a party to the Restrictive Covenant and/or that it may otherwise be entitled to be heard on the issues in the case as they involve one of the City's ordinances. *See* Wis. Stat. § 806.04(11). It will be the City's prerogative whether it chooses to be heard on any issues in that lawsuit. SRO and SA are not currently anticipating that either of them will seek any affirmative relief from the City. If, however, the 29-Day Restriction is deemed to be unenforceable as a result of any actions or omissions by the City, SRO and SA reserve the right to pursue the City for any such failures at a later time.

If you have any questions, please contact me.

Sincerely,

William T. Stuart
State Bar No. 1023839
111 E. Kilbourn Avenue, 19th Floor,
Milwaukee, Wisconsin 53202

Cc: Charles Adams, City Attorney

VI

R. C. No. 208 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 268-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FTP 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

VI

R. C. No. 268 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

1 3

R. O. No. 88 - 21 - 22. By CITY CLERK. October 4, 2021.

Submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured.

HP

CITY CLERK

#13-21

SEP 20

MKC

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (877)818-0139
Fax: (888) 781-6947

9/16/2021 7:38:00 AM
Certified Mail Return Receipt Requested 9489 0090 0027 6372 9606 41

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

Your Client: MCCABE, DEKKER
Your Claim Number: NA
Our Insured: SMITH, MINDY
Our Claim Number: 21-4210327
Amount Subject to Reimbursement: 2,408.67 OPEN (PD: 1,726.01 MP: 682.66 OPEN)
Amount of Insured's Deductible: WAIVED

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 14TH ST IN SHEBOYGAN
Date and Time of Loss: 08-09-21 AT 3:36 PM

Description of Loss: OUR INSURED WAS TRAVELING ON CALUMET IN SHEBOYGAN WHEN A CITY VEHICLE WITH PLATE # E7300 OPERATERD BY MCCABE, DEKKER STRUCK OUR INSURED S VEHICLE. WE ARE SEEKING REIMBURSEMNT FOR OUR INSURED S VEHICLE DAMAGES.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "SMITH, MINDY", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Ashley Adamik 09/16/2021

_____

Progressive Subrogation
Artisan and Truckers Casualty Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

PROGRESSIVE
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (888)-489-4214
Fax: (888) 781-6947

9/16/2021 7:40:00 AM

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

RE:

Date of Loss:	08-09-21
Our Insured:	SMITH, MINDY
Our Claim No.:	**21-4210327**
Your Insured:	MCCABE, DEKKER
Your Claim/Policy No.:	NA

Please take this letter as formal notice of our subrogation rights with regards to the above-captioned claim. Artisan and Truckers Casualty Company paid $682.66 OPEN on behalf of our insured's medical bills incurred as a result of the above accident. These medical payments are reimbursable under the provisions of our insured's policy of insurance.

For your reference, the medical payments already paid include:

Injured Party/Client:	**Total:**
SMITH, MINDY	$682.66 OPEN

$

Also be advised this claim has been referred to the InsMed Team for further handling. We ask at the time of settlement that a separate check be issued to us directly and include Artisan and Truckers Casualty Company as a payee in order to expedite the settlement. Payment should be sent to Subrogation Payment Processing Center 24344 Network Place Chicago, IL 60673-1243.

We ask that you sign and return a copy of this letter to us as acknowledgment of our lien. Thank you in advance for your anticipated cooperation.

InsMed Team
Subrogation Department
(888) 489-4214
Artisan and Truckers Casualty Company

Enclosures

cc. - /

==========

TO: Artisan and Truckers Casualty Company - 21-4210327

I am in receipt of your notice of lien, and by signing below I do agree to protect said lien at time of settlement.

_____

(Insurance Company Rep. Signature) (Date)

Medical Payments Details

Named Insured: Mindy Smith
Injured Party: Mindy Smith
Claim Number: 21-4210327
Date Of Loss: 08-09-21
Total Billed: $738.00
Total Paid: $682.66

Provider	Exposure	Service Dates	Amount Billed	Amount To Be Paid	Service Type	Date Received	Lien	Invoice Number	Payment Status
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	$175.00	$161.88		08-25-21		87477928	09-09-21
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	$563.00	$520.78		08-25-21		87383796	09-07-21

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number:	782511268	**Total Amount:**	$105.50
EFT Trace Number:	714794252	**Invoice Number:**	87281770
Pay to the Order of:	VHAG SHEBOYGAN 3 LLC		
Mailing Address:	3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA		
In Payment Of:	Progressive Invoice Number: 87281770		

Reviewed Summary

Issuing Rep:	JXB0358	**Approved By:**	
Issue Date:	09-02-21	**Review Date:**	
Last Updated Rep:	JXB0358	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	09-03-21
Stop Date:			

Exposure Detail: COLL

Party Name:	SMITH, MINDY	**Amount Paid:**	$105.50
Property Description:	06 HUMMER H3	**Deductible Taken:**	$0.00
Payment Type:	SUPPLEMENTAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number:	782510195	**Total Amount:**	$1,120.51
EFT Trace Number:	714789208	**Invoice Number:**	87153078
Pay to the Order of:	VHAG SHEBOYGAN 3 LLC		
Mailing Address:	3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA		
In Payment Of:	Progressive Invoice Number: 87153078		

Reviewed Summary

Issuing Rep:	A111378	**Approved By:**	
Issue Date:	08-31-21	**Review Date:**	
Last Updated Rep:	A141463	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	09-01-21
Stop Date:			

Exposure Detail: COLL

Party Name:	SMITH, MINDY	**Amount Paid:**	$1,120.51
Property Description:	06 HUMMER H3	**Deductible Taken:**	$0.00
Payment Type:	SUPPLEMENTAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number:	782510221	**Total Amount:**	$500.00
EFT Trace Number:	714789208	**Invoice Number:**	87155627
Pay to the Order of:	VHAG SHEBOYGAN 3 LLC		
Mailing Address:	3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA		
In Payment Of:	Progressive Invoice Number: 87155627		

Reviewed Summary

Issuing Rep:	A106724	**Approved By:**	
Issue Date:	08-31-21	**Review Date:**	
Last Updated Rep:	A106724	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	09-01-21
Stop Date:			

Exposure Detail: COLL

Party Name:	SMITH, MINDY	**Amount Paid:**	$500.00
Property Description:	06 HUMMER H3	**Deductible Taken:**	$0.00
Payment Type:	SUPPLEMENTAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Progressive

Estimate ID
21-4210327-01
S2

Quote ID
90943573
Claim Number
21-4210327-01

Owner
MINDY SMITH

Insured
MINDY SMITH

Appraiser
AIESHA JONES
(440) 566-5964 (Work)
a141463@progressive.com

Supplemented By
JARED BRILL
(608) 347-3860 (Work)
jbrill1@progressive.com

Artisan and Truckers Casualty Co

Claim Number
21-4210327-01

Adjuster
Joshua Matthew LaFleur
(920) 729-1563 (Fax)
(920) 903-5052 (Work)
jlafleu1@progressive.com

Deductible
500.00 - Not Waived

Reported Date
08/09/2021

Loss Date
08/09/2021

2006 HUMMER H3 4 Door Utility 3.5L 5 Cyl Gas Injected 4WD

Exterior Color
Black

License
WI-369WXL

VIN
5GTDN136868157769

Drivable
Yes

Odometer
151535

Mitchell Service Code
910512

Primary Point of Impact
Rear (6)

Options

4 Wheel Drive	Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)
Automatic Headlights	CD Player	Cloth Seat	Cruise Control	Daytime Running Lights
Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Electric Defogger	First Row Bucket Seat	Fog Lights
Interior Automatic Day/Night Or Electrochromatic Mirror	Keyless Entry System	Passenger-Front Air Bag	Power Door Locks	Power Remote Mirror
Power Steering	Power Windows	Privacy Glass	Rear Gate Wiper	Skid Plate
Telematic Systems	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic	

Committed On 9/2/2021 11:24 AM
Version Mitchell Estimating 21.2 OEM AUG_21_V
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Printed On 9/2/2021 11:24 AM
Profile (Modified) SHEBOYGAN WI All Part Types
Profile Version 9.0

Parts Profile
SHEB WI All Part Types

Parts Profile Version
3.0

					LABOR		PART				
Line #			Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Rear Suspension											
S1	1	001090	R Rear Susp Leaf Spring -M	Remove / Replace	Mechanical	1.2#	New	25965051	1	$304.85	Yes
S1	2	001094	R Rear Susp U-Bolt -M (2 @ $6.03)	Remove / Replace	Mechanical	0.0	New	11610227	2	$12.06	Yes
Rear Bumper											
	3	001446	Rear Bumper Assy	Remove / Install	Body	INC	Existing				
	4	001182	Rear Bumper Face Bar	Remove / Replace	Body	1.2	Remanufactured	HU1102104R	1	$585.00	Yes
	5	001186	R Rear Bumper Tow Hook Bracket	Remove / Install	Body	INCr	Existing				
	6	001187	R Rear Bumper Tow Hook	Remove / Replace	Body	0.1	Qual Recycled Part	TWH1034APU	1	$67.63	Yes
S1	7	002169	Rear Bumper Step Pad	Remove / Replace	Body	INC#	New		1	$368.85*	Yes
Special / Manual Entry											
S1	8	900500	WASHER (4 @ $1.73)	Remove / Replace	Body*	0.0*	New		4	$6.92*	Yes
S1	9	900500	NUT (4 @ $1.68)	Remove / Replace	Body*	0.0*	New		4	$6.72*	Yes
S1	10	900500	SPRING BOLTS (2 @ $5.00)	Remove / Replace	Body*	0.0*	New		2	$10.00*	Yes
S2	11	900500	TOWING	Repair	Body*	0.0*	Sublet	Sublet	1	$100.00*	

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation

Parts Vendors

KEYSTONE PP
4410 N. 132ND ST. #A
BUTLER WI 53007
(800) 924-8230 (Work)
(414) 463-1019 (Work)

Line	Part #	Total Price
4	HU1102104R	$585.00

Disclaimer: This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

Recycled Part Vendors

Original One Parts

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1431 Kingsland Ave
St. Louis MO 63133
(877) 441-0001 (Work)

Line	Part #	Total Price	Vehicle	Description	VIN
6	TWH1034APU	$67.63		Tow Hook - Part Number: TWH1034 QuoteId: 33091737 Description: TOW HOOK Certified Original, Tested, Refinished, VIN mapped, LIFETIME WNTY Cond: A	

Supplier Notes: APU, Quote#: 121628401279733 Stock Number: TWH1034 / RECY

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount		Totals
Mechanical Labor	1.2	$80.00			$96.00
Body Labor	1.3	$60.00	$100.00		$178.00
Total Labor	2.5		$100.00		$274.00
				Taxable	$274.00
				Tax 5.5000%	$15.07
				Non-Taxable	$0.00
				Labor Total	$289.07
Parts		**Amount**			
Taxable Parts		$1,362.03			$1,362.03
				Parts Adjustments	$0.00
				Tax 5.5000%	$74.91
				Non-Taxable	$0.00
				Parts Total	$1,436.94
Costs		**Amount**			
Other Additional Costs		$0.00			$0.00
Paint Materials		$0.00			$0.00
				Taxable	$0.00
				Tax 5.5000%	$0.00
				Non-Taxable	$0.00
				Costs Total	$0.00
Gross Totals		**Amount**			
Gross Total		$1,726.01			$1,726.01
				Taxable	$1,636.03
				Tax	$89.98
				Non-Taxable	$0.00
				Gross Total	$1,726.01
Adjustments		**Amount**			
Deductible		-$500.00			-$500.00
Total Customer Responsibility					-$500.00

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Estimate Totals

Net Estimate Total	**$1,226.01**
Less Original Net Total	$940.81
Net Supplement Amount	$285.20
S1: JARED BRILL	$179.70
S2: JARED BRILL	$105.50

This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

This is a damage assessment only - Not an authorization to repair- based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the

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replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations
NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.
A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.
A/M: This refers to a new, non-original equipment manufacturer replacement part.
Recycled: This refers to a used OEM part.
Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.
OE Discount: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.
Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Progressive's Lifetime Guarantee does not cover repairs you request the shop to make that are not related to this accident, including but not exclusive to unrelated prior damage and pre-existing damage.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date:_____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

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

Cycle Time Information

Due In	8/13/2021
Estimated Completion Date	8/30/2021
Arrived At Shop	8/20/2021
Ready for Delivery	8/27/2021
Delivered	8/30/2021

Estimate Event Log

Job Created	8/11/2021 05:51 AM
Supplement 2 Started	8/11/2021 11:12 AM
Supplement 2 Printed	9/2/2021 11:24 AM
Supplement 2 Committed	9/2/2021 11:24 AM
Estimate Version	3

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Date: 9/2/2021 11:24:12 AM
Estimate ID: 21-4210327-01
Supplement: 2 - 9/02/2021 11:24:11 AM
Profile ID: SHEBOYGAN WI All Part Types

Supplement Delta Report
Comparison of Estimate 21-4210327-01 Supplement 1 and Supplement 2

Damage Assessed By: AIESHA JONES
Supplemented By: JARED BRILL

Insured: MINDY SMITH
Owner: MINDY SMITH
Vehicle: 2006 HUMMER H3
Date of Loss: 08/09/2021

Line Item	Labor Type	Operation	Line Item Description	Part Type/Num	Dollar Amount	Labor Units	CEG Unit
Changed Entries							
S1 2	Mechanical	REMOVE/REPLACE	R Rear Susp U-Bolt -M 2 @ 6.03	New 11610227	12.06	0.0	0.0T
11<	Body<	REPAIR<	TOWING<	Sublet< Sublet	100.00* <	0.0*	0.0<
Added Entries							
2	Mechanical	REMOVE/REPLACE	R Rear Susp U-Bolt -M 2 @ 6.03	New 11610227	12.06	0.0	0.0T

Global Changes

No Deductible, Deductible Reduction Credit, Customer Responsibility, Labor Rate, or Part Adjustment changes were made.

		Amount
Original Estimate		940.81
Supplement 1	179.70	
Supplement 2	105.50	
Supp 1		

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Total Tax	84.48	
Supp 2 Total Tax	89.98	
Net Supplement Amount		285.20
Net Total		1,226.01

	Program Calc Version	Data Versions
Supp 1	9	AUG_21_V
Supp 2	9	AUG_21_V

Software Version: 21.2

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369-WXL


369-WXL


369-WXL



G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

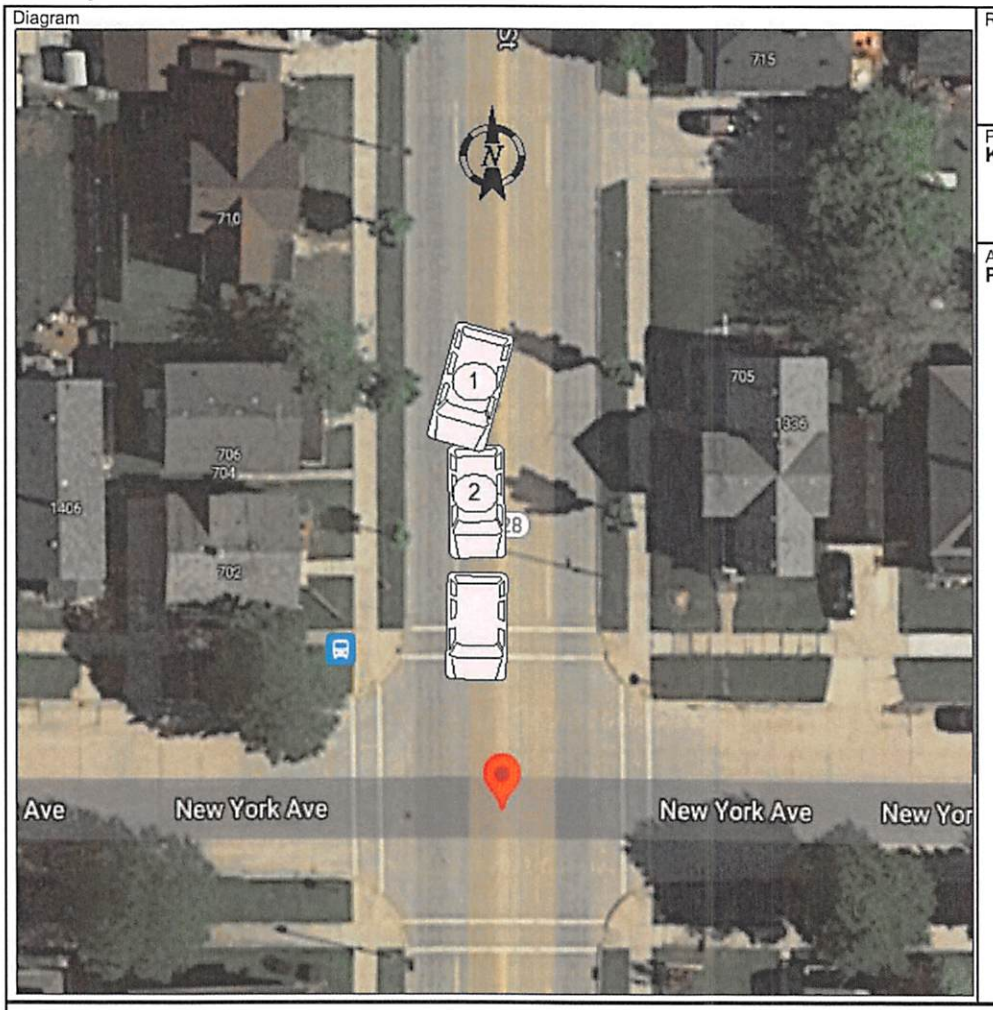
SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0GL84FC

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy	
			SERGEANT A. KUNDINGER	
Crash Date 08/09/2021	Crash Time 03:36 PM	Date Arrived 08/09/2021	Time Arrived 03:47 PM	
Date Notified 08/09/2021	Time Notified 03:36 PM	Total Units 02	Total Injured 01	Total Killed 00
☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone	☐ Trailer or Towed / ☐ Reporting Threshold
☐ Government Property	☐ Active School Zone	School Bus Related NO	Tags	
☑ Reportable	Crash Type DT4000 (STANDARD CRASH)		☐ Amended	☐ Secondary Crash

Description

Diagram



Reconstruction By

Photos By
KUNDINGER

Additional Information
PHOTOS

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT # 2 WAS DRIVING SOUTH BOUND ON N 14TH ST APPROACHING NEW YORK AVE WHEN A VEHICLE IN FRONT OF UNIT #2 STOPPED ABRUPTLY. UNIT #2 WAS ABLE TO STOP BEFORE COLLIDING WITH THAT UNIT. UNIT # 1 WAS FOLLOWING UNIT #2. DRIVER STATED THAT HE SAW THE CARS STOPPING AND TRIED TO STOP BUT WAS UNABLE TO DO SO BEFORE STRIKING UNIT # 2. DRIVER STATED HE WAS NOT DISTRACTED AND SAW IT HAPPENING BUT JUST COULD NOT STOP IN TIME TO AVOID THE COLLISION. DRIVER OF UNIT #2 DID COMPLAIN OF NECK PAIN BUT REFUSED MEDICAL TREATMENT AT THE TIME OF THE ACCIDENT.

G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Location

ON N 14TH ST/ STH28 WB 11 FT S OF NEW YORK AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.751968239	Longitude -87.722945415
	X Coordinate 441797.5	Y Coordinate 4844579
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY	
Manner of Collision 03 - FRONT TO REAR	Light Condition DAYLIGHT	
Road Surface Condition(s) WET	Roadway Factor(s) NOT APPLICABLE	
Environment Factor(s) WEATHER CONDITIONS		
Weather Condition(s) CLOUDY, RAIN		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	INTERSECTION-RELATED	FOUR-WAY INTERSECTION

Unit Summary

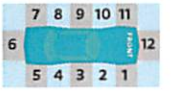
UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements
Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel SOUTHBOUND	☐ Pre CrashTire Mark	Speed Limit 25	Total Lanes 4
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function POLICE		Emergency Motor Vehicle Use NON-EMERGENCY, NON-TRANSPORT
Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

Vehicle

UNIT 01 VEHICLE 01

License Plate Number E7300	Plate Type OFF - MUNICIPAL OFFICI	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1FM5K8AR6JGB00068	Make FORD	Year 2018	Model EXPLORER
Color MAR - MAROON (BURGUNDY)	Body Style UT - SPORT UTILITY VEHICLE		Bus Use
Initial Contact Point 11 - LEFT FRONT CORNER	Vehicle Damage 10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 12 - FRONT		
Extent Of Damage FUNCTIONAL DAMAGE			



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C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 01 — VEHICLE 01

Towed Due To Damage: TOWED BUT NOT DUE TO DISABLING DAMAG	Vehicle Removed By: OWNER
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE
Driver Prior Action Other:	
Driver Actions: FOLLOWING TOO CLOSE	
Owner Name: SHEBOYGAN CITY (920) 459-3333	Owner Address: 1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US

Sequence Of Events

01 Event: MOTOR VEH IN TRANSPORT	
02 Event:	
03 Event:	
04 Event:	

UNIT 01 — INDIVIDUAL 001

Policy Holder

Insurance Company: SELF-INSURED	Government: SHEBOYGAN CITY

Individual

Driver: DEKKER JEFFREY JAMES MCCABE	Citations Issued: 0	Sex: MALE
	Date of Birth: 10/09/1996	Race: WHITE
Address: 533 MAPLE AVE OOSTBURG, WI 53070 , US	Driver License Number: M2101709636902 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash: POLICE		Safety Equipment: SHOULDER & LAP BELT
Row: 01 - FRONT ROW	Seat Position: 07 - LEFT	
Helmet Use:		Helmet Compliance:
Eye Protection:		Tint Compliance:

Injury

Injury Severity: NO APPARENT INJURY		Airbag: NON DEPLOYED
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action: NOT DISTRACTED	

G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 01 — INDIVIDUAL 001

Non Motorist

Striking Unit #	Location

Prior Action:

Action:

Action Other:

To/From School:

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type:

Individual Condition: APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
(SPORT) UTILITY VEHICLE	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
1		0	0	0

Insurance?	Direction Of Travel	Pre CrashTire Mark	Speed Limit	Total Lanes
YES	SOUTHBOUND	☐	25	4

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
TWO-WAY, NOT DIVIDED	NO CONTROL	NO

Surface Type	Road Curvature	Road Grade
CONCRETE	STRAIGHT	LEVEL

Truck Bus or HazMat: NO

Vehicle

UNIT 02 — VEHICLE 02

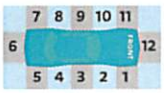
License Plate Number	Plate Type	St	Country of Issuance
369WXL	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
5GTDN136868157769	HUMMER	2006	H3 SUV

Color	Body Style	Bus Use
BLK - BLACK	LL - CARRYALL	

Initial Contact Point	Vehicle Damage
06 - REAR	06 - REAR

Extent Of Damage: MINOR DAMAGE



Towed Due To Damage	Vehicle Removed By
NOT TOWED	OPERATOR

G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 02 — VEHICLE 02

What Driver Was Doing	Vehicle Factors
STOP IN TRAFFIC	NOT APPLICABLE
Driver Prior Action Other	

Driver Actions: NO CONTRIBUTING ACTION

Owner Name	Owner Address
MINDY MILLER SMITH (920) 889-1369	2611 LAKESHORE DR SHEBOYGAN, WI 53081 , US

Sequence Of Events

01 Event	MOTOR VEH IN TRANSPORT
02 Event	
03 Event	
04 Event	

UNIT 02 — Policy Holder

Insurance Company	Individual
PROGRESSIVE-CASUALTY-INS-CO	MINDY SMITH

UNIT 02 — INDIVIDUAL 002

Individual

Driver	Citations Issued	Sex
MINDY MILLER SMITH (920) 889-1369	0	FEMALE
	Date of Birth 09/30/1977	**Race** WHITE

Address	Driver License Number
2611 LAKESHORE DR SHEBOYGAN, WI 53081 , US	S5305537785002 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Row	Seat Position
01 - FRONT ROW	07 - LEFT

Helmet Use	Helmet Compliance

Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag
POSSIBLE INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source
NOT APPLICABLE (NOT DISTRACTED)

Distracted By Action: NOT DISTRACTED

Non Motorist

Striking Unit #	Location

G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 02 — INDIVIDUAL 002

Prior Action			
Action			
Action Other			To/From School
Drug & Alcohol	Suspected Alcohol Use: NO	Suspected Drug Use: NO	
Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results	
Drug Test Given: TEST NOT GIVEN	Drug Test Type	Drug Test Results	
Drug Type			
Individual Condition: APPEARED NORMAL			

#13-21

Item 35.

MAR 21 2022

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (877)818-0139
Fax: (888) 781-6947

3/14/2022 4:34 PM
Certified Mail 9489 0090 0027 6274 0749 96 Return Receipt Requested

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

Your Client: MCCABE, DEKKER
Your Claim Number: NA
Our Insured: SMITH, MINDY
Our Claim Number: 21-4210327
Amount Subject to Reimbursement: $2,556.67 (PD: $1,726.01 MP: $830.66)
Amount of Insured's Deductible: WAIVED

THIS IS A SUPPLEMENT TO A DEMAND THAT WAS PREVIOUSLY MAILED TO YOUR ADDRESS ON 3/1/22

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 14TH ST IN SHEBOYGAN
Date and Time of Loss: 08-09-21 AT 3:36 PM

Description of Loss: OUR INSURED WAS TRAVELING ON CALUMET IN SHEBOYGAN WHEN A CITY VEHICLE WITH PLATE # E7300 OPERATERD BY MCCABE, DEKKER STRUCK OUR INSUREDS VEHICLE. WE ARE SEEKING REIMBURSEMNT FOR OUR INSUREDS VEHICLE DAMAGES.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "SMITH, MINDY", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Christine Jones

Progressive Subrogation
Artisan and Truckers Casualty Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

PROGRESSIVE
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (888)-489-4214
Fax: (888) 781-6947

3/1/2022 7:54:00 AM

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

RE:

Date of Loss:	08-09-21
Our Insured:	SMITH, MINDY
Our Claim No.:	**21-4210327**
Your Insured:	MCCABE, DEKKER
Your Claim/Policy No.:	13-21

Please take this letter as formal notice of our subrogation rights with regards to the above-captioned claim. Artisan and Truckers Casualty Company paid $830.66 on behalf of our insured's medical bills incurred as a result of the above accident. These medical payments are reimbursable under the provisions of our insured's policy of insurance.

For your reference, the medical payments already paid include:

Injured Party/Client:	**Total:**
SMITH, MINDY	$830.66

Also be advised this claim has been referred to the InsMed Team for further handling. We ask at the time of settlement that a separate check be issued to us directly and include Artisan and Truckers Casualty Company as a payee in order to expedite the settlement. Payment should be sent to Subrogation Payment Processing Center 24344 Network Place Chicago, IL 60673-1243.

We ask that you sign and return a copy of this letter to us as acknowledgment of our lien. Thank you in advance for your anticipated cooperation.

InsMed Team
Subrogation Department
(888) 489-4214
Artisan and Truckers Casualty Company

Enclosures

cc. - /

==========

TO: Artisan and Truckers Casualty Company - 21-4210327

I am in receipt of your notice of lien, and by signing below I do agree to protect said lien at time of settlement.

_____

(Insurance Company Rep. Signature) (Date)

Medical Payments Details

Named Insured: Mindy Smith
Injured Party: Mindy Smith
Claim Number: 21-4210327
Date Of Loss: 08-09-21
Total Billed: $818.00
Total Paid: $830.66

Provider	Exposure	Service Dates	Amount Billed	Amount To Be Paid	Service Type	Date Received	Lien	Invoice Number	Payment Status
WI RADIOLOGY SPECIALIYSTS									
	MEDPAY	08-18-21 / 08-18-21	$80.00	$68.00		02-24-22		94440276	03-10-22
INSURED REIMBURSEMENT									
	MEDPAY	08-18-21 / 08-18-21	$0.00	$80.00		02-23-22		93915661	02-24-22
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	$175.00	$161.88		08-25-21		87477928	09-09-21
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	$563.00	$520.78		08-25-21		87383796	09-07-21

VI

R. C. No. 209 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 269-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 69-21-22 by City Clerk submitting a claim of alleged unlawful tax collected from FedEx Services by the City of Sheboygan for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281950534P; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FnP 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

VI

R. C. No. 269 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 69-21-22 by City Clerk submitting a claim of alleged unlawful tax collected from FedEx Services by the City of Sheboygan for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281950534P; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 69 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a claim of alleged unlawful tax collected from FedEx Services by the City of Sheboygan for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281950534P.

CITY CLERK

F+P

Claim # 9-21
MKC

Item 36.

John A. Sample
Title First Line
Title Second Line

Division Name
1234 Street Name
Suite 123
Building Number 123
City Name, ST/PR 12345-6789

Second Address
1234 Street Name
Suite 123
Building Number 123
City Name, ST/PR 12345-6789

Mobile 123.456.7890
Telephone 123.456.7890
Fax 123.456.7890
john.sample@fedex.com
Additional contact information

FedEx Services

August 10, 2021

3431 Concord Dr / 3510 Playbird Rd
Account # 950534

To whom it may concern:

We are requesting a refund for the $514.95 paid for the 2020 tax year on account 950534, located at 3431 Concord Dr. Sheboygan, WI 53081. This account moved from 3510 Playbird Rd in the Town of Mosel to 3431 Concord Dr. in the City of Sheboygan after the 1/1/2020 lien date and therefore we were only responsible for taxes in the Town of Mosel for the 2020 tax year.

Attached is a copy of the tax bill 2020 taxes paid to the City of Sheboygan.

Please reach out to Lauren Dorsey at (410) 568-0789 or lauren.dorsey@altusgroup.com with any questions regarding this account.

Thank you,

Branden Harbaugh
Senior Tax Analyst
(901) 434-5780
branden.harbaugh@fedex.com

Form TAX895

CITY OF SHEBOYGAN
FINANCE DEPARTMENT
828 Center Avenue, STE 110
Sheboygan, WI 53081
920-459-3311

June 24, 2021

FED EX 950534
3431 CONCORD DR
SHEBOYGAN, WI 53081

SECOND NOTICE: DELINQUENT PERSONAL PROPERTY TAX

Dear Sir or Madam:

The Personal Property Tax Roll confirms taxes assessed to 3431 CONCORD DR in the amount of $514.95. According to Wisconsin State Statute 74.11(4), payment for Personal Property Tax shall be received or postmarked on or by January 31st to be considered as timely. If the Personal Property Tax is not paid or postmarked by January 31st, the amount is subject to a one percent per month interest charge and an additional 0.5 percent per month penalty charge which shall be applied. These charges are pursuant to the Wisconsin State Statute 74.47 and Municipal Code Ordinance No. 55-04-05. The amount applicable is $28.35 interest and $14.17 penalty.

The City of Sheboygan adopted an Ordinance requiring payment of all local taxes, assessments and charges due and owing to the City as a condition to the issuance of licenses and permits. The Ordinance stipulates "in the event of unpaid Personal Property Tax and any outstanding fees, penalties, the City is forbidden from issuing any licenses and/or permits. All unpaid taxes, fees and penalties must be paid in full to receive any licenses and/or permits." Please note, the City is not obligated to provide regular notification of these outstanding delinquencies.

At the earliest convenience, please make payment to the City of Sheboygan Finance Department, and mail to: Finance Department, 828 Center Avenue, Suite 110, Sheboygan, WI 53081. The total due is $514.95. To avoid additional interest and penalty, please pay the amount due on or before July 31, 2021. Nonpayment will result in collection action against this account. If you have any questions, please contact the City of Sheboygan Finance Department at the above listed number. Thank you.

Sincerely,

Kaitlyn Krueger
City of Sheboygan
Finance Director

WATERMARK IN PAPER; HOLD UP TO A LIGHT VIEW

VERIFY FOR AUTHENTICITY

FEDEX (PT)
PH: 602-707-5575
PO BOX 71850
PHOENIX AZ 85050

EAGLE BANK
11900 BOURNEFIELD WAY
SILVER SPRING, MD 20904

NO. 76374396

VOID 180 DAYS AFTER ISSUE 200268944 65-358/550

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
07/22/2021	76374396	514.95

PAY

*** Five Hundred Fourteen And 95/100-Dollars *** **$ ** 514.95 **

TO THE ORDER OF

SHEBOYGAN CITY TAX COLLECTOR
828 CENTER AVE STE 205
SHEBOYGAN, WI 53081

Account No: 950534
Invoice No: 38528

⑈76374396⑈ ⑆055003586⑆ 200268944⑈

For Remote Deposit Only
City of Sheboygan
Wisconsin Bank & Trust 075907594

>075907594< 07/28/2021

VI

R. C. No. 210 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 270-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 326-20-21 by Finance and Personnel Committee and R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S. C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; 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

VI

R. C. No. 270 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. C. No. 326-20-21 by Finance and Personnel Committee and R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S. C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. 326 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S.C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP
21-22

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.

R. O. No. 123 - 20 - 21. By CITY CLERK. January 18, 2021.

Submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S.C. for alleged injuries that Austin Stiebs sustained on December 18, 2020.

CITY CLERK

F&P

Claim # 21-20

JAN 12 '21 PM 2:08

AMENDED NOTICE OF CIRCUMSTANCES OF CLAIM

TO: **SHEBOYGAN COUNTY**
c/o Jon Dolson, County Clerk
508 New York Avenue
Sheboygan, WI 53081

AGING AND DISABILITY RESOURCE CENTER OF SHEBOYGAN COUNTY
c/o Michelle Acevedo, ADRC Manager
650 Forest Avenue
Sheboygan Falls, WI 53085

CITY OF SHEBOYGAN
c/o Meredith DeBruin, City Clerk
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Process Server
Date: 1/12/21 Time: 2:00 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

MARK A. FEUSTEL
1416 Illinois Avenue, Apt. A
Sheboygan, WI 53085

PLEASE TAKE NOTICE that Austin Stiebs who resides at 2245 N. 29th Street, Sheboygan, Wisconsin 53081, by his attorneys, HABUSH HABUSH & ROTTIER S.C.®, pursuant to Wis. Stat. § 893.80(1d)(a), does hereby serve written notice on you of the circumstances of a claim against you for damages arising out of the personal injuries sustained Austin Stiebs on December 18, 2020, as a result of a passenger van/passenger bus/automobile driven by Mark A. Feustel at the intersection of North 25th Street and Geele Avenue, in the city of Sheboygan, County of Sheboygan, State of Wisconsin.

These injuries and damages were sustained by reason of the negligence of the County of Sheboygan and Aging and Disability Resource Center of Sheboygan County and the City of Sheboygan through their employee, agent and representative, including Mark A. Feustel.

Dated at Sheboygan, Wisconsin, this 11th day of January, 2021

Witness:

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

By: _____
Christine D. Esser

PLEASE SERVE NOTICES WITH REGARD TO THIS NOTICE ON:

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

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

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

Christine D. Esser

Subscribed and sworn to before me
this 11th day of January, 2021.

Notary Public, State of Wisconsin
My Commission expires: 5-15-24



VI

R. C. No. 211 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 271-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 321-20-21 by Finance and Personnel Committee and R. O. No. 75-20-21 by City Clerk submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

F+P 2324

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. 271 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. C. No. 321-20-21 by Finance and Personnel Committee and R. O. No. 75-20-21 by City Clerk submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. 321 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 75-20-21 by City Clerk submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP
21-22

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 75 - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue.

T4P

CITY CLERK

DATE RECEIVED 9-17-20 RECEIVED BY MKC

CLAIM NO. 12-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 17 '20 PM 12:01

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: LINDA ARENTSEN
2. Home address of Claimant: 2709 PRAIRIE WINDS CT.
3. Home phone number: 920 980-8408
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) 8-7-20 APPROX 9:45
6. Where did damage or injury occur? (give full description) SIDEWALK ON THE NORTH SIDE OF CENTER AVE - APPROX 20' WEST OF N. 6TH ST
7. How did damage or injury occur? (give full description) I WAS WALKING ON THE SIDEWALK & TRIPPED ON A RAISED PART OF THE SIDEWALK. FACE PLANTED INTO SIDEWALK - BROKEN ARM, RIBS BROKEN & BRUISED ON FACE
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: NA.
   (b) Claimant's statement of the basis of such liability: NA
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: SIDEWALK.
   (b) Claimant's statement of basis for such liability: PROPERTY OWNER SAID CITY KNEW OF DEFECT IN SIDEWALK & CITY HAD PLACED A SAFETY CONE THERE AT O[illegible] TIME. THE SIDEWALK WAS NEVER FIXED & THE CONE WAS REMO[illegible]

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").

BROKEN ARM - DAMAGED SHOULDER - BROKEN RIBS - BRUISES ON FACE
TAKEN BY AMBULANCE FROM SITE TO HOSPITAL E.R.

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

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

Auto:	$ NONE	
Property:	$ NONE	
Personal injury:	$ WE HAVE NOT RECEIVED BILLING FROM AMBULANCE, ER, DOCTOR P.T. ETC.	?
Other: (Specify below CANCELLED VACATION LOSS OF EMPLOYMENT	$?	
TOTAL	$?	

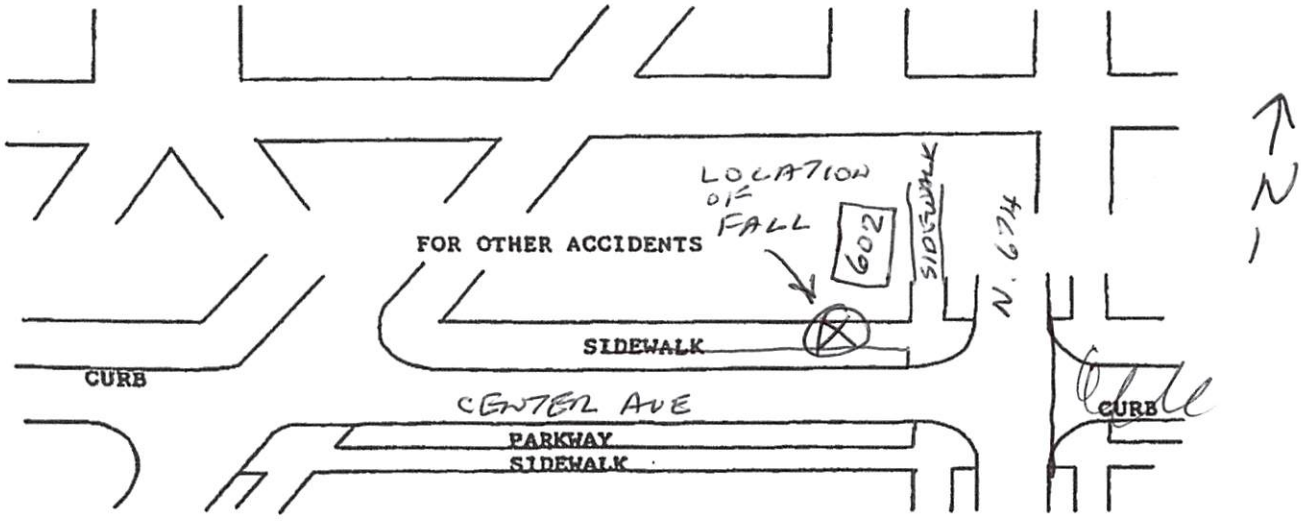
Damaged vehicle (if applicable) NONE

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 D Knutsen DATE 9/16/2020

DATE RECEIVED 9-17-20 RECEIVED BY MKC

CLAIM NO. 12-20

CLAIM

Claimant's Name: LINDA ARENTSEN

Claimant's Address: 2709 PRAIRIE WINDS CT SHEBOYGAN, WI 53081

Claimant's Phone No. 920-980-8408

Auto	$ -0-
Property	$ -0-
Personal Injury	$ TBD
Other (Specify below)	$ TBD
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 $ TBD .

SIGNED L Arentsen DATE: 9/16/2020

ADDRESS: 2709 Prairie Winds Ct. Sheboygan 53081

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

VI

R. C. No. 212 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 123-22-23 by City Clerk submitting a letter from Crystal Meise-Henning notifying the City of Sheboygan of the intent to file civil action regarding an incident that occurred on August 23, 2022; 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

II

R. O. No. 123 - 22 - 23. By CITY CLERK. March 20, 2023.

Submitting a letter from Crystal Meise-Henning notifying the City of Sheboygan of the intent to file civil action regarding an incident that occurred on August 23, 2022.

F+P

CITY CLERK

Claim # 25-22
MKC
MAR 8 '23 PM

For letter RE: Notice of Injury and Claim under Wis. Stat. 893.80(1)

State of Wisconsin

County of Sheboygan

This signature was acknowledged before me on 03/07/2023

By CRYSTAL MEISE-HEMING

Notary's Signature

L M HUNT

Notary's Printed Name

L. M. HUNT NOTARY PUBLIC STATE OF WISCONSIN (Seal)

06/13/2025

Commission Expiration Date


L.M. HUNT
NOTARY
PUBLIC

Crystal Meise-Henning
1535A North 12th Street
Sheboygan, WI 53081

March 3, 2023

Ms. Meredith DeBruin, City Clerk
City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 53081

RE: Notice of Injury and Claim under Wis. Stat. §893.80(1)

Good Morning:

I hereby notifying the City of Sheboygan and the Sheboygan Police Department of my intent to file a civil action regarding the incident set forth below. Please forward this Notice to the appropriate authorities for consideration as required by the relevant statutes.

Facts Giving Rise to Claim:

I am an insulin-dependent diabetic. On August 23, 2022, I left my job at Plymouth Foam and was driving home. At approximately 3:22PM, the 911 Center received a call that there was a vehicle driving erratically. Several Sheboygan police units responded, and I did not immediately stop because I was not aware what was happening. I stopped at the corner of North 14th & North Avenue/Calumet Drive, and a K-9 unit pulled in front of my vehicle and blocked me in; another police vehicle made contact with my rear bumper. Officer Matthew Heimerl opened my driver's door, pulled me from the vehicle, threw me to the ground and handcuffed me. I was not being combative; I was suffering a diabetic episode and was not fully functional. A search of my vehicle and belongings revealed that I am a Type I diabetic; an ambulance was called, and I was transported to the hospital. I was issued 2 traffic citations, both of which were dismissed by the Court on November 11, 2022.

I filed a formal written complaint with the Sheboygan Police Department on September 22, 2022. The complaint was answered on November 6, 2022; none of the officers involved were found to have behaved inappropriately. I received this written decision on November 18, 2022

Written Claim:

As a result of the excessive use of force by Sheboygan Police Department personnel, I suffered a bruise and possible long-term damage to my right shoulder, and a black eye. My medical bills totaled $5,063.00, of which my insurance covered $2,116.08. My insurance carrier is Common Ground Healthcare Exchange; I request that they be reimbursed and that I be paid the remaining balance of $2,946.92 as compensatory damages. I am also requesting an additional $5,000.00 for

ongoing medical care regarding the shoulder injury, the sum of $20,000.00 in punitive damages for pain and suffering, plus attorney fees, court costs and fees.

Crystal Meise-Henning

R. C. No. 221 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 277-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 325-20-21 by Finance and Personnel Committee and R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

F+P 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

VI

R. C. No. 277 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. C. No. 325-20-21 by Finance and Personnel Committee and R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5/10

R. C. No. 325 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 109 - 20 - 21. By CITY CLERK. December 7, 2020.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

_____
CITY CLERK

F+P
12-14-20
hold

Item 40.

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward Stengel
Branch 1

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

Wal-Mart Real Estate Business Trust vs. City of Sheboygan

Electronic Filing Notice

Case No. 2020CV000426
Class Code: Money Judgment

CITY OF SHEBOYGAN
SUITE 100
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server Pat
Date 12/4/20 Time 4:17 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Case number 2020CV000426 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.

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: 62e1ac

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 1, 2020

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 20-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 20-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff Wal-Mart Real Estate Business Trust (Walmart), by its undersigned counsel Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2020 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than $6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2020, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2020 value of the Property was set by the City Assessor's office at $17,423,900.

6. Walmart timely filed an objection to the 2020 assessment of the Property with the City's Board of Review pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing in accordance with the provisions of Wis. Stat. §70.37(3). See attached Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2020 was no higher than $6,250,000.

10. The 2020 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2020 was excessive.

11. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2020 was no higher than $6,250,000.

14. Upon information and belief, the 2020 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2020 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2020 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2020 value of the Property from $17,423,900 to $6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2020 was no higher than $6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County
City of Sheboygan		Sheboygan
Requestor's name		Agent name *(if applicable)* *
Wal-Mart Stores Inc.		Christopher L. Strohbehn / Russell J. Karnes
Requestor's mailing address		Agent's mailing address
P.O. Box 8050 Bentonville, AR 72712		Gimbel, Reilly, Guerin & Brown, LLP 330 E. Kilbourn Ave., Milwaukee, WI 53202
Requestor's telephone number (479) 204 - 3835	☒ Land Line ☐ Cell Phone	Agent's telephone number (414) 271 - 1440	☒ Land Line ☐ Cell Phone
Requestor's email address		Agent's email address
Brandon.Caplena@walmart.com		cstrohbehn@grgblaw.com / rkarnes@grgblaw.com

Property address	
3711 S. Taylor Dr., Sheboygan, WI 53081	
Legal description or parcel number	
59281-479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing	
$ 13,265,000	
Property owner's opinion of value	
$ 6,250,000	
Basis for request	
To take matter directly to Circuit Court as cases regarding prior assessments are currently pending in Circuit Court	
Date Notice of Intent to Appear at BOR was given 06 - 02 - 2020	Date Objection Form was completed and submitted 06 - 02 - 2020

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason

Board of Review Chairperson's Signature

10/14/2020
Date

☒ Taxpayer advised 10-16-2020
Date

PLAINTIFF'S EXHIBIT A

PA-813 (R. 10-16)

Wisconsin Department of Revenue

VI

R. C. No. 220 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 275-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FnP 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

VI

R. C. No. 275 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4 G

R. O. No. 68 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

_____

CITY CLERK

F+P

FILED
08-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000309
Honorable Angela W. Sutkiewicz
Branch 3

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

Wal-Mart Real Estate Business Trust vs. City of Sheboygan

Electronic Filing Notice

Case No. 2021CV000309
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

Process Server
Date: 8/9/21 Time: 1:26 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2021CV000309 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: 580d43

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: August 5, 2021

FILED
08-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000309
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 21-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 4th day of August, 2021.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: _____

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

FILED
08-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000309
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 21-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff Wal-Mart Real Estate Business Trust ("Walmart"), by its undersigned counsel Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2021 value with respect to the parcel of real property in the City known as parcel #59281479120 ("the Property"), is no more than $6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2021, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716.

Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2021 value of the Property was set by the City Assessor's office at $17,685,500.

6. Walmart timely filed an objection to the 2021 assessment of the Property with the City's Board of Review pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing in accordance with the provisions of Wis. Stat. §70.37(3). A copy of the Waiver is attached as Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2021 was no higher than $6,250,000.

10. The 2021 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2021 was excessive.

11. Walmart is entitled to a refund of 2021 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2021 was no higher than $6,250,000.

14. Upon information and belief, the 2021 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2021 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2021 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2021 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2021 value of the Property from $17,685,500 to $6,250,000, in

accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2021 was no higher than $6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 4th day of August, 2021.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: _____

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality	County
City of Sheboygan	Sheboygan
Requestor's name Wal-Mart Stores, Inc.	Agent name *(if applicable)** Christopher L. Strohbehn / Russell J. Karnes
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712	Agent's mailing address Gimbel, Reilly, Guerin & Brown, LLP 330 E. Kilbourn Ave., #1170, Milwaukee, WI 53202
Requestor's telephone number (479) 204 - 3835 ☒ Land Line ☐ Cell Phone	Agent's telephone number (414) 271 - 1440 ☒ Land Line ☐ Cell Phone
Requestor's email address brandon.caplena@walmart.com	Agent's email address cstrohbehn@grgblaw.com / rkarnes@grgblaw.com

Property address 3711 S. Taylor Drive, Sheboygan, WI 53081	
Legal description or parcel number 59281-479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing $ 17,685,500	
Property owner's opinion of value $ 6,250,000	
Basis for request 2020 matter is currently pending in Circuit Court.	
Date Notice of Intent to Appear at BOR was given 06 - 03 - 2021	Date Objection Form was completed and submitted 06 - 03 - 2021

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing An action under sec. 74.37(3)(d), Wis Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing

Christopher L. Strohbehn

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason

Board of Review Chairperson's Signature

PLAINTIFF'S EXHIBIT A

6/8/2021
Date

☒ Taxpayer advised 6-10-2021 *Date* Sent via mail

VII

R. C. No. 219 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 273-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 105-21-22 by City Clerk submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

F+P 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

VI

R. C. No. 273 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 105-21-22 by City Clerk submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F & P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 105 - 21 - 22. By CITY CLERK. November 15, 2021.

Submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan.

_____
CITY CLERK

FHP

FILED
08-16-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325
Honorable Angela W. Sutkiewicz
Branch 3

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

MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF SHEBOYGAN

Electronic Filing Notice

Case No. 2021CV000325
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

Process Server
Date: 11/4/21 Time: 12:00 am pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2021CV000325 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: 5414c5

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: August 17, 2021

Item 42.

FILED
08-16-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT CIVIL DIVISION SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC
1161 Industrial Parkway
Fond du Lac, Wisconsin 54937,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081,

Defendant.

SUMMONS

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

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

Within twenty (20) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan County Circuit Court, 615 N. 6th Street, Sheboygan, Wisconsin 53081, and to Douglas A. Pessefall, Reinhart Boerner Van Deuren s.c., Plaintiff's attorney, whose address is 1000 N. Water Street, Suite 1700, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint,

and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 16th day of August, 2021.

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

Mailing Address:
P.O. Box 2965
Milwaukee, WI 53201-2965
Telephone: 414-298-1000
Facsimile: 414-298-8097

Douglas A. Pessefall
State Bar No. 1034109
dpessefall@reinhartlaw.com

BY *s/Douglas A. Pessefall*
Attorney for Plaintiff
Midstate Amusement Games, LLC

Item 42.

FILED
08-16-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT CIVIL DIVISION SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC
1161 Industrial Parkway
Fond du Lac, Wisconsin 54937,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081,

Defendant.

COMPLAINT

Plaintiff Midstate Amusement Games, LLC, by and through its attorney, Douglas A. Pessefall of Reinhart Boerner Van Deuren s.c., and pursuant to Wis. Stat. §§ 74.35 and 801.02, states and alleges its Complaint against Defendant City of Sheboygan as follows:

INTRODUCTION AND PARTIES

1. This is an action under Wis. Stat. § 74.35 to recover unlawful taxes that were imposed on Plaintiff Midstate Amusement Games, LLC by Defendant City of Sheboygan for the 2020 tax year, plus statutory interest, with respect to certain personal property located in the City ("Property").

2. The Property is identified on City records as Account 59281860858P.

3. The Property and consists of amusement devices, including video games, arcade games, jukeboxes, electronic dart boards, ATMs and other machines.

4. Plaintiff Midstate Amusement Games, LLC ("Midstate") is a Wisconsin limited liability company with its principal office located at 1161 Industrial Parkway, Fond du Lac, Wisconsin 54937.

5. Midstate is the owner of the Property, and is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property, and is authorized to bring this claim in its own name.

6. Defendant City of Sheboygan ("City") is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

JURISDICTION AND VENUE

7. The Court has personal jurisdiction over the City pursuant to Wis. Stat. §§ 74.35(3)(d) and/or 801.05(2).

8. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §§ 74.35(3)(d) and/or 801.50(2).

FACTS

9. Midstate is a coin machine operator that provides a wide spectrum of gaming products and services to businesses in East Central Wisconsin including Oshkosh, Fond du Lac, Sheboygan, West Bend, Campbellsport, Kewaskum, Random Lake, Jackson, Plymouth, Ripon, Waupun, and the surrounding communities.

10. In early 2020, Midstate timely filed a Statement of Personal Property on which Midstate reported all of its assessable personal property located within the City as of January 1, 2020 ("Statement").

11. The Statement properly excluded personal property that was exempt by law from taxation.

12. For example, "machinery," which is defined by Wis. Stat. § 70.111(27)(a) to "mean a structure or assemblage of parts that transmits force, motion, or energy from one part to another in a predetermined way by electrical, mechanical, or chemical means," is exempt from personal property tax.

13. The Property includes machinery.

14. Notwithstanding the Statement, the City assessed the Property at $450,810.00 as of January 1, 2020 ("Assessed Value").

15. Based on the Assessed Value, the City issued Midstate a 2020 tax bill in the amount of $12,093.86 ("Tax Bill").

16. Midstate timely paid the Tax Bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

17. The Assessment contained one or more palpable errors specified in Wis. Stat. § 74.33(1). Specifically, the Property was exempt from general property taxation pursuant to Wis. Stat. §§ 70.111(27)(a) as of January 1, 2020 because most of the Property consisted of machinery not used in manufacturing.

18. Accordingly, following the procedure set forth in Wis. Stat. § 74.35 to recover taxes with respect to exempt property, on January 28, 2021, Midstate timely served on the City a claim for refund to recover the tax paid in connection with the Tax Bill ("Refund Claim"). A copy of the Refund Claim as served on the City is attached hereto as Exhibit A.

19. By letter received on or about May 17, 2021, Midstate received a notice of disallowance with respect to its Refund Claim from the City ("Notice"). A copy of the Notice is attached hereto as Exhibit B.

20. Midstate was aggrieved by the levy and collection of tax on the Property and the City's failure to grant the Refund Claim.

21. Moreover, the City's failure to exempt the Property violated the rule of uniform taxation pursuant to Article VIII, Section 1 of the Wisconsin Constitution ("Uniformity Clause").

CLAIM FOR RELIEF

22. All of the foregoing paragraphs are incorporated as if fully re-alleged.

23. A tax with respect to property that was exempt by law is an "unlawful tax" pursuant to Wis. Stat. §§ 74.35(1) and 74.33(1)(c).

24. Midstate is a person aggrieved by the levy and collection of unlawful taxes by the City, and is, therefore, entitled to a refund of the tax pursuant to Wis. Stat. § 74.35(2), together with interest as provided by Wis. Stat. § 74.35(4).

25. With respect to the Refund Claim, Midstate is entitled to a refund in the amount of approximately $12,093.86, or such greater amount as may be determined by the Court, plus interest.

WHEREFORE, Midstate respectfully requests that the Court:

A. Find that the Property was exempt as machinery pursuant to Wis. Stat. § 70.111(27)(a);

B. Find that the Property was non-uniform with the assessments of other exempt and/or non-exempt property;

C. Find that the Property subject to the 2020 Assessment included the value of exempt property;

D. Find that Midstate paid tax on the 2020 Assessment;

E. Find that the tax paid on the 2020 Assessment constituted an unlawful tax for which Midstate is entitled to a refund;

F. Enter a judgment in favor of Midstate and against the City in the amount of:

1. The Tax Bill; and

2. Interest on the tax paid at the rate of 0.8% per month computed from the date the Refund Claim was served on the City; and

3. Costs and attorney's fees as allowed by law; and

4. Grant such other and further relief as the Court deems just and equitable.

Dated this 16th day of August, 2021.

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

Mailing Address:
P.O. Box 2965
Milwaukee, WI 53201-2965
Telephone: 414-298-1000
Facsimile: 414-298-8097

Douglas A. Pessefall
State Bar No. 1034109
dpessefall@reinhartlaw.com

BY *s/Douglas A. Pessefall*
Attorney for Plaintiff
Midstate Amusement Games, LLC

Item 42.

FILED
08-16-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325
Honorable Angela W. Sutkiewicz
Branch 3

AFFIDAVIT OF SERVICE ON CORPORATION

STATE OF WI CIRCUIT COURT SHEBOYGAN COUNTY

IN RE : MIDSTATE AMUSEMENT GAMES -VS- CITY OF SHEBOYGAN
CASE # : 59281860858P

Being duly sworn on my oath, I, STEPHEN MAJORS declare that I am a resident of the state of wisconsin over the age of eighteen and not a party to this action.

I served CITY OF SHEBOYGAN
by leaving a true and correct copy of the
: 2020 CLAIM FOR UNLAWFUL TAX
with MELISSA CLEVENGER \ DEPUTY CLERK
on 01/28/21 at 02:45PM
at 828 CENTER AVE #103 SHEBOYGAN, WI 53081-

STEPHEN MAJORS

State of Wisconsin, Milwaukee, County
Subscribed and Sworn to before me,

a Notary Public, on 01/29/21
My commission expires on 4/19/24

Fee 74

MYHRE PROCESS/ Milwaukee, WI 53203

EXHIBIT A

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com

January 28, 2021

Douglas A. Pessefall
Direct Dial: 414-298-8311
dpessefall@reinhartlaw.com

CLAIM OF UNLAWFUL TAX

HAND DELIVERED

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Dear Ms. DeBruin:

Re: Midstate Amusement Games, LLC
Parcel No. 59281860858P

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

Melissa Clemens ~ Deputy Clerk

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed a Statement of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2020 ("Statement"). The Statement properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim, which was assessed by the City at $450,810.00 as of January 1, 2020 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2020 tax bill in the amount of $12,093.86 ("Tax Bill").

8. The Claimant timely paid the Tax Bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is $12.093.86, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,

Douglas A. Pessefall

44881400

Enc.

PERSONAL PROPERTY TAX BILL FOR 2020

Bill #: 1129
Parcel #: 59281860858P
Alt. Parcel #:

MIDSTATE AMUSEMENT GAMES, LLC
1219 APPLETON RD
MENASHA WI 54952-1501

CITY OF SHEBOYGAN

To view payments, property information, and maps go to treasurer.sheboygancounty.com

Total Due For Full Payment
By January 31, 2021
$12,093.86
-- OR --
Pay First Installment
By January 31, 2021
$12,093.86

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
FINANCE DEPARTMENT
828 CENTER AVENUE
SHEBOYGAN WI 53081-4442
920-459-3311

Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	Payments are to be made at one of the 3	Wisconsin Bank & Trust	Bring Tax Bill, Payment, Envelope
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Drive-Thru Drop Off Service only
NO IN-PERSON PAYMENTS		655 S Taylor Drive, Sheboygan	Mon-Fri – 9:00 to 4:00
WILL BE ACCEPTED IN	ONLY DROP OFF SERVICE AVAILABLE IN BANK'S	3220 S Business Drive, Sheboygan	No Saturday collection
CITY HALL	DRIVE-THRU. Enclose a self-addressed stamped		Closed 12/24/20, 12/25/20,
	envelope if you would like a receipt.		01/01/21, and 01/18/21.

IF REQUESTING A RECEIPT, INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE. THIS INCLUDES DROPPED OFF PAYMENTS AT BANK DRIVE-THRU.

IMPORTANT INFORMATION: NO IN-PERSON PAYMENTS WILL BE ACCEPTED IN CITY HALL.
Drop Box: Located on west side of City Hall – 828 Center Avenue, Sheboygan
Dates Municipality Closed: 12/24/20, 12/25/20, 12/31/20, 1/1/21
Online Payments: www.sheboygancowi.gov - Click on property tax payment options banner on homepage. NOTE: Service fees apply.
Other Information: Email tax questions and receipt requests to: taxinfo@sheboygancowi.gov
Telephone: 920-459-3311

CO>

12/31/20

263606

Property Address

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2020
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 1129 SEQ# 950
Correspondence should refer to parcel number
PARCEL#: 59281860858P

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.
Personal	Property	450,810	0.8108	Personal	Property	556,000

☐ A star in this box means unpaid prior year taxes

Taxing Jurisdiction	2019 Est. State Aids Allocated Tax Dist.	2020 Est. State Aids Allocated Tax Dist.	2019 Net Tax	2020 Net Tax	% Tax Change
STATE OF WISCONSIN				0.00	
SHEBOYGAN COUNTY	1,676,384	1,788,950	3,038.20	2,712.70	-10.7%
CITY OF SHEBOYGAN	13,124,440	13,404,466	5,310.01	4,659.14	-12.3%
SHEBOYGAN SCHOOL	60,579,469	63,347,472	4,856.74	4,284.31	-11.8%
LTC	2,863,312	3,016,646	475.70	437.71	-8.0%
Total	78,243,605	81,557,534	13,680.65	12,093.86	-11.6%
	First Dollar Credit				
	Lottery & Gaming Credit				
	Net Property Tax		13,680.65	12,093.86	-11.6%

Gross Property Tax	12,093.86
First Dollar Credit	
Lottery Credit	
Net Property Tax	12,093.86

School taxes reduced by school levy tax credit $ 826.85

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

MIDSTATE AMUSEMENT GAMES, LLC
1219 APPLETON RD
MENASHA WI 54952-1501

Net Assessed Value Rate (Does NOT reflect credits)
0.026826955

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

TOTAL DUE FOR FULL PAYMENT
PAY BY January 31, 2021
▶ $ 12,093.86
Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

PA-6553 (R. 8-15)

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SHEBOYGAN SCHOOL	595,435.00	111.85	2037

Note Equipment

Case 2021CV000325 Document 3 Filed 08-16-2021 Page 4 of 5

City of
Sheboygan
spirit on the lake.

May 13, 2021

CERTIFIED & RESTRICTED MAIL

Attorney Douglas Pessefall
Reinhart Boerne Van Deuren S.C.
P.O. Box 2965
Milwaukee, WI 53201-2963

Re: Midstate Amusement Games, LLC Claim Against the City of Sheboygan
Date of Loss: Tax Year 2020
Claim No. 23-20

Dear Attorney Pessefall:

City of Sheboygan staff have reviewed and considered your claim dated January 28, 2021, concerning recovery of allegedly unlawful taxes. As a result, the City is denying the claim in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after ninety (90) days from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA/mms

cc: City Clerk Meredith DeBruin
Accountant Christina Lueptow
City Assessor Michael Grota
Director of Liability Claims Allison DeFranze

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov



STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF SHEBOYGAN

Electronic Notice Status Change

Case No: 2021CV000325

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

For 2021CV000325, the electronic notice preference for Sara Stellpflug Rapkin, Wisconsin attorney for MIDSTATE AMUSEMENT GAMES, LLC, has changed.

Sara Stellpflug Rapkin has registered as an electronic notice party and has agreed to file any documents and receive all communications from the court for this case electronically. You will no longer need to provide traditional paper documents to this party. You still need to provide traditional paper documents to the court and any other parties who are not electronically filing.

If you have any questions regarding this notice, please contact our office at 920-459-3068.

Sheboygan County Circuit Court
Date: September 24, 2021

FILED
09-24-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC,

Plaintiff,

v.

Case No. 21CV325
Money Judgment - 30301

CITY OF SHEBOYGAN

Defendant.

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Sara Stellpflug Rapkin of the law firm Reinhart Boerner Van Deuren s.c. hereby appears on behalf of Plaintiff, Midstate Amusement Games, LLC, in this action and requests that all notices and other documents in this action also be served upon her via the Court's e-filing system or at the address set forth below.

Dated this 24th day of September, 2021.

REINHART BOERNER VAN DEUREN S.C.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Electronically signed by Sara Stellpflug Rapkin
Sara Stellpflug Rapkin
srapkin@reinhartlaw.com
State Bar ID No. 1076539
Attorney for Plaintiff Midstate Amusement Games, LLC

46092329

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF SHEBOYGAN

Electronic Notice Status Change

Case No: 2021CV000325

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

For 2021CV000325, the electronic notice preference for Kristina Somers, Wisconsin attorney for MIDSTATE AMUSEMENT GAMES, LLC, has changed.

Kristina Somers has registered as an electronic notice party and has agreed to file any documents and receive all communications from the court for this case electronically. You will no longer need to provide traditional paper documents to this party. You still need to provide traditional paper documents to the court and any other parties who are not electronically filing.

If you have any questions regarding this notice, please contact our office at 920-459-3068.

Sheboygan County Circuit Court
Date: September 24, 2021

FILED
09-24-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC,

Plaintiff,

v.

Case No. 21CV325
Money Judgment - 30301

CITY OF SHEBOYGAN

Defendant.

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Kristina E. Somers of the law firm Reinhart Boerner Van Deuren s.c. hereby appears on behalf of Plaintiff, Midstate Amusement Games, LLC, in this action and requests that all notices and other documents in this action also be served upon her via the Court's e-filing system or at the address set forth below.

Dated this 24th day of September, 2021.

REINHART BOERNER VAN DEUREN S.C.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Electronically signed by Kristina E. Somers
Kristina E. Somers
ksomers@reinhartlaw.com
State Bar ID No. 1026028
Attorney for Plaintiff Midstate Amusement Games, LLC

46092248

FILED
09-27-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325

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

MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF SHEBOYGAN

Electronic Notice Status Change

Case No.: 2021CV000325

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

For 2021CV000325, the electronic notice preference for Douglas A. Pessefall, attorney for MIDSTATE AMUSEMENT GAMES, LLC, has changed.

Douglas A. Pessefall is no longer an electronic notice party and will not be filing any documents or receiving any communications from the court for this case electronically. You will need to provide traditional paper documents to this party and the court.

If you have questions regarding this notice, please contact our office at 920-459-3068.

Sheboygan County Circuit Court
Date: September 27, 2021

FILED
09-27-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC,

Plaintiff,

v.

Case No. 21-CV-325
Money Judgment - 30301

CITY OF SHEBOYGAN,

Defendant.

NOTICE OF WITHDRAWAL

PLEASE TAKE NOTICE that Attorney Douglas A. Pessefall hereby withdraws his appearance as counsel of record on behalf of plaintiff Midstate Amusement Games, LLC ("Plaintiff") in the above-captioned matter. Plaintiff will continue to be represented by Reinhart Boerner Van Deuren s.c. through Attorneys Kristina E. Somers, Sara Stellpflug Rapkin and Karla M. Nettleton. No party should be prejudiced by this withdrawal.

Dated this 23 day of September, 2021.

Mailing Address:
2512 N. 89th Street
Wauwatosa, WI 53226
Telephone: 414-698-1301

Douglas A. Pessefall
State Bar No. 1034109

46070113

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF SHEBOYGAN

Electronic Notice Status Change

Case No: 2021CV000325

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

For 2021CV000325, the electronic notice preference for Karla M Nettleton, Wisconsin attorney for MIDSTATE AMUSEMENT GAMES, LLC, has changed.

Karla M Nettleton has registered as an electronic notice party and has agreed to file any documents and receive all communications from the court for this case electronically. You will no longer need to provide traditional paper documents to this party. You still need to provide traditional paper documents to the court and any other parties who are not electronically filing.

If you have any questions regarding this notice, please contact our office at 920-459-3068.

Sheboygan County Circuit Court
Date: September 27, 2021

FILED
09-24-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC,

Plaintiff,

v.

Case No. 21CV325
Money Judgment - 30301

CITY OF SHEBOYGAN

Defendant.

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Karla M. Nettleton of the law firm Reinhart Boerner Van Deuren s.c. hereby appears on behalf of Plaintiff, Midstate Amusement Games, LLC, in this action and requests that all notices and other documents in this action also be served upon her via the Court's e-filing system or at the address set forth below.

Dated this 24th day of September, 2021.

REINHART BOERNER VAN DEUREN S.C.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Electronically signed by Karla M. Nettleton
Karla M. Nettleton
knettleton@reinhartlaw.com
State Bar ID No. 1098960
Attorney for Plaintiff Midstate Amusement Games, LLC

46092337

VII

R. C. No. 218 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 34-22-23 by City Clerk submitting a Summons and Complaint in the matter of Badger State Lofts, LP vs. City of Sheboygan; 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

II

R. O. No. 34 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a Summons and Complaint in the matter of Badger State Lofts, LP vs. City of Sheboygan.

_____

CITY CLERK

F+P

Item 43.

FILED
06-01-2022
Sheboygan County
Clerk of Circuit Court
2022CV000292
Honorable Samantha R. Bastil
Branch 1

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

BADGER STATE LOFTS, LP vs. CITY OF SHEBOYGAN

Electronic Filing Notice

Case No. 2022CV000292
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server
Date: 6/29/22 Time: 3:36 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2022CV000292 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: 150aea

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

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

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

Sheboygan County Circuit Court
Date: June 1, 2022

UNREDACTED

JUN 29 '22 PM 3:47

Item 43.

FILED
06-01-2022
Sheboygan County
Clerk of Circuit Court
2022CV000292
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

BADGER STATE LOFTS, LP
9311 N. Meridian Street, Suite 100
Indianapolis, IN 46260-1865,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF SHEBOYGAN,
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

SUMMONS

To each entity named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to or electronically filed with the Court, whose address 615 North 6th Street, Sheboygan, Wisconsin 53081, and to plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22 East Mifflin Street, Suite 700, Madison, Wisconsin 53703. You may have an attorney help or represent you.

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

Dated this 1st day of June, 2022.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 700
Milwaukee, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Milwaukee, WI 53701-2018

Electronically signed by Don M. Millis
Don M. Millis
State Bar ID No. 1015755
Sara Stellpflug Rapkin
State Bar ID No. 1076539
Shawn E. Lovell
State Bar ID No. 1079801
Karla M. Nettleton
State Bar ID No. 1098960
Attorneys for Plaintiff

Item 43.

FILED
06-01-2022
Sheboygan County
Clerk of Circuit Court
2022CV000292
Honorable Samantha R Bastil
Branch 1

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

BADGER STATE LOFTS, LP
9311 N. Meridian Street, Suite 100
Indianapolis, IN 46260-1865,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF SHEBOYGAN,
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

COMPLAINT

Plaintiff Badger State Lofts LP ("Plaintiff"), by its undersigned counsel, Reinhart Boerner Van Deuren s.c., for its Complaint against the defendant the City of Sheboygan (the "City"), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Plaintiff by the City for the 2021 tax year, plus statutory interest, with respect to a parcel of real property in the City (the "Property").

2. Plaintiff is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 1031 Maryland Avenue, within the City, and is identified in the City's records as Tax Parcel No. 59281505650.

JURISDICTION AND VENUE

5. The Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

BACKGROUND FACTS

2021 Assessment - Background Facts

7. The Department of Revenue determined that the aggregate ratio of property assessed in the City was 78.6759827% as of January 1, 2021.

8. For 2021, property tax was imposed on property in the City at the rate of $26.21 per $1,000 of assessed value for the Property.

9. For 2021, the City's assessor set the assessment of the Property at $14,307,000.

10. Plaintiff did not receive any notice of the changed assessment pursuant to Wis. Stat. § 70.365. Therefore, Plaintiff was not required to comply with City's Board of Review procedures pursuant to Wis. Stat. § 74.37(4)(a).

11. The City imposed tax on the Property in the amount of $374,992.28.

12. Plaintiff timely paid the property taxes imposed by the City on the Property for 2021, or the required installment thereof.

13. On January 31, 2022, Plaintiff timely and personally served on the City Clerk a claim for excessive assessment pursuant to Wis. Stat. § 74.37(2) (the "2021 Claim"). A true and

correct copy of the 2021 Claim is attached hereto as **Exhibit A** and is incorporated herein by reference.

14. On or about March 4, 2022, Plaintiff received a letter from the City, stating that the City Common Council considered the 2021 Claim and disallowed the 2021 Claim in its entirety (the "2021 Disallowance"). A true and correct copy of the 2021 Disallowance is attached hereto as **Exhibit B** and is incorporated herein by reference

CLAIM FOR RELIEF

15. The allegations of paragraphs 1-14 are incorporated as if fully re-alleged herein.

2021 Assessment - Claim for Relief

16. The fair market value of the Property as of January 1, 2021 was no higher than $6,500,000.

17. Based on the aggregate ratio of 78.6759827%, the correct assessment of the Property for the 2021 tax year was no higher than $5,113,939.

18. Based on the tax rate of $26.21 per $1,000 of assessed value, the correct amount of property taxes on the Property for the 2021 tax year is no higher than $134,038.

19. The 2021 assessment of the Property, as set by the City's Assessor and compared with other commercial properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2021 may be excessive in at least the amount of $240,954.

20. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.

21. Plaintiff is entitled to a refund of 2021 tax in the amount of at least $240,954, or such greater amount as may be determined to be due to Plaintiff, plus statutory interest.

WHEREFORE, Plaintiff respectfully requests the following relief:

A. A determination that the assessment of the Property for 2021 should be no higher than $5,113,939;

B. A determination that the correct tax on the Property for 2021 should be no higher than $134,038;

C. Judgment in the amount of $240,954 or such greater amount as may be determined due to Plaintiff, plus statutory interest;

D. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorneys; and

E. Such other and further relief as the Court deems appropriate and just.

Dated this 1st day of June, 2022.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 700
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

47405268

Electronically signed by Don M. Millis
Don M. Millis
State Bar ID No. 1015755
Sara Stellpflug Rapkin
State Bar ID No. 1076539
Shawn E. Lovell
State Bar ID No. 1079801
Karla M. Nettleton
State Bar ID No. 1098960
Attorneys for Plaintiff

Item 43.

Rec'd JAN 31 '22 11:25 MD

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com

EXHIBIT A

January 26, 2022

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Process Server PaM/N
Date 1/31/22 Time: 11:28 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Meredith DeBruin, Clerk
City of Sheboygan
City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 5308

Dear Clerk: Re: Tax Parcel No. 59281505650

Now comes Claimant, Badger State Lofts LP, owner of parcel 59281505650 0 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2021, plus statutory interest, with respect to the Property.

2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue in the City.

4. The Property is located at 1031 Maryland Avenue within the City and is identified in the City's records as Tax Parcel No. 59281505650.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 78.6759827% as of January 1, 2021.

6. For 2021, property tax was imposed on property in the City at the rate of $26.210405per $1,000 for of the assessed value for Property.

7. For 2021, the City's assessor set the assessment of the Property at $2,759,000.

8. Claimant did not receive any notice of the changed assessment pursuant to Wis. Stat. § 70.365. Therefore, Claimant was not required to comply with City's Board of Review procedures pursuant to Wis. Stat. § 74.37(4)(a).

9. The City imposed tax on the Property in the amount of $374,992.28.

10. Claimant timely paid the property taxes imposed by the City on the Property for 2021, or the required installment thereof.

11. The fair market value of the Property as of January 1, 2021 was no higher than $6,500,000.

12. Based on the aggregate ratio 78.6759827%, the correct assessment of the Property for 2021 is no higher than $5,113,939.

13. Based on the tax rate of $26.210405 per $1,000 of assessed value, the correct amount of property tax on the Property for 2021 should be no higher than $134,038.

14. The 2021 assessment of the Property, as set by the City's Board of Assessors and compared with other properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2021 was excessive in at least the amount of $240,954.

16. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.

17. Claimant is entitled to a refund of 2021 tax in the amount of $240,954, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

18. The amount of this claim is $240,954, plus interest thereon.

Dated at Madison, Wisconsin, this 26th day of January, 2022.

Sincerely yours,

Don M. Millis
Agent for Claimant

46684067

City of
Sheboygan
spirit on the lake.

March 4, 2022

RECEIVED
MAR 15 2022
By

CERTIFIED & RESTRICTED MAIL

Reinhart Boerner Van Deuren s.c.
c/o Attorney Don Millis
22 East Mifflin Street, Suite 700
Madison, WI 53701-2018

Re: Your Claimant: Badger State Lofts LP
Date of Loss: 2021 Tax Year

Dear Attorney Millis:

City of Sheboygan staff have reviewed and considered your claim filed on January 31, 2022, concerning damages your claimant allegedly received, and denied it in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA/mms

cc: City Clerk Meredith DeBruin
Financial Reporting Analyst Margo Wagner
Director of Liability Claims Allison DeFranze

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

EXHIBIT
B
652

Item 43.

CERTIFIED MAIL

YGAN CITY ATTORNEY
NTER AVENUE, SUITE 2
YGAN, WI 53081

MILWAUKEE WI 530
4 MAR 2022 PM 4 L

7016 2710 0000 7505 1581

quadient
FIRST-CLASS MAIL
IMI
$013.33 ⁰
03/04/2022 ZIP 53081
043M31230357

US POSTAGE

RESTRICTED DELIVERY

N RECEIPT
QUESTED

Reinhart Boerner Van Deuren s.c
c/o Attorney Don Millis
22 East Mifflin Street, Suite 700
Madison, WI 53701-2018

MON

RESTRICTED DELIVERY

53703-422575

VI

R. C. No. 217 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 48-22-23 by City Clerk submitting a Summons and Complaint in the matter of One More Time, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

R. O. No. 48 - 22 - 23. By CITY CLERK. August 1, 2022.

Submitting a Summons and Complaint in the matter of One More Time, LLC vs. City of Sheboygan.

_____

CITY CLERK

FILED JU
07-20-2022
Sheboygan County
Clerk of Circuit Court
2022CV000377
Honorable Kent Hoffmann
Branch 2

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

One More Time, LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2022CV000377
Class Code: Petition for Writ of Certiorari

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server
Date: 7/22/22 Time: 11:40 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2022CV000377 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: 64b2f7

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: July 20, 2022

UNREDACTED

FILED
07-20-2022
Sheboygan County
Clerk of Circuit Court
2022CV000377
Honorable Kent Hoffmann
Branch 2

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

ONE MORE TIME, LLC
c/o 4139 Cherrywood Court, Apt. A-101
Sheboygan, WI 53081
Joseph P. Bonelli, Agent

Plaintiff,

v.

Case No.
Case Code: 30955, 30952

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendant.

SUMMONS

THE STATE OF WISCONSIN

TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

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

Within twenty (20) days of receiving this Summons (45 days if you are the State of Wisconsin and 60 days if you are the United States of America), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is:

Clerk of Courts
Sheboygan County Courthouse
615 North 6th Street
Sheboygan, Wisconsin 53081

and to plaintiff's attorney, whose address is:

Peter R. Mayer
Mayer Law Firm, S. C.
502 North 6th Street
Sheboygan, WI 53081
peter@wisclawyer.com

You may have an attorney help or represent you.

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

Dated this 20th day of July, 2022.

MAYER LAW FIRM, S. C.

By
Peter R. Mayer
State Bar No. 1009680
Attorney for One More Time, LLC

Mayer Law Firm, S. C.
502 North 6th Street
Sheboygan, WI 53081
Telephone (920) 980-8241
Facsimile (920) 451-0500
E-mail: peter@wisclawyer.com

Item 44.

FILED
07-20-2022
Sheboygan County
Clerk of Circuit Court
2022CV000377
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

ONE MORE TIME, LLC
c/o 4139 Cherrywood Court, Apt. A-101
Sheboygan, WI 53081
Joseph P. Bonelli, Agent

Plaintiff,

v.

Case No.
Case Code: 30955, 30952

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendant.

COMPLAINT AND PETITION FOR CERTIORARI REVIEW PURSUANT TO WIS. STAT. SECTIONS 68.13 and 125.12(2)(d)

NOW COMES the above-named plaintiff, One More Time, LLC, a Wisconsin limited liability company, by its attorney, Mayer Law Firm, S.C., by Peter R. Mayer, as and for causes of action against the above-named defendant, hereby submits this Complaint for Certiorari Review pursuant to Sections 68.13 and 125.12(2)(d), Wis. Stats., with respect to the revocation of City of Sheboygan Alcohol Beverage License No. 2301 previously held by Plaintiff, which revocation was purportedly recommended by Licensing, Hearings, and Public Safety Committee of the City of Sheboygan on June 8, 2022, and adopted as a resolution by the Common Council of the City of Sheboygan on June 20, 2022, and this Complaint for Writ of Mandamus pursuant to Chapter 783, Wis. Stats. with respect to City of Sheboygan Ordinance 10-46, City of Sheboygan Ordinance 10-39 and Section 125.12, Wis. Stats., and herein alleges and shows to the Court as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to Wis. Stats. Sections 68.13, 125.12(2)(d), and 783.01.

2. Venue is proper in this Court pursuant to Wis. Stats. Section 801.50(2)(a), (b), and c) because Sheboygan County is the county where the claim arose, the county where the real estate which is the subject of the action is located, and the county where the Defendant does business.

PARTIES

3. One More Time, LLC, is a Wisconsin limited liability company (the "Plaintiff") having a principal business location at 1235 Pennsylvania Avenue in the City of Sheboygan, Sheboygan County, Wisconsin (the "Premises"), a registered agent office of c/o 502 North 6th Street, Sheboygan, Wisconsin 53081, and a temporary business location address of 4139 Cherrywood Court, Apt. A-101, Sheboygan, WI 53081.

4. City of Sheboygan (the "City") is a body corporate in the State of Wisconsin, duly organized under Wis. Stats. Chapter 66 as a city with its offices located at 828 Center Avenue, Sheboygan, WI 53081.

FACTS

5. The Plaintiff and its affiliated limited liability companies, all of which have been solely owned by Joseph P. Bonelli and of which he has been the sole member ("Agent") operated a tavern establishment selling alcohol, food, and other beverages to the public (the "Business") at the Premises since 2005.

6. The operation of the Business at the Premises, including specifically the sale of alcohol to customers, was under the authority of City of Sheboygan Alcohol Beverage License No. 2301 (the "License").

7. Commencing in the second half of 2019, Plaintiff temporarily reduced the hours of operation of the Business at the Premises, which reduction in hours of operation was later affected by the Covid pandemic, including by governmental orders requiring the cessation of Business for certain periods of time and recommendations against conducting public operations of the Business for the safety and well-being of the public.

8. Plaintiff made the Premises available for sale but continued to operate the Business from time to time and at no point abandoned, suspended, or ceased operations of the Business for a continuous period of at least six (6) months.

9. Plaintiff operated the Business at the Premises on October 3, 2021, and the City acknowledged and agreed that Plaintiff operated the Business at the Premises on such date, as documented on Exhibit A attached hereto and incorporated herein by this reference.

10. Between October of 2021 and March of 2022, Plaintiff and Bonelli had two different prospective purchasers who both agreed to purchase the Premises, had the financial ability to purchase the Premises under the terms offered, had past experience in the operation of a tavern, had appropriate personal character to be eligible for the issuance of an alcohol beverage license, and indicated a desire for Plaintiff to conditionally surrender the License after the payment of the down payment and earnest money so that the purchasers could obtain a new alcohol beverage license from the City of Sheboygan and operate the Premises from and after the date of closing (the "Potential Sales of the Premises").

11. As a result of the Potential Sales of the Premises and in order to increase the likelihood of consummating the sale of the Premises, Bonelli delayed resumption of the full operation of the Business during the time that the Potential Sales of the Premises were being addressed.

12. During March of 2022, Bonelli determined that the Potential Sales of the Premises might no longer be viable and decided to resume the Plaintiff's operation of the Business.

13. City of Sheboygan Ordinances and Chapter 125, Wis. Stats., do not require a holder of a retail alcohol beverage license to conduct business a certain minimum number of hours or a certain minimum number of days or to advertise an open business in a certain manner.

14. City of Sheboygan Ordinance 10-46 ("Ordinance 10-46") provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall be subject to revocation, which ordinance is documented on Exhibit B attached hereto and incorporated herein by this reference.

15. Ordinance 10-46 does not require a minimum number or amount of sales of alcohol by the licensee.

16. Ordinance 10-46 has in the past consistently been interpreted by the Office of the City Attorney for the City of Sheboygan to require only operation of Business with the sale of alcohol to members of the public on a single day within not more than a six (6) month period.

17. During March and April of 2022, Bonelli, for and on behalf of himself and Plaintiff, contacted the Office of the City Attorney for the City of Sheboygan and the Licensing Clerk of the City of Sheboygan numerous times to seek advice and obtain confirmation relating to the Plaintiff's compliance with Ordinance 10-46 to prevent the revocation of the License, which communication is documented on Exhibits C and D attached hereto and incorporated herein by this reference.

18. On March 31, 2022, commencing at 11:45 AM, Bonelli had a 20-minute telephone call with City Attorney Adams relating to compliance with Ordinance 10-46 (the "March Advice Call"), and during the March Advice Call City Attorney Adams stated that Bonelli could either request an extension by the City Common Council or open for business to the public again within six (6) months of the last date of business, which communication is documented on Exhibit D attached hereto and incorporated herein by this reference.

19. During the March Advice Call, City Attorney Adams stated that an extension by City Common Council was discretionary, but that opening for business to the public would not be subject to discretionary determination.

20. During the March Advice Call, City Attorney Adams recommended that the Business could simply open for business to the public for one day within the six months and used as an example the action by Curt Hinz, another holder of a City liquor license, to reopen for one day.

21. Bonelli viewed the information provided by City Attorney Adams as legal advice provided to him to assist Plaintiff in complying with Ordinance 10-46.

22. Bonelli secured the services of a licensed bartender and two additional servers to work at the Premises on April 1, 2022 (the "Continuous Business Day"), confirmed that the Premises would have sufficient inventory for operation of the Business, posted messages on Facebook confirming that the Premises was open for Business, posted photographs taken on the Continuous Business Day, and required the bartender and servers to use the cash register on the Continuous Business Day because the POS system was not programmed, as documented on the affidavits attached hereto as Exhibit E and incorporated herein by this reference.

23. Despite numerous calls by Bonelli to Office of the City Attorney for the City of Sheboygan and the Licensing Clerk of the City of Sheboygan starting on April 4, 2022 and continuing until June 7, 2022, the City refused to confirm whether or not Plaintiff was in compliance with Ordinance 10-46 as a result of the operations on the Continuous Business Day, until Bonelli

was served with the Summons and Complaint shortly before the Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing") before the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee").

24. The Committee is a committee of the City Council of the City of Sheboygan, as described in Section 125.12(2)(b)3., Wis. Stats.

25. On the day before the Hearing, Bonelli attempted one more time to understand the basis for the claim by the City that the Plaintiff was not in compliance with Ordinance 10-46, and communicated by e-mail with City Attorney Adams, as documented in the e-mail to City Attorney Adams and his reply attached hereto as Exhibit F and incorporated herein by this reference.

26. City Attorney Adams regularly advises, and when required directs, the Committee as to legal options and alternatives, witness testimony, and procedure, and provides the Committee with recommendations on licensees, including when licensees appear before the Committee for regulatory or quasi-judicial action.

27. On the day before the Hearing, in the e-mail attached hereto as Exhibit F, City Attorney Adams informed Bonelli that rather than continue to advise the Committee or withdraw entirely from the matter, City Attorney Adams would be prosecuting the complaint against the Plaintiff.

28. In the e-mail attached hereto as Exhibit F, City Attorney Adams informed Bonelli that Attorney Joseph Voelkner, the partner of an attorney who represented and advised one of the two potential purchasers in the Potential Sales of the Premises, would by representing and advising the Committee at the Hearing.

29. During the Hearing, at the first available opportunity and prior to any witnesses, Bonelli attempted to object to City Attorney Adams' and Attorney Voelkner's involvement in the Hearing and request an adjournment in order to address his objection, but Attorney Voelkner prevented him from raising objections at that time because Attorney Voelkner had a specific order of procedure, and Bonelli later objected to City Attorney Adams' and Attorney Voelkner's involvement in the Hearing.

30. During the Hearing, Bonelli was sworn under oath and testified that the Plaintiff operated the Business at the Premises on the Continuous Business Day.

31. The complainant did not provide any evidence that the Plaintiff did not operate the Business at the Premises on the Continuous Business Day.

32. During the Hearing, City Attorney Adams provided testimony and evidence while at the same time acting as legal counsel for the complainant at the Hearing and without first being sworn under oath.

33. After the Hearing was closed, the Committee and Attorney Voelkner adjourned into closed session and after returning voted to recommend that the City Council revoke the License.

34. The Committee purportedly prepared a document intended to constitute the report described in Section 125.12(2)(b)3., Wis. Stats. (the "Purported Report"), a copy of which Purported Report initially prepared and sent to Plaintiff is attached hereto as Exhibit G and incorporated herein by this reference..

35. The Purported Report did not state whether the Committee found as a matter of fact that the Plaintiff did or did not operate the Business at the Premises on the Continuous Business Day.

36. The Purported Report did not state whether the Committee found as a matter of fact that the Plaintiff's operation of the Business at the Premises on the Continuous Business Day was or was not sufficient to comply with Ordinance 10-46.

37. The Purported Report was conclusory in nature and did not present statements of supporting facts, contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats.

38. The Office of the City Attorney notified the Plaintiff and Bonelli in writing of the right to object to the Purported Report and to present arguments supporting the objection to the City Council on August 20, 2022 (the "Right to Object Notice").

39. Contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats., the Right to Object Notice did not inform the Plaintiff whether the arguments supporting the objection shall be presented orally or in writing or both.

40. At no time did the City inform the Plaintiff, Bonelli, or legal counsel for them whether the arguments supporting the objection shall be presented to the City Council orally or in writing or both, despite repeated inquiries on this.

41. A few business days before the June 20, 2022 City Council meeting (the "City Council Review Meeting"), a secretary in the Office of the City Attorney notified the Plaintiff and Bonelli via e-mail that the Right to Object Notice incorrectly identified the date of the City Council

review of the Purported Report and informed the Plaintiff and Bonelli that the Purported Report would be confirmed at the City Council Review Meeting if no objection was made.

42. The Plaintiff, by its legal counsel, immediately notified various city officials via e-mail of objections to proceeding at the City Council Review Meeting due to the erroneous identification of the date of the City Council review in the Right to Object Notice, the inability to deliver necessary documents relating to the objection in time for the City Council Review Meeting, requested the immediate delivery of a transcript of the Hearing, objected to the continued involvement of City Attorney Adams except as a witness, objected to the Purported Report, and requested a de novo hearing based upon the involvement of the attorneys creating bias and preventing a fair hearing (the "Objection E-mail"), as documented on the Objection E-mail, a copy of which is attached hereto as Exhibit H and incorporated herein by this reference.

43. The Plaintiff, by its legal counsel, sent via e-mail and hand-delivered a letter dated June 17, 2022 to the City Clerk and various City officials, containing objections to proceeding at the City Council Review Meeting due to the erroneous identification of the date of the City Council review in the Right to Object Notice, the inability to deliver necessary documents relating to the objection in time for the City Council Review Meeting, requested the immediate delivery of a transcript of the Hearing, objected to the continued involvement of City Attorney Adams except as a witness, objected to the Purported Report, and requested a de novo hearing based upon the involvement of the attorneys creating bias and preventing a fair hearing (the "Objection Letter"), as documented on the Objection Letter and a subsequent e-mail, a copy of which is attached hereto as Exhibit I and incorporated herein by this reference, and which copy of the Objection Letter hand-delivered to the City Clerk also included the affidavits attached hereto as Exhibits D and E and incorporated herein by this reference.

44. The City Clerk informed the Plaintiff, through its legal counsel, that the City Council Review Meeting would proceed and that the only way Plaintiff could be assured that the City Council would hear its oral objection is if it was presented during the five minute citizen comment agenda item at the beginning of the City Council meeting, contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats.

45. The Plaintiff, through its legal counsel, presented its objections to the City Council during the allotted five minute citizen comment section, objecting to the Purported Report and the

recommended revocation based upon the uncontroverted evidence presented at the Hearing that the Plaintiff operated the Business at the Premises on the Continuous Business Day and the other objections contained in the Objection E-Mail and the Objection Letter.

46. The Purported Report was attached to the agenda of the City Council for the City Council Review Meeting, without any signatures of the Committee members on the signature blanks evidencing adoption or approval of the Purported Report by the Committee, contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats., as documented on the City agenda link https://mccmeetings.blob.core.usgovcloudapi.net/sheboygnwi-pubu/MEET-Packet-59c9340e237d49c38fc75bfe4c2f7000.pdf and on the Purported Report, a copy of which is attached hereto as Exhibit J and incorporated herein by this reference.

47. The City Council, without any discussion relating to the Plaintiff or the License and as a part of a block of other license approvals referred by the Committee, voted to revoke the License, as documented on the Minutes of the City Council Review Meeting, a copy of which is attached hereto as Exhibit J and incorporated herein by this reference.

48. The Plaintiff, by its legal counsel, sent via e-mail and hand-delivered a letter dated June 20, 2022 to the City Clerk, requesting the immediate delivery of a transcript of the Hearing (the "Transcript Request Letter"), as documented on the Transcript Request Letter, a copy of which is attached hereto as Exhibit J and incorporated herein by this reference, and City referred Plaintiff to YouTube link **https://www.youtube.com/watch?v=hXZu-YdI1Ds** rather than comply with Wisconsin Statutes.

CLAIMS FOR RELIEF

FIRST CLAIM - THE CITY EXCEEDED ITS JURISDICTION BECAUSE ORDINANCE SIMPLY REQUIRES THAT A LICENSEE HAVE NO GAP IN OPERATIONS OF LONGER THAN SIX (6) MONTHS, WHICH GAP IN OPERATIONS DID NOT OCCUR AT THE PREMISES.

As and for a first cause of action against City, Plaintiff alleges and shows to the Court as follows:

49. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

50. Ordinance 10-46 provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall then be subject to revocation.

51. Ordinance 10-46 does not require a minimum number or amount of sales of alcohol by the licensee, minimum hours, or minimum days, but only provides jurisdiction if there is a suspension or cessation of business six months or longer.

52. Plaintiff operated the Business by being open for business and conducting sales of alcohol to general members of the public on at least October 3, 2021 and the Continuous Business Day, a period of less than six months.

53. Since Ordinance 10-46 consistently been interpreted by the Office of the City Attorney for the City of Sheboygan to require only operation of Business with the sale of alcohol to members of the public on a single day within not more than a six (6) month period, the City did not have jurisdiction or authority to revoke the License.

54. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises.

SECOND CLAIM - THE CITY DEPRIVED THE PLAINTIFF OF ITS RIGHT OF DUE PROCESS IN THE MANNER OF REVOKING OF THE LICENSE.

As and for a second cause of action against City, Plaintiff alleges and shows to the Court as follows:

55. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

56. Foremost, among a multitude of substantive and procedural defects and errors preventing the Plaintiff from having a fair Hearing without bias was the multi-faceted roles of City Attorney Adams, acting on March 31, 2022, as legal advisor to the Plaintiff in informing Bonelli that he should open the Premises to Business for at least one day during the six month period, then City Attorney Adams left Bonelli without any reply or confirmation during an almost two month period, until City Attorney Adams took up the position of prosecutor of the complaint before the Committee, which was acting as a quasi-judicial body and accustomed to receiving the advice, direction, and recommendations from City Attorney Adams and for which he provided the introduction to the Hearing as if he was representing the Committee and was identified as such on his virtual meeting caption, City Attorney Adams then provided information and evidence by his testimony without first being sworn as a witness at the Hearing, which defects when combined prevented the Plaintiff from receiving a fair hearing, then City Attorney Adams' office gave a faulty Right to Object Notice, and

finally City Attorney Adams resumed his role before the City Council during the City Council Review Meeting as well.

57. The procedural defect of not informing Plaintiff of the proper date for the City Council Review Meeting, until the cusp of the meeting, or the manner in which the arguments in support of the objection could be presented deprived the Plaintiff of its right to Due Process.

58. The procedural defect of having attorneys with apparent conflicts of interest conducting the Hearing and prosecuting the complaint during the Hearing deprived the Plaintiff of its right to Due Process and prevented a fair Hearing.

59. The defect in the preparation and review of the Purported Report and Plaintiff's objections to the Purported Report, including the absence of signatures confirming approval when the Purported Report was submitted to the City Council, the absence of factual determinations in support of the conclusion found by the Committee in the Purported Report, the lack of direction on how arguments could be presented by Plaintiff to the City Council, the erroneous information on the date of the City Council Meeting Review in the Right of Objection Notice prevented reasonable preparation for and presentation of the objection to the Purported Report, the requirement that Plaintiff appear during the citizen comment section of the agenda rather than during the review of the objections to the Purported Report, and the consolidation of the Plaintiff's objections with batches of other licenses presented for renewal into a single enmeshed resolution prevented anything other than a cursory consideration of the objection by the City Council, and thus deprived the Plaintiff of its right to Due Process.

60. The affidavits attached as Exhibits D and E, and incorporated herein by this reference and supplement the record of the Hearing, were not part of the record at the Hearing but were provided to the City Clerk before the City Council Review Meeting, and provide additional irrefutable proof that the Plaintiff operated the Business at the Premises on the Continuous Business Day.

61. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises, or at a minimum, in the alternative, order a de novo hearing by the Committee.

THIRD CLAIM - THE CITY DECISIONS ON THE LICENSE WERE ARBITRARY AND UNREASONABLE BECAUSE THEY REPRESENT THE WILL RATHER THAN THE JUDGMENT OF THE CITY.

As and for a third cause of action against City, Plaintiff alleges and shows to the Court as follows:

62. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

63. Ordinance 10-46 clearly provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall then and only then be subject to revocation.

64. The City acknowledged and agreed that Plaintiff conducted Business on October 3, 2022, and Plaintiff provided uncontroverted testimony at the Hearing that Plaintiff operated the Business at the Premises on the Continuous Business Day, thereby complying with Ordinance 10-46.

65. The Purported Report was unsigned and does not provide any determination of supporting facts relating to the issue on compliance with Ordinance 10-46, but merely concludes that the Plaintiff violated Ordinance 10-46, thus confirming the arbitrary and unreasonable nature of the Purported Report and the City Council adoption of the recommendation of the Committee.

66. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises.

FOURTH CLAIM - THE CITY DECISIONS ON THE LICENSE TREAT THE PLAINTIFF IN AN UNEQUAL MANNER TO OTHER LICENSEES AND WERE ARBITRARY AND UNREASONABLE BECAUSE THEY REPRESENT THE WILL RATHER THAN THE JUDGMENT OF THE CITY.

As and for a fourth cause of action against City, Plaintiff alleges and shows to the Court as follows:

67. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

68. Ordinance 10-46 clearly provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall then and only then be subject to revocation.

69. The City acknowledged and agreed that Plaintiff conducted Business on October 3, 2022, and Plaintiff provided uncontroverted testimony at the Hearing that Plaintiff operated the Business at the Premises on the Continuous Business Day, thereby complying with Ordinance 10-46.

70. Ordinance 10-46 has in the past consistently been interpreted by the Office of the City Attorney for the City of Sheboygan to require only operation of Business with the sale of alcohol to members of the public on a single day within not more than a six (6) month period.

71. City Attorney Adams provided an example to the Plaintiff of how Ordinance 10-46 has been applied to other licensees who open for only one day to satisfy the requirement that a licensee not suspend or cease doing business for six months.

72. The Plaintiff has been treated differently from other licensees and such treatment is arbitrary and unreasonable.

73. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises.

FIFTH CLAIM - CITY HAS FAILED TO ADHERE TO ITS ORDINANCE AND CHAPTER 125 OF THE WISCONSIN STATUTES.

As and for a fourth cause of action against City, Plaintiff alleges and shows to the Court as follows:

74. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

75. Plaintiff requested in writing on at least two occasions, the Objection Letter and the Transcript Request Letter, that City provide a transcript of the Hearing, as required by Section 125.12(2)(b)2., Wis. Stats., and City has failed and refused to provide the transcript.

76. Plaintiff is entitled to the re-issuance by the City of a License for the Premises pursuant to the four claims set forth above, but City may fail or refuse to issue the License to the Plaintiff, which prevents Plaintiff from conducting Business.

77. The preparation of a transcript of the Hearing and the issuance of the License are not discretionary actions.

78. A writ of mandamus requiring the City to provide a transcript of the Hearing to Plaintiff and to issue the License to the Plaintiff for the Premises provides the City with a clear and concise direction in a ministerial action.

79. Therefore, this Court should issue a writ of mandamus requiring the City to provide a transcript of the Hearing to the Plaintiff and to issue the License to the Plaintiff for the Premises, or in the alternative, retain jurisdiction in this matter to confirm that City has complied with its other orders.

WHEREFORE, One More Time, LLC respectfully requests the following relief:

A. That a Writ of Certiorari be granted and issued by this Court directed to the City of Sheboygan Clerk, City of Sheboygan Licensing Clerk, and City of Sheboygan Common Council, the record and proceedings of the Quasi-Judicial Hearing conducted on June 8, 2022 before the City of Sheboygan Licensing, Hearings and Public Safety Committee and the June 20, 2022 City of Sheboygan Common Council at issue herein be certified and transmitted to this Court;

B. Review and reversal of the decisions of the Quasi-Judicial Hearing conducted on June 8, 2022 before the City of Sheboygan Licensing, Hearings and Public Safety Committee and the June 20, 2022 City of Sheboygan Common Council at issue herein;

C. That the City of Sheboygan Clerk, City of Sheboygan Licensing Clerk, and City of Sheboygan Common Council be ordered and directed to reissue to One More Time, LLC the City of Sheboygan Alcohol Beverage License No. 2301 previously held by Plaintiff;

D. In the alternative and in the event that only the second claim of Plaintiff be found in favor of, that City of Sheboygan Licensing, Hearings and Public Safety Committee and the City of Sheboygan Common Council be ordered to conduct a de novo hearing without involvement of attorneys with conflicts;

E. For the costs and disbursements of this action as provided by law; and

F. For such other and further relief as the court deems just and proper.

Dated this 20th day of July, 2022.

MAYER LAW FIRM, S. C.



By

Peter R. Mayer
State Bar No. 1009680
Attorney for One More Time, LLC

Mayer Law Firm, S. C.
502 North 6th Street
Sheboygan, WI 53081
Telephone (920) 980-8241
Facsimile (920) 451-0500
E-mail: peter@wisclawyer.com

Fassbender, Melissa

From: Adams, Charles
Sent: Friday, March 11, 2022 10:05 AM
To: Joseph Bonelli
Cc: Fassbender, Melissa; Hoffman, Kathryn; DeBruin, Meredith
Subject: RE: Mojo



Thank you. Can you provide confirmation that among the sales was the sale of alcohol? I would assume so, but we did just have an issue with someone who wanted to only serve food and that does not qualify as "business of the license."

Assuming the confirmation, the six-months would run out on April 3. The transfer would need to take place and the new business be opened by that day.

Chuck

From: Joseph Bonelli <mojobar@icloud.com>
Sent: Friday, March 11, 2022 9:56 AM
To: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Subject: Mojo

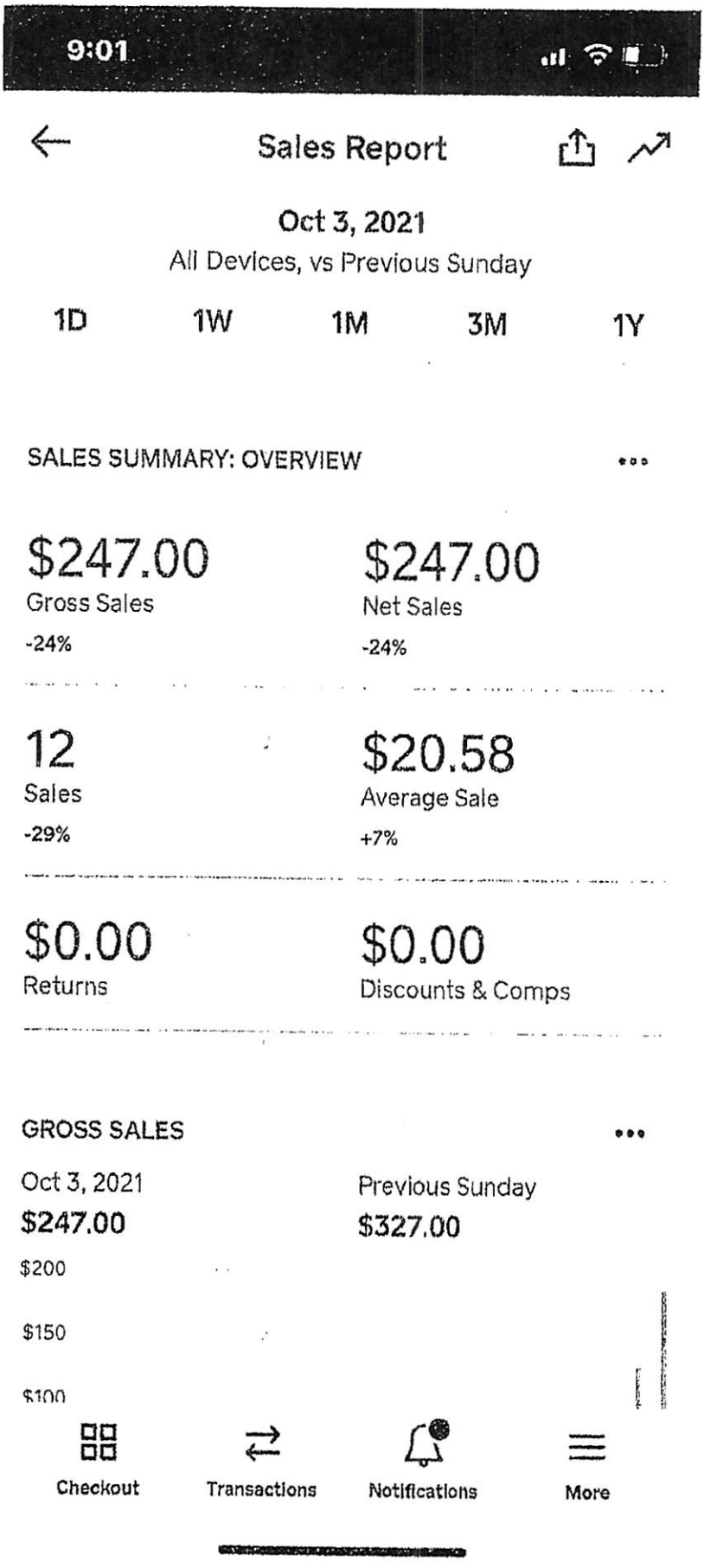
Good morning Attorney Adams,
Thanks for taking the time to speak with me yesterday.

I have attached our daily log of October the 3rd 2021, of our point of sale system as per our conversation. Hopefully this will resolve the situation and eliminate the need for the hearing with the common council. In the meantime, I hope to have the transition for the business to be done in the next week or two. At that point I would surrender my license to the new owners. It is critical that we retain our license until that point as the deal we have in place is contingent on the license.

Thanks once again for your time and understanding. Please call with any questions or concerns. Otherwise, I will touch base with you later today.

Joe Bonelli
920-254-0564

EXHIBIT A
(4 pages)


9:01
Sales Report
Oct 3, 2021
All Devices, vs Previous Sunday
1D
1W
1M
3M
1Y
SALES SUMMARY: OVERVIEW
$247.00
Gross Sales
-24%
$247.00
Net Sales
-24%
12
Sales
-29%
$20.58
Average Sale
+7%
$0.00
Returns
$0.00
Discounts & Comps
GROSS SALES
Oct 3, 2021
$247.00
Previous Sunday
$327.00
$200
$150
$100
Checkout
Transactions
Notifications
More

Fassbender, Melissa

From: Adams, Charles
Sent: Friday, March 11, 2022 1:03 PM
To: Joseph Bonelli
Cc: Fassbender, Melissa; Hoffman, Kathryn
Subject: RE: Mojo



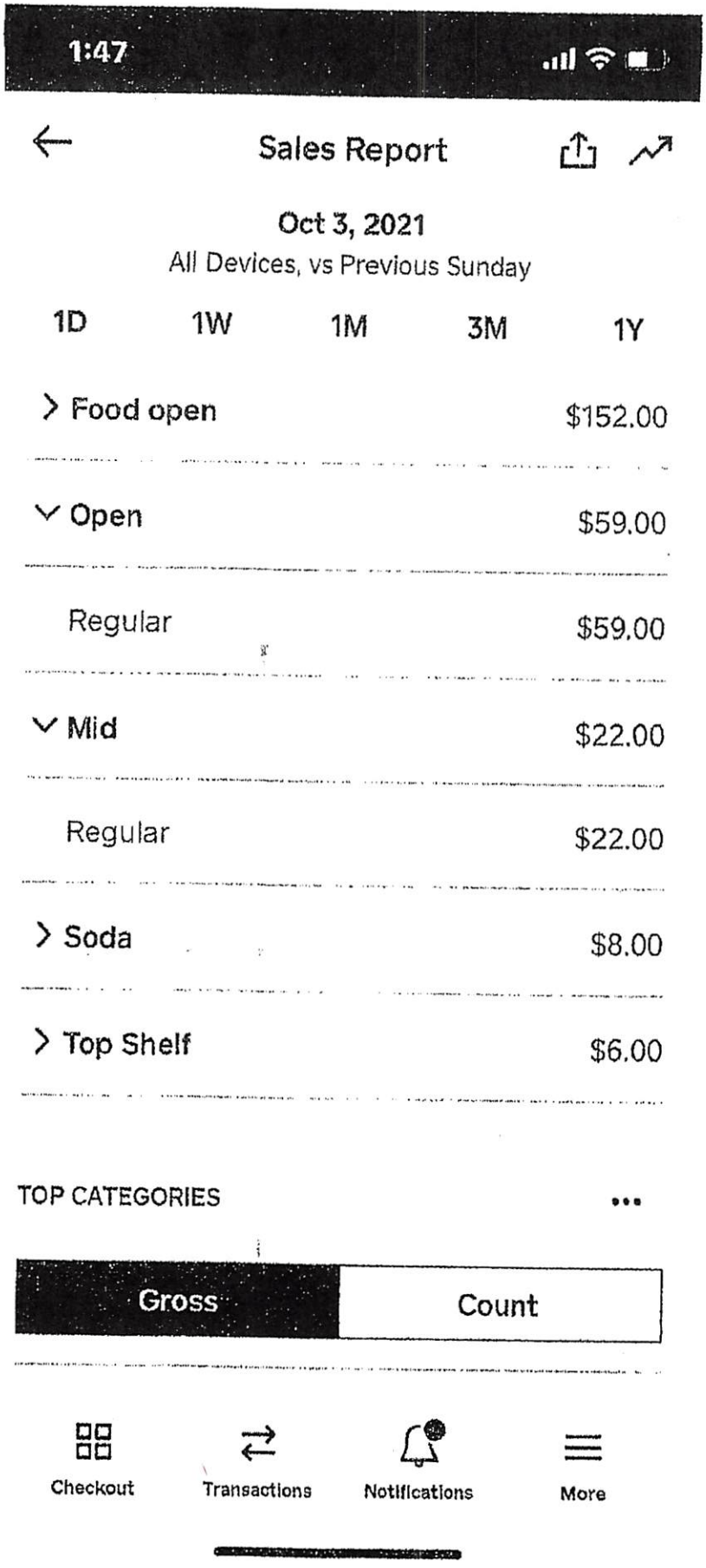
Got it, thanks!

From: Joseph Bonelli <mojobar@icloud.com>
Sent: Friday, March 11, 2022 12:54 PM
To: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Subject: Mojo

Hello Attorney Adams,
I just received your email and that completely makes sense. I've attached another breakdown. The areas that are labeled open, mid, and top shelf will pertain to the sales of alcohol.

If you need anything else please let me know. Otherwise it is getting close to quitting time. Hope you have a great weekend.

Joe


1:47
Sales Report
Oct 3, 2021
All Devices, vs Previous Sunday
1D
1W
1M
3M
1Y
Food open
$152.00
Open
$59.00
Regular
$59.00
Mid
$22.00
Regular
$22.00
Soda
$8.00
Top Shelf
$6.00
TOP CATEGORIES
Gross
Count
Checkout
Transactions
Notifications
More

Sec. 10-46. - Cessation of operations.

If any retail licensee shall fail to commence business within six months of granting of a license, or if any retail licensee shall suspend or cease doing business for six consecutive months or more, any or all of said retail licenses held by the licensee shall be subject to revocation by the council after a public hearing, pursuant to Sec. 10-39. The council may, for a good cause shown, extend such six-month period.

(Ord. No. 57-02-03, § 1, 11-18-02)

EXHIBIT B

Item 44.

JAMES O. CONWAY
JOSEPH J. VOELKNER
CORRADO CIRILLO
JOSHUA D. McKINLEY
ALVIN R. KLOET (OF COUNSEL)
JOHN N. GUNDERSON (OF COUNSEL)

OLSEN, KLOET, GUNDERSON & CONWAY
ATTORNEYS AT LAW

602 NORTH 6TH STREET
SHEBOYGAN, WI 53081-4695

EXHIBIT C
(12 pages)

June 9, 2022

VIA EMAIL

Mr. Joseph Bonelli
One More Time, LLC
2148 Allgood Road
Marietta, GA 30062

RE: IN THE MATTER OF A QUASI-JUDICIAL HEARING TO DETERMINE WHETHER ALCOHOL BEVERAGE LICENSE NO. 2301 SHALL BE SUSPENDED OR REVOKED
Joseph P. Bonelli et al

Dear Mr. Bonelli:

Pursuant to my representation at the Quasi-Judicial Hearing which took place on June 8, 2022, please find enclosed Exhibits:

1. Email dated March 11, 2022 with attachments;
2. Email dated March 11, 2022 with attachments;
3. Email dated April 22, 2022;
4. Email dated April 25, 2022 with attachments;
5. Email dated April 28, 2022; and
6. Email dated May 6, 2022 with attachments.

If there is any additional material from the existing record that you wish for the City of Sheboygan Common Council to provide, please advise and it will be provided immediately.

Thank you for your consideration.

Very truly yours,

OLSEN, KLOET, GUNDERSON & CONWAY

Joseph J. Voelkner

JJV/sar
Enclosure
cc: Attorney Adams (via email)

Fassbender, Melissa



From: Adams, Charles
Sent: Friday, March 11, 2022 10:05 AM
To: Joseph Bonelli
Cc: Fassbender, Melissa; Hoffman, Kathryn; DeBruin, Meredith
Subject: RE: Mojo

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Chuck

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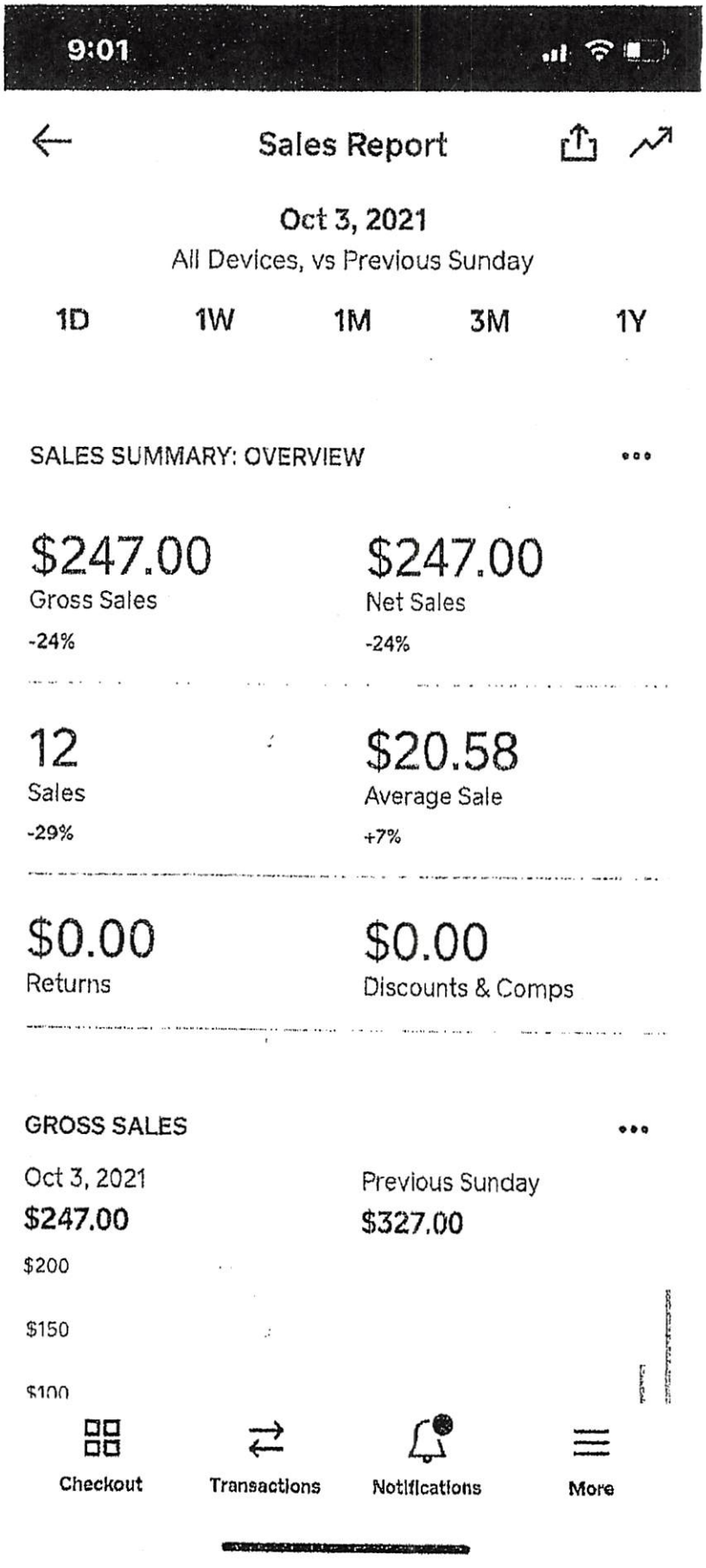
To: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Subject: Mojo

Good morning Attorney Adams,
Thanks for taking the time to speak with me yesterday.

I have attached our daily log of October the 3rd 2021, of our point of sale system as per our conversation. Hopefully this will resolve the situation and eliminate the need for the hearing with the common council. In the meantime, I hope to have the transition for the business to be done in the next week or two. At that point I would surrender my license to the new owners. It is critical that we retain our license until that point as the deal we have in place is contingent on the license.

Thanks once again for your time and understanding. Please call with any questions or concerns. Otherwise, I will touch base with you later today.

Joe Bonelli
920-254-0564


9:01
Sales Report
Oct 3, 2021
All Devices, vs Previous Sunday
1D
1W
1M
3M
1Y
SALES SUMMARY: OVERVIEW
$247.00
Gross Sales
-24%
$247.00
Net Sales
-24%
12
Sales
-29%
$20.58
Average Sale
+7%
$0.00
Returns
$0.00
Discounts & Comps
GROSS SALES
Oct 3, 2021
$247.00
Previous Sunday
$327.00
$200
$150
$100
Checkout
Transactions
Notifications
More

Fassbender, Melissa

From: Adams, Charles
Sent: Friday, March 11, 2022 1:03 PM
To: Joseph Bonelli
Cc: Fassbender, Melissa; Hoffman, Kathryn
Subject: RE: Mojo



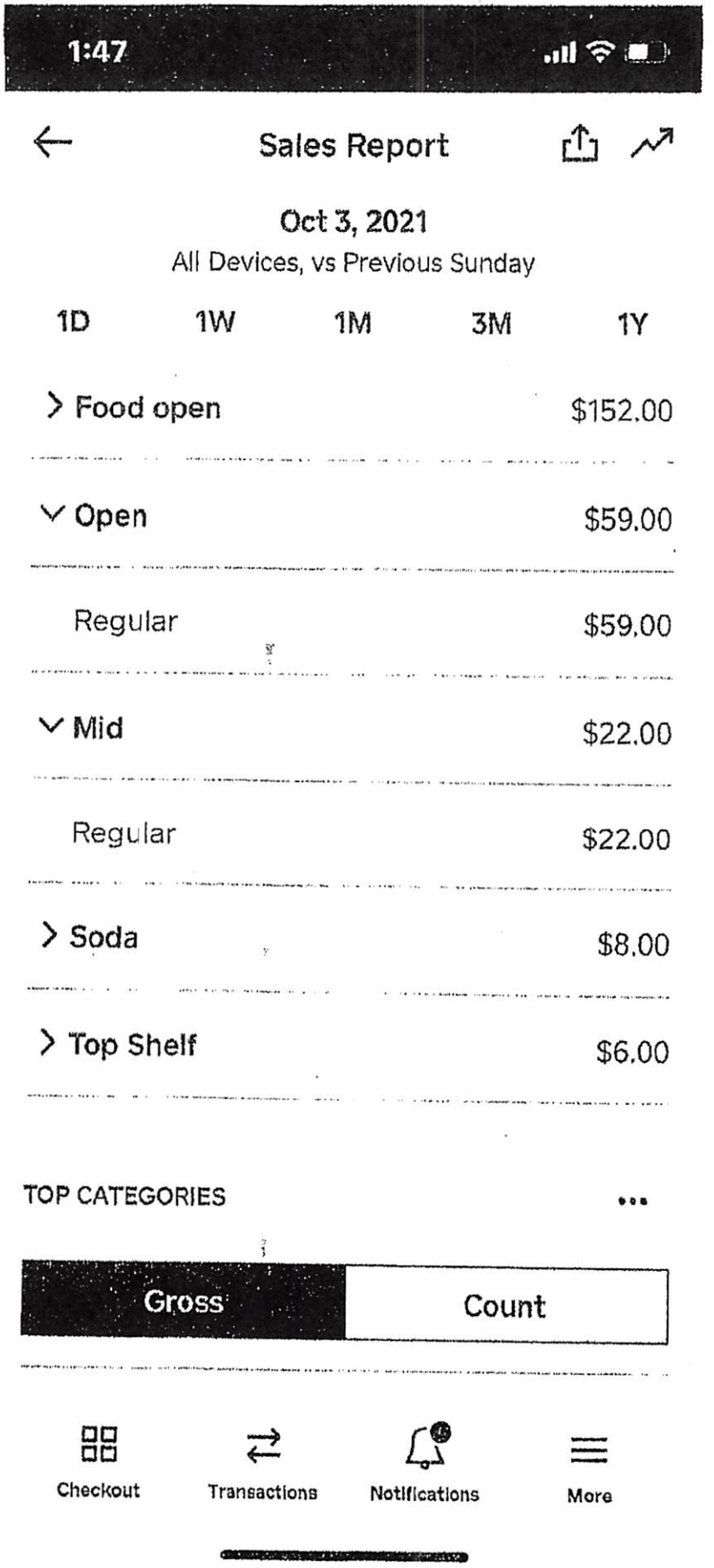
Got it, thanks!

From: Joseph Bonelli <mojobar@icloud.com>
Sent: Friday, March 11, 2022 12:54 PM
To: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Subject: Mojo

Hello Attorney Adams,
I just received your email and that completely makes sense. I've attached another breakdown. The areas that are labeled open, mid, and top shelf will pertain to the sales of alcohol.

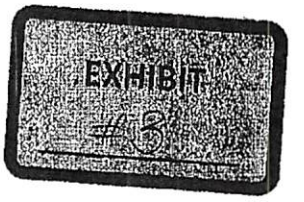
If you need anything else please let me know. Otherwise it is getting close to quitting time. Hope you have a great weekend.

Joe


1:47
Sales Report
Oct 3, 2021
All Devices, vs Previous Sunday
1D
1W
1M
3M
1Y
Food open
$152.00
Open
$59.00
Regular
$59.00
Mid
$22.00
Regular
$22.00
Soda
$8.00
Top Shelf
$6.00
TOP CATEGORIES
Gross
Count
Checkout
Transactions
Notifications
More

Fassbender, Melissa

From: Fassbender, Melissa
Sent: Friday, April 22, 2022 1:50 PM
To: 'joe bonelli'
Subject: Receipts



Good Afternoon Joe,

I just wanted to follow-up with you regarding the day you were open earlier this month. Could you please forward screen shots of the posts you made on social media from that day? Our search options are limited due to security restrictions in place on the city's internet. We have also not yet received your receipts from that day. If you could please submit the receipts as soon as possible as well.

Thank you,

Melissa Fassbender
Council/Licensing Clerk
City of Sheboygan
828 Center Ave Suite 103
Sheboygan, WI 53081
(920) 459-3405
melissa.fassbender@sheboyganwi.gov

City of Sheboygan
spirit on the lake

Fassbender, Melissa

From: Joseph Bonelli <mojobar@me.com>
Sent: Monday, April 25, 2022 12:23 PM
To: Fassbender, Melissa
Subject: Mojo



Hi Melissa,
I got your email. I didn't think about the restrictions of your Internet.
But here are some pictures of my FB. Showing an ad and some customers enjoying themselves on Friday 4/1. I'll give you a shout a little later to make sure you received this.
Have a great day.
Joe

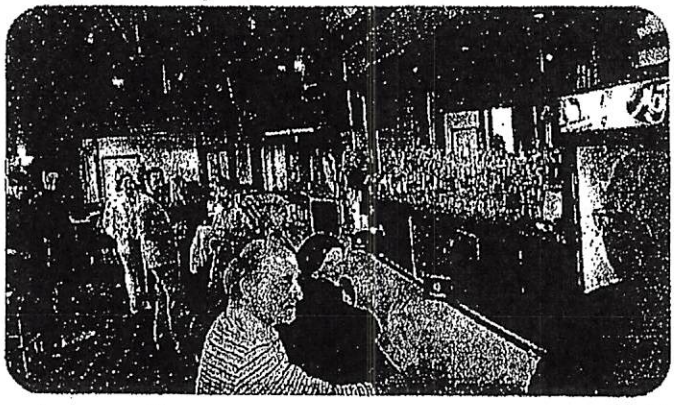
1:11

Joe Bonelli
Apr 1 ·

Stephen Irby and 61 others

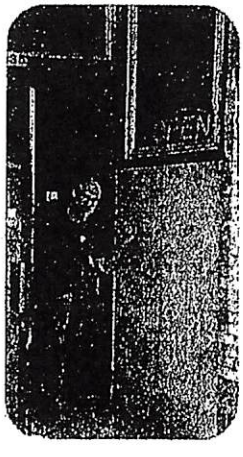
View previous comments...

Peter Mayer



3w Like Reply 5

Peter Mayer



Write a comment...

Home News Marketplace Events Notifications Menu

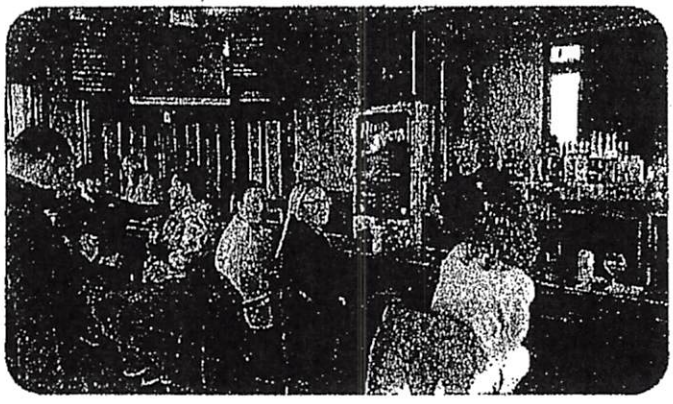
Item 44.

1:12

Joe Bonelli
Apr 1 ·

3w Like Reply 1

Peter Mayer



3w Like Reply 2

Michelle Walters Perronne
That is not even funny to tease us 😳

3w Like Reply 1

Karen Cartwright
The little light flashing bottle from your open house. It is on my frig so I can think of you everyday. Miss you lots and love you more.

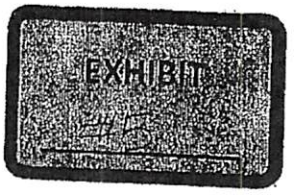
3w Like Reply 2

Write a comment... GIF

Home News Marketplace Events Notifications Menu

Fassbender, Melissa

From: Fassbender, Melissa
Sent: Thursday, April 28, 2022 3:46 PM
To: 'Joseph Bonelli'
Subject: RE: Mojo



Hi Joe,

I received the pictures, however, there way to determine when the pictures were taken. Please submit the receipts from the sales that day as soon as possible.

Thank you,

Melissa Fassbender
Council/Licensing Clerk
City of Sheboygan
828 Center Ave Suite 103
Sheboygan, WI 53081
(920) 459-3405
melissa.fassbender@sheboyganwi.gov

City of Sheboygan
spirit on the lake

From: Joseph Bonelli <mojobar@me.com>
Sent: Monday, April 25, 2022 12:23 PM
To: Fassbender, Melissa <Melissa.Fassbender@sheboyganwi.gov>
Subject: Mojo

Hi Melissa,
I got your email. I didn't think about the restrictions of your internet.
But here are some pictures of my FB. Showing an ad and some customers enjoying themselves on Friday 4/1. I'll give you a shout a little later to make sure you received this.
Have a great day.
Joe

Fassbender, Melissa

From: Joseph Bonelli <mojobar@me.com>
Sent: Friday, May 6, 2022 11:42 AM
To: Fassbender, Melissa
Subject: 4/1/2022 sales
Attachments: IMG_0624.heic

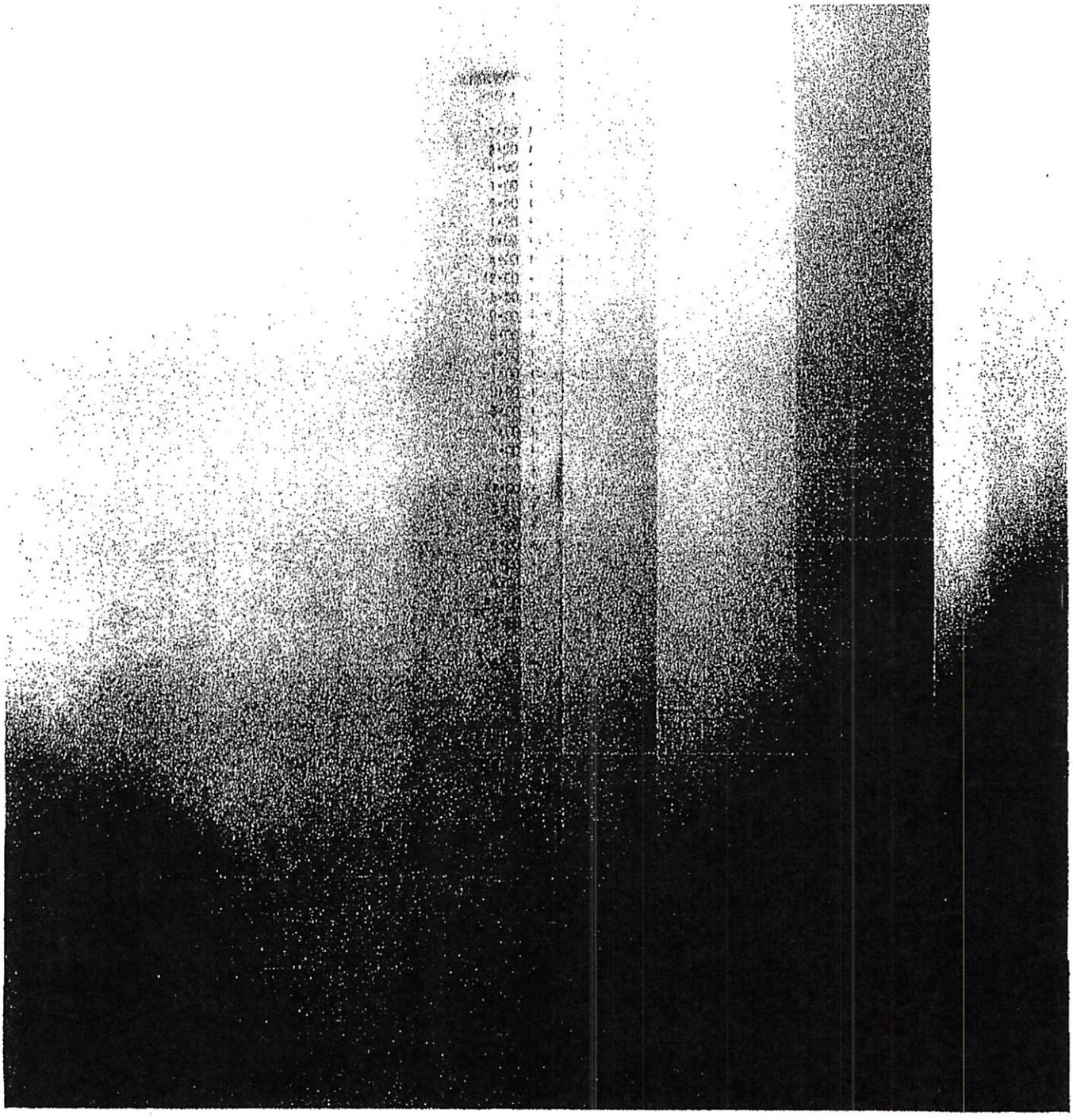


Hey Melissa ,
So sorry this didn't send for some reason. These are the sales from 4/1/2022. I sent over the pictures of our Facebook ad and the pictures of our customers on 4/1.
I know this is a pretty generic tally of our sales. But we cleared out our POS and couldn't get it going in a short turnaround and had to use our old school registers.

Hope all is well. Please let me know if you need anything else.

Thanks
Joe

Sent from my iPhone



AFFIDAVIT RELATING TO OPERATION OF TAVERN

EXHIBIT D (9 pages)

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Joseph P. Bonelli.

2. I currently reside at the following address: ~~853~~ 825 Beachfront Drive, Sheboygan, WI 53081.

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. I am the owner and sole member of the Wisconsin limited liability company One More Time, LLC, which holds the City of Sheboygan Alcohol Beverage License No. 2301 (the "License") relating to the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises").

5. After receipt of an inquiry relating to compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance"), I contacted Attorney Charles Adams to inform him that I was attempting to sell the Business, wanted to maintain the License until a buyer obtained the transfer of the licenses for the Business, discuss compliance with the Ordinance, and asked him for his recommendation on how I could prove that I was in compliance with the Ordinance.

6. On March 31, 2022, commencing at 11:45 AM, I had a 20-minute telephone call with Attorney Adams (the "March Advice Call"), and during the March Advice Call Attorney Adams stated that I could either request an extension by the City Common Council or open for business to the public again within six (6) months of the last date of business.

7. During the March Advice Call, Attorney Adams stated that an extension by City Common Council was discretionary, but that opening for business to the public would not be subject to discretionary determination.

8. During the March Advice Call, Attorney Adams recommended that the Business could simply open for business to the public for one day within the six months and used as an example the action by Curt Hinz, another holder of a City liquor license, to reopen for one day.

9. I viewed the information provided by Attorney Adams as legal advice.

10. Attorney Adams did not inform me at any time during the March Advice Call that he was not my lawyer, that he was not giving me legal advice, or that I should consult with a lawyer.

11. I placed numerous additional calls to the office of the City Attorney and to the City Licensing Clerk after the Business was open on April 1, 2022, to verify that nothing further would be required to prove compliance with the Ordinance.

12. Attached hereto is a true and correct redacted call log from my cell phone provider (the "Call Log"), confirming the March Advice Call and the calls I placed to the office of the City Attorney and to the City Licensing Clerk after the Business was open on April 1, 2022, to verify that nothing further would be required to prove compliance with the Ordinance (the "Verification Calls").

13. During the Verification Calls, the Licensing Clerk informed me that I would have to talk to Attorney Adams, Attorney Adams assistant informed me that I would have to talk to Attorney Adams, and after the March Advice Call, Attorney Adams did not take my calls or return my calls.

14. Attorney Adams did not respond to the Verification Calls between April 4, 2022 and June 7, 2022, until he sent me an e-mail in reply the day before the Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing") before the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee"), when he stated that he would now be representing the complainant in a complaint against me claiming that the Business was in violation of the Ordinance despite the Business being open for business to the public as he recommended and advised me to do.

15. I objected to the involvement of both Attorneys Adams and Voelkner at the Hearing at the first available opportunity due to their conflicts.

16. In addition to overturning the revocation, I requested and continue to desire that the License be renewed so that I can reopen the Business to operate on a regular basis.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

Subscribed and sworn to before me this 20th day of June, 2022

Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.

NOTARY PUBLIC
PETER R. MAYER
STATE OF WISCONSIN

12 - 920 459 3917 ★

1 - 920 459 3919 ★

4 - 920 459 3405 ★★

3 - 920 459 3917 ★
5/23, 6/7, 6/14

2 - 920 459 3364 ★★★
5/24, 5/27

★ Atty Adams

★★ City Clerk

★★★ Meredith DeBruin

Detail of Voice Usage Unlimited Data Plan (Continued)
Joseph P Bonelli 920-254-0564

Line	Date	Time	Calls To		Number Called	Feature	Period	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
[illegible]												
58	03/06	10:24AM	INCOMING		718-258-7200			2	0.00		0.00	0.00
[illegible]												
60	03/07	08:38AM	ATLANTA MW	GA	770-800-6853			3	0.00		0.00	0.00
[illegible]												
62	03/07	09:54AM	INCOMING		866-272-7083			1	0.00		0.00	0.00
63	03/07	10:16AM	INCOMING		470-625-4082			1	0.00		0.00	0.00
64	03/07	11:19AM	INCOMING		866-272-7083			1	0.00		0.00	0.00
65	03/07	04:14PM	INCOMING		443-636-2321			1	0.00		0.00	0.00
[illegible]												
[illegible]												
68	03/08	01:49PM	INCOMING		470-625-4856			1	0.00		0.00	0.00
[illegible]												
[illegible]												
73	03/09	10:30AM	SHEBOYGAN	WI	920-458-7170			67	0.00		0.00	0.00
74	03/09	12:56PM	MOBILE		888-472-0009			2	0.00		0.00	0.00
75	03/09	01:01PM	MOBILE		920-323-9418			1	0.00		0.00	0.00
[illegible]												
[illegible]												
78	03/09	02:23PM	SHEBOYGAN	WI	920-980-3373			55	0.00		0.00	0.00
79	03/09	03:19PM	SHEBOYGAN	WI	920-980-7656			1	0.00		0.00	0.00
80	03/09	03:20PM	INCOMING		[illegible]			2	0.00		0.00	0.00
81	03/09	03:20PM	SHEBOYGAN	WI	920-980-7656			1	0.00		0.00	0.00
[illegible]												
[illegible]												
84	03/09	04:25PM	MOBILE		888-415-9678			2	0.00		0.00	0.00
85	03/09	04:26PM	MOBILE		888-420-1163			1	0.00		0.00	0.00
86	03/09	06:42PM	INCOMING		608-735-1981			2	0.00		0.00	0.00
[illegible]												
[illegible]												
89	03/10	11:15AM	VILLA RICA	GA	470-284-9287			1	0.00		0.00	0.00
90	03/10	11:38AM	INCOMING		254-420-4740			3	0.00		0.00	0.00
[illegible]												
[illegible]												
[illegible]												
[illegible]												
95	03/10	04:51PM	SHEBOYGAN	WI	920-459-3019			1	0.00		0.00	0.00
96	03/10	04:51PM	SHEBOYGAN	WI	920-459-3917			5	0.00		0.00	0.00
[illegible]												
[illegible]												
[illegible]												
100	03/11	08:23AM	INCOMING		608-436-2154			1	0.00		0.00	0.00
[illegible]												
103	03/11	12:47PM	INCOMING		866-272-7083			1	0.00		0.00	0.00
104	03/11	03:52PM	INCOMING		423-763-0326			2	0.00		0.00	0.00
[illegible]												
106	03/12	10:20AM	INCOMING		866-272-7083			2	0.00		0.00	0.00
107	03/12	11:14AM	INCOMING		423-763-0326			2	0.00		0.00	0.00
108	03/12	11:16AM	INCOMING		404-428-6441			5	0.00		0.00	0.00
[illegible]												

Detail of Voice Usage Unlimited Data Plan (Continued)
Joseph P Bonelli 920-254-0564

Line	Date	Time	Calls To		Number Called	Feature	Period	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
[illegible]												
113	03/13	12:19PM	INCOMING		920-980-3373			17	0.00		0.00	0.00
114	03/13	02:04PM	IROQUOIS	SD	605-316-3558			2	0.00		0.00	0.00
115	03/14	08:37AM	IROQUOIS	SD	605-316-3558			6	0.00		0.00	0.00
[illegible]												
117	03/14	09:55AM	MOBILE		833-349-6301			2	0.00		0.00	0.00
118	03/14	10:07AM	CORAL SPG	FL	954-710-[illegible]			4	0.00		0.00	0.00
[illegible]												
120	03/14	10:40AM	INCOMING		984-520-5046			1	0.00		0.00	0.00
[illegible]												
122	03/14	12:45PM	INCOMING		866-272-7083			3	0.00		0.00	0.00
123	03/14	01:12PM	INCOMING		[illegible]			8	0.00		0.00	0.00
[illegible]												
125	03/14	02:30PM	QUENTON	KY	443-230-5073			2	0.00		0.00	0.00
126	03/14	02:42PM	ATLANTA	GA	678-899-7274			12	0.00		0.00	0.00
127	03/14	02:43PM	CALL WAIT		920-980-3373	CW		1	0.00		0.00	0.00
128	03/14	02:47PM	CALL WAIT		715-437-8767	CW		1	0.00		0.00	0.00
[illegible]												
130	03/14	03:12PM	INCOMING		937-530-4736			14	0.00		0.00	0.00
131	03/14	03:36PM	INCOMING		734-676-2260			4	0.00		0.00	0.00
[illegible]												
133	03/14	05:11PM	INCOMING		770-241-4288			13	0.00		0.00	0.00
134	03/14	05:14PM	CALL WAIT		864-315-5678	CW		1	0.00		0.00	0.00
135	03/14	05:36PM	HAZARD	KY	606-436-2154			1	0.00		0.00	0.00
[illegible]												
137	03/14	05:44PM	PHPBSBZN36	PA	215-368-9000			2	0.00		0.00	0.00
138	03/14	05:44PM	CALL WAIT		920-479-1001	CW		1	0.00		0.00	0.00
[illegible]												
[illegible]												
141	03/14	06:14PM	NWYRCYZN10	NY	718-626-8140			17	0.00		0.00	0.00
[illegible]												
143	03/15	11:31AM	INCOMING		949-370-7021			1	0.00		0.00	0.00
144	03/15	11:36AM	CAPITRNVLY	CA	949-370-7021			1	0.00		0.00	0.00
[illegible]												
[illegible]												
147	03/15	12:23PM	INCOMING		[illegible]			13	0.00		0.00	0.00
[illegible]												
149	03/15	04:32PM	INCOMING		470-284-9715			1	0.00		0.00	0.00
150	03/15	06:22PM	INCOMING		920-225-9020			1	0.00		0.00	0.00
151	03/16	09:16AM	INCOMING		715-437-8767			77	0.00		0.00	0.00
[illegible]												
153	03/16	12:37PM	INCOMING		616-375-1541			2	0.00		0.00	0.00
154	03/16	12:39PM	INCOMING		404-207-2585			1	0.00		0.00	0.00
155	03/16	12:54PM	INCOMING		715-437-8767			6	0.00		0.00	0.00
156	03/16	01:19PM	INCOMING		949-370-7021			1	0.00		0.00	0.00
157	03/16	02:32PM	INCOMING		215-368-9000			5	0.00		0.00	0.00
158	03/16	06:06PM	SHEBOYGAN	WI	920-254-4900			1	0.00		0.00	0.00
159	03/16	07:08PM	INCOMING		920-254-4900			1	0.00		0.00	0.00
160	03/17	06:47AM	INCOMING		802-279-3512			14	0.00		0.00	0.00
[illegible]												
162	03/17	12:08PM	BIRMINGHAM	AL	205-907-0617			18	0.00		0.00	0.00
163	03/17	12:31PM	INCOMING		770-853-3880			9	0.00		0.00	0.00
164	03/17	12:58PM	INCOMING		920-980-8241			83	0.00		0.00	0.00
165	03/17	02:45PM	INCOMING		770-241-4288			2	0.00		0.00	0.00

Detail of Voice Usage Unlimited Data Plan
Joseph P Bonelli 920-254-0584

Line	Date	Time	Calls To	Number Called	Feature	Per-iod	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
[redacted]											
1			INCOMING	862-774-0173			45	0.00		0.00	
2	03/24 09:57AM		SHEBOYGAN WI	920-980-7656			32	0.00		0.00	
3	03/24 12:09PM		INCOMING	920-980-3373			33	0.00		0.00	
4	03/24 12:11PM		ATLANTA GE	GA 770-263-6271			1	0.00		0.00	
5	03/24 12:11PM		INCOMING	770-263-6271			1	0.00		0.00	
6	03/24 [illegible]		MOBILE	920-207-3958			42	0.00		0.00	
7	03/24 [illegible]		INCOMING	920-980-8241			35	0.00		0.00	
8	03/24 07:18PM		MOBILE	920-254-4687			1	0.00		0.00	
9	03/24 [illegible]		EARLEGREEVA WI	262-745-0694			1	0.00		0.00	
10	03/24 07:19PM		MOBILE	920-207-3958			16	0.00		0.00	
11	03/25 10:06AM		MOBILE	920-254-4687			1	0.00		0.00	
12	03/25 12:36PM		INCOMING	920-254-4687			1	0.00		0.00	
13	03/25 01:23PM		MOBILE	920-207-3958			2	0.00		0.00	
14	03/25 [illegible]		INCOMING	920-980-7656			1	0.00		0.00	
15	03/26 12:04PM		INCOMING	920-254-4687			1	0.00		0.00	
16	03/26 01:16PM		MOBILE	920-254-4687			1	0.00		0.00	
17	03/26 01:58PM		INCOMING	470-584-9375			2	0.00		0.00	
18	03/26 [illegible]		MOBILE	920-254-4687			1	0.00		0.00	
19	03/27 [illegible]		MOBILE	920-254-4687			1	0.00		0.00	
20	03/27 05:26PM		MOBILE	920-254-4687			1	0.00		0.00	
21	03/27 [illegible]		MOBILE	920-254-4687			1	0.00		0.00	
22	03/28 [illegible]		MOBILE	920-254-4687			12	0.00		0.00	
23	03/28 [illegible]		MOBILE	920-254-4687			1	0.00		0.00	
24	03/28 [illegible]		MOBILE	920-254-4687			1	0.00		0.00	
25	03/28 08:11PM		INCOMING	361-491-3402			1	0.00		0.00	
26	03/28 [illegible]		MOBILE	920-254-4687			1	0.00		0.00	
27	03/28 [illegible]		MOBILE	920-254-4687			1	0.00		0.00	
28	03/29 07:47PM		MOBILE	920-207-4745			1	0.00		0.00	
29	03/29 07:55PM		INCOMING	920-207-4745			1	0.00		0.00	
30	03/29 [illegible]		INCOMING	920-207-4745			16	0.00		0.00	
31	03/30 10:20AM		INCOMING	920-980-7656			3	0.00		0.00	
32	03/30 [illegible]		MOBILE	920-980-8241			96	0.00		0.00	
33	03/30 [illegible]		MOBILE	920-980-7656			1	0.00		0.00	
34	03/30 [illegible]		MOBILE	920-980-7656			11	0.00		0.00	
35	03/30 [illegible]		MOBILE	920-980-7656			11	0.00		0.00	
36	03/30 02:01PM		MOBILE	920-459-3917			2	0.00		0.00	
37	03/30 [illegible]		MOBILE	920-980-7656			1	0.00		0.00	
38	03/30 [illegible]		INCOMING	920-980-7656			1	0.00		0.00	
39	03/31 11:45AM		MOBILE	920-459-3917			20	0.00		0.00	
40	03/31 12:07PM		INCOMING	920-207-4745			1	0.00		0.00	
41	03/31 12:08PM		INCOMING	920-207-4745			1	0.00		0.00	
42	03/31 [illegible]		MOBILE	920-980-7656			1	0.00		0.00	
43	03/31 12:12PM		MOBILE	920-980-8241			1	0.00		0.00	
44	03/31 12:14PM		INCOMING	920-980-8241			1	0.00		0.00	
45	03/31 12:15PM		MOBILE	920-451-0500			65	0.00		0.00	
46	03/31 [illegible]		MOBILE	920-980-7656			58	0.00		0.00	
47	03/31 [illegible]		INCOMING	920-980-7656			1	0.00		0.00	
48	03/31 [illegible]		INCOMING	920-980-7656			1	0.00		0.00	
49	03/31 02:00PM		INCOMING	516-375-1541			26	0.00		0.00	
50	03/31 [illegible]		MOBILE	920-207-1685			1	0.00		0.00	
51	03/31 05:51PM		INCOMING	920-287-1685			14	0.00		0.00	
52	03/31 [illegible]		INCOMING	920-980-3373			16	0.00		0.00	
53	03/31 07:11PM		INCOMING	920-980-3373			3	0.00		0.00	

Detail of Voice Usage Unlimited Data Plan (Continued)
Joseph P Bonelli 920-254-0584

Line	Date	Time	Calls To	Number Called	Feature	Per-iod	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
[redacted]											
54	03/31 [illegible]		INCOMING	920-287-1685			3	0.00		0.00	
55	03/31 [illegible]		INCOMING	920-980-3373			1	0.00		0.00	
56	03/31 07:12PM		INCOMING	920-287-1685			3	0.00		0.00	
57	03/31 07:28PM		INCOMING	920-980-3373			1	0.00		0.00	
58	03/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
59	03/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
60	03/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
61	03/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
62	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
63	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
64	04/01 10:46AM		INCOMING	920-207-4745			1	0.00		0.00	
65	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
66	04/01 [illegible]		INCOMING	920-980-3373			4	0.00		0.00	
67	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
68	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
69	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
70	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
71	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
72	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
73	04/01 02:04PM		INCOMING	920-[illegible]			1	0.00		0.00	
74	04/01 02:12PM		INCOMING	920-459-3405			4	0.00		0.00	
75	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
76	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
77	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
78	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
79	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
80	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
81	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
82	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
83	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
84	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
85	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
86	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
87	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
88	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
89	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
90	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
91	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
92	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
93	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
94	04/04 11:10AM		SHEBOYGAN WI	920-459-3405			2	0.00		0.00	
95	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
96	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
97	04/04 05:23PM		SHEBOYGAN WI	920-980-7656			1	0.00		0.00	
98	04/05 11:50AM		INCOMING	920-980-3373			14	0.00		0.00	
99	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
100	04/05 04:18PM		INCOMING	815-264-1309			1	0.00		0.00	
101	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
102	04/06 08:32AM		INCOMING	380-888-6017			3	0.00		0.00	
103	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
104	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
105	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
106	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
107	04/06 12:44PM		INCOMING	414-279-9338			1	0.00		0.00	
108	04/06 03:49PM		INCOMING	414-279-9016			1	0.00		0.00	
109	04/[illegible]		[illegible]	[illegible]			1	0.00		0.00	
110	04/07 02:55PM		INCOMING	880-881-8410			2	0.00		0.00	

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Detail of Voice Usage Unlimited Data Plan (Continued)
Joseph P Bonelli 920-254-0564

Line	Date	Time	Calls To	Number Called	Feature	Per-iod	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
[redacted]											
181	04/18	08:47AM	SHEBOYGAN	WI 920-458-7170			12	0.00		0.00	
[redacted]											
206	04/13	11:44AM	INCOMING	920-980-3373			1	0.00		0.00	
[redacted]											
220	04/13	01:32PM	INCOMING	920-980-3373			39	0.00			
[redacted]											
228	04/14	02:45PM	SHEBOYGAN	WI 920-980-7656			11	0.00		0.00	
[redacted]											
255	04/15	11:20AM	SHEBOYGAN	WI 920-980-7656			1	0.00		0.00	

Detail of Voice Usage Unlimited Data Plan (Continued)
Joseph P Bonelli 920-254-0564

Line	Date	Time	Calls To	Number Called	Feature	Per-iod	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
[redacted]											
04/18	02:32PM		SHEBOYGAN	WI 920-459-3405			3	0.00		0.00	
[redacted]											
04/19	05:08PM		SHEBOYGAN	WI 920-980-7656			8	0.00		0.00	
[redacted]											
04/21	09:21AM		MOBILE	920-948-0201			1	0.00			

Detail of Voice Usage Unlimited Data Plan
Joseph P Bonelli 920-254-0564

Line	Date	Time	Calls To	Number Called	Feature	Per-iod	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
1	04/	56AM	SHEBOYGAN	WI [illegible]			1	0.00			0.00
2	04/	AM	SHEBOYGAN	WI 920-[illegible]			1	0.00			0.00
3	04/	AM	SHEBOYGAN	WI [illegible]			2	0.00			0.00
4	04/	8AM	INCOMING	920-[illegible]			24	0.00			0.00
5	04/	0PM	INCOMING	95[illegible]			2	0.00			0.00
6	04/	17PM	[illegible]	[illegible]			3	0.00			0.00
7	04/	PM	INCOMING	[illegible]			15	0.00			0.00
8	04/	PM	[illegible]	[illegible]	CW		20	0.00			0.00
9	04/	8AM	[illegible]	CA[illegible]			43	0.00			0.00
10	04/	06AM	INCOMING	92[illegible]			2	0.00			0.00
11	04/	26AM	[illegible]	[illegible]			1	0.00			0.00
12	04/	12:[illegible]PM	[illegible]	[illegible]			1	0.00			0.00
13	04/	PM	INCOMING	[illegible]			1	0.00			0.00
14	04/	01:[illegible]	[illegible]	GA 770-[illegible]			6	0.00			0.00
15	04/	PM	[illegible]	WI [illegible]			4	0.00			0.00
16	04/	PM	[illegible]	[illegible]			2	0.00			0.00
17	04/	2AM	[illegible]	[illegible]			18	0.00			0.00
18	04/	[illegible]	[illegible]	OH [illegible]			1	0.00			0.00
19	04/	PM	[illegible]	OH [illegible]			3	0.00			0.00
20	04/	PM	[illegible]	[illegible]			5	0.00			0.00
21	04/	4PM	[illegible]	WI [illegible]			1	0.00			0.00
22	04/	AM	MOBILE	[illegible]			15	0.00			0.00
23	04/	[illegible]	[illegible]	[illegible]	CW		1	0.00			0.00
24	04/	[illegible]	[illegible]	WI [illegible]			1	0.00			0.00
25	04/	AM	[illegible]	[illegible]			1	0.00			0.00
26	04/	9AM	INCOMING	[illegible]			3	0.00			0.00
27	04/	AM	[illegible]	[illegible]	CW		1	0.00			0.00
28	04/	[illegible]	[illegible]	[illegible]			2	0.00			0.00
29	04/	12:[illegible]	[illegible]	[illegible]			2	0.00			0.00
30	04/	12:20PM	[illegible]	[illegible]			2	0.00			0.00
31	04/	7PM	INCOMING	[illegible]			13	0.00			0.00
32	04/	53PM	SHEBOYGAN	WI [illegible]			17	0.00			0.00
33	04/	PM	INCOMING	[illegible]			1	0.00			0.00
34	04/	[illegible]	[illegible]	OH [illegible]			3	0.00			0.00
35	04/	PM	[illegible]	[illegible]			2	0.00			0.00
36	04/	PM	INCOMING	[illegible]			1	0.00			0.00
37	04/	0AM	MOBILE	[illegible]			1	0.00			0.00
38	04/	[illegible]	WAUKESHA	WI 262-[illegible]			1	0.00			0.00
39	04/	AM	[illegible]	920-[illegible]			1	0.00			0.00
40	04/	2AM	[illegible]	WI 26[illegible]			1	0.00			0.00
41	04/	6AM	[illegible]	WI 2[illegible]			1	0.00			0.00
42	04/	AM	WAUKESHA	WI [illegible]			1	0.00			0.00
43	04/	0AM	MOBILE	920-[illegible]			1	0.00			0.00
44	04/	0AM	WAUKESHA	WI 26[illegible]			1	0.00			0.00
45	04/	0PM	MOBILE	[illegible]			1	0.00			0.00
46	04/	[illegible]	MOBILE	[illegible]			1	0.00			0.00
47	04/	AM	WAUKESHA	WI [illegible]			1	0.00			0.00
48	04/	35	MOBILE	920-[illegible]			1	0.00			0.00
49	04/	[illegible]	[illegible]	WI 26[illegible]			1	0.00			0.00
50	04/	AM	[illegible]	[illegible]			1	0.00			0.00
51	04/	[illegible]	[illegible]	WI 26[illegible]			1	0.00			0.00
52	04/	[illegible]	INCOMING	26[illegible]			1	0.00			0.00
53	04/	[illegible]	INCOMING	920-[illegible]			1	0.00			0.00
54	04/28	[illegible]	INCOMING	92[illegible]			1	0.00			0.00
55	04/28	06:16AM	INCOMING	937-[illegible]			1	0.00			0.00

Detail of Voice Usage Unlimited Data Plan (Continued)
Joseph P Bonelli 920-254-0564

Line	Date	Time	Calls To	Number Called	Feature	Per-iod	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
56	04/28	10:37AM	DAYTON	OH 93[illegible]-9433			5	0.00			0.00
57	04/28	11:11AM	SHEBOYGAN	WI 920-[illegible]			27	0.00			0.00
58	04/	11:40	MOBILE	920-[illegible]			1	0.00			0.00
59	04/28	12:[illegible]	INCOMING	92[illegible]			6	0.00			0.00
60	04/28	12:5[illegible]PM	SHEBOYGAN	WI [illegible]			2	0.00			0.00
61	04/28	12:[illegible]1PM	CALL WAIT	[illegible]	CW		1	0.00			0.00
62	04/28	01:02PM	SHEBOYGAN	WI [illegible]			3	0.00			0.00
63	04/28	05:[illegible]	DAYTON	OH 93[illegible]			2	0.00			0.00
64	04/	[illegible]PM	DAYTON	OH 93[illegible]			1	0.00			0.00
65	04/28	05:53PM	INCOMING	93[illegible]			1	0.00			0.00
66	04/28	06:25PM	[illegible]	OH [illegible]			3	0.00			0.00
67	04/28	08:[illegible]	INCOMING	920-[illegible]			7	0.00			0.00
68	04/29	[illegible]	INCOMING	920-[illegible]			1	0.00			0.00
69	04/29	10:06AM	SHEBOYGAN	WI [illegible]			17	0.00			0.00
70	04/29	10:22AM	SHEBOYGAN	WI [illegible]			4	0.00			0.00
71	04/29	10:53AM	MOBILE	920-[illegible]			43	0.00			0.00
72	04/	12:[illegible]	INCOMING	92[illegible]			1	0.00			0.00
73	04/29	01:[illegible]	THOMASTON	GA 70[illegible]			1	0.00			0.00
74	04/29	01:23PM	ATLANTA	GA [illegible]			2	0.00			0.00
75	04/29	01:[illegible]	ATLANTA	GA [illegible]			1	0.00			0.00
76	04/29	01:[illegible]PM	MOBILE	[illegible]			1	0.00			0.00
77	04/	[illegible]	MOBILE	[illegible]			2	0.00			0.00
78	04/	[illegible]	ATLANTA	GA [illegible]			1	0.00			0.00
79	04/29	[illegible]PM	MOBILE	[illegible]			2	0.00			0.00
80	04/29	[illegible]	ATLANTA	[illegible]			2	0.00			0.00
81	04/29	04:[illegible]PM	CARTERSVILLE	GA 770-[illegible]			4	0.00			0.00
82	05/02	[illegible]	MILWAUKEE	WI [illegible]			72	0.00			0.00
83	05/02	11:[illegible]AM	SHEBOYGAN	WI [illegible]			1	0.00			0.00
84	05/02	11:21AM	SHEBOYGAN	WI 920-980-7656			16	0.00			0.00
85	05/02	11:40AM	SHEBOYGAN	WI 920-459-3361			8	0.00			0.00
86	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]			[illegible]
87	05/	11:54AM	INCOMING	920-980-7656			2	0.00			0.00
88	05/	11:56AM	SHEBOYGAN	WI [illegible]			2	0.00			0.00
89	05/	[illegible]PM	MOBILE	920-[illegible]			110	0.00			0.00
90	05/03	7:17AM	INCOMING	920-[illegible]			1	0.00			0.00
91	05/03	10:17AM	INCOMING	92[illegible]7170			17	0.00			0.00
92	05/03	1[illegible]27PM	SHEBOYGAN	WI 92[illegible]			1	0.00			0.00
93	05/03	2:33PM	INCOMING	[illegible]			36	0.00			0.00
94	05/03	3:[illegible]PM	INCOMING	[illegible]			2	0.00			0.00
95	05/03	[illegible]PM	INCOMING	[illegible]			2	0.00			0.00
96	05/03	06:[illegible]PM	MILWAUKEE	WI [illegible]			1	0.00			0.00
97	05/03	[illegible]AM	INCOMING	92[illegible]-4745			2	0.00			0.00
98	05/03	[illegible]11PM	INCOMING	[illegible]			1	0.00			0.00
99	05/04	[illegible]AM	CALL WAIT	224-238-1565	CW		1	0.00			0.00
100	05/04	10:15AM	SHEBOYGAN	WI 920-459-3040			1	0.00			0.00
101	05/04	10:[illegible]AM	SHEBOYGAN	WI 920-459-3917			1	0.00			0.00
102	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]			[illegible]
103	05/04	05:00PM	INCOMING	920-4[illegible]9856			[illegible]	[illegible]			[illegible]
104	05/04	07:37	NEW CITY	NY 847-[illegible]-2430			[illegible]	[illegible]			[illegible]
105	05/04	[illegible]PM	MOBILE	920-[illegible]-3[illegible]			[illegible]	[illegible]			[illegible]
106	05/05	10:[illegible]AM	INCOMING	920-[illegible]-[illegible]			[illegible]	[illegible]			[illegible]
107	05/05	[illegible]2AM	INCOMING	920-263-[illegible]			[illegible]	[illegible]			[illegible]
108	05/05	07:36	SHEBOYGAN	WI 920-980-[illegible]			[illegible]	[illegible]			[illegible]
109	05/06	[illegible]2AM	SHEBOYGAN	WI 920-980-[illegible]			[illegible]	0.00			[illegible]
110	05/06	[illegible]39AM	INCOMING	920-980-[illegible]			10	0.00			[illegible]

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Detail of Voice Usage Unlimited Data Plan
Joseph P Bonelli 920-254-0564

Line	Date	Time	Calls To	Number Called	Feature	Per-iod	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
[redacted]											

Detail of Voice Usage Unlimited Data Plan (Continued)
Joseph P Bonelli 920-254-0564

Line	Date	Time	Calls To	Number Called	Feature	Per-iod	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
[redacted]											
101	05/04	10:16AM	SHEBOYGAN	WI 920-459-3917			1	0.00			0.00
[redacted]											

Detail of Voice Usage Unlimited Data Plan (Continued)
Joseph P Bonelli 920-254-0564

Line	Date	Time	Calls To		Number Called	Feature	Per-iod	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
[redacted]								2	0.00			0.00
[redacted]								52	0.00			0.00
[redacted]						CW		1	0.00			0.00
[redacted]						CW		2	0.00			0.00
[redacted]								3	0.00			0.00
[redacted]								4	0.00			0.00
[redacted]								[redacted]				
118	05/06	12:42PM	SHEBOYGAN	WI	920-459-3405			2	0.00			0.00
119	05/06	12:45PM	SHEBOYGAN	WI	920-459-3917			7	0.00			0.00
[redacted]								[redacted]				
[redacted]								1	0.00			0.00
[redacted]								2	0.00			0.00
[redacted]								2	0.00			0.00
[redacted]								2	0.00			0.00
[redacted]								2	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								1	0.00			0.00
129	05/09	11:05AM	SHEBOYGAN	WI	920-459-3917			2	0.00			0.00
[redacted]								[redacted]				
[redacted]								1	0.00			0.00
134	05/10	09:27AM	SHEBOYGAN	WI	920-459-3917			1	0.00			0.00
[redacted]								[redacted]				
[redacted]								2	0.00			0.00
[redacted]								4	0.00			0.00
138	05/10	12:57PM	SHEBOYGAN	WI	920-459-3917			1	0.00			0.00
[redacted]								[redacted]				
[redacted]								1	0.00			0.00
[redacted]								61	0.00			0.00
[redacted]								6	0.00			0.00
[redacted]								7	0.00			0.00
[redacted]								22	0.00			0.00
[redacted]								13	0.00			0.00
[redacted]								11	0.00			0.00
[redacted]								4	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								104	0.00			0.00
[redacted]								56	0.00			0.00
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[redacted]								6	0.00			0.00
[redacted]								8	0.00			0.00
[redacted]								6	0.00			0.00
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[redacted]								6	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								2	0.00			0.00

Detail of Voice Usage Unlimited Data Plan (Continued)
Joseph P Bonelli 920-254-0564

Line	Date	Time	Calls To		Number Called	Feature	Per-iod	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
[redacted]								1	0.00			0.00
[redacted]								1	0.00			0.00
168	05/16	03:04PM	MOBILE		[redacted]			2	0.00			0.00
[redacted]								2	0.00			0.00
[redacted]								5	0.00			0.00
171	05/17	10:08AM	[redacted]					3	0.00			0.00
[redacted]								21	0.00			0.00
[redacted]								2	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								8	0.00			0.00
[redacted]								2	0.00			0.00
177	05/17	11:53AM	SHEBOYGAN	WI	920-459-3917			12	0.00			0.00
178	05/17	12:16PM	SHEBOYGAN	WI	920-459-3917			12	0.00			0.00
[redacted]								43	0.00			0.00
[redacted]						CW		1	0.00			0.00
[redacted]								2	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								2	0.00			0.00
[redacted]								2	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								2	0.00			0.00
[redacted]						CW		1	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								2	0.00			0.00
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[redacted]								1	0.00			0.00
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[redacted]								2	0.00			0.00
[redacted]								2	0.00			0.00
200	05/21	09:40AM	[redacted]					4	0.00			0.00
[redacted]								5	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								2	0.00			0.00
204	05/21	11:51AM	MOBILE		[redacted]			3	0.00			0.00
205	05/21	03:48PM	[redacted]					23	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								7	0.00			0.00
[redacted]								15	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								1	0.00			0.00
[redacted]								2	0.00			0.00
212	05/23	02:58PM	SHEBOYGAN	WI	920-459-3917			13	0.00			0.00
[redacted]								3	0.00			0.00

AFFIDAVIT OF LAURA K. SCHULTZ RELATING TO OPERATION OF TAVERN

EXHIBIT E (22 pages)

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Laura K. Schultz.

2. I reside at the following address: 7415 Scheffler Rd. Newton, WI 53063

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1st day of April, 2022 (the "Business Date"), I was present at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. I am a licensed bartender holding a current, valid server's license in the City of Sheboygan.

6. On the Business Date, the Tavern was open for business to the public and drinks with alcohol were prepared, served and sold to members of the public.

7. Payment for the drinks was received by the Tavern.

8. Attached to this Affidavit are photographs of me and customers physically present on the Business Date in the interior of the Tavern when it was open to the public on the Business Date.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

Laura K. Schultz

Subscribed and sworn to before me this 19th day of June, 2022

Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.

NOTARY PUBLIC PETER R. MAYER STATE OF WISCONSIN

Exhibit to
Affidavit Relating to Operation of Tavern

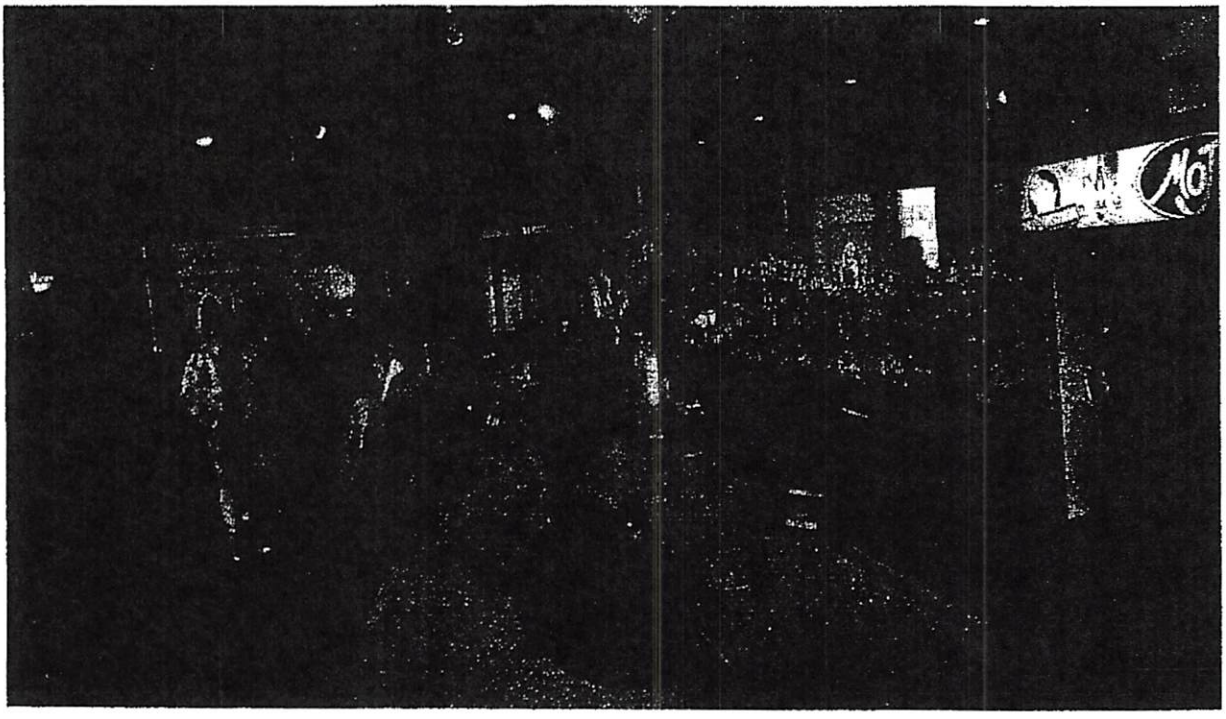


Exhibit to
Affidavit Relating to Operation of Tavern

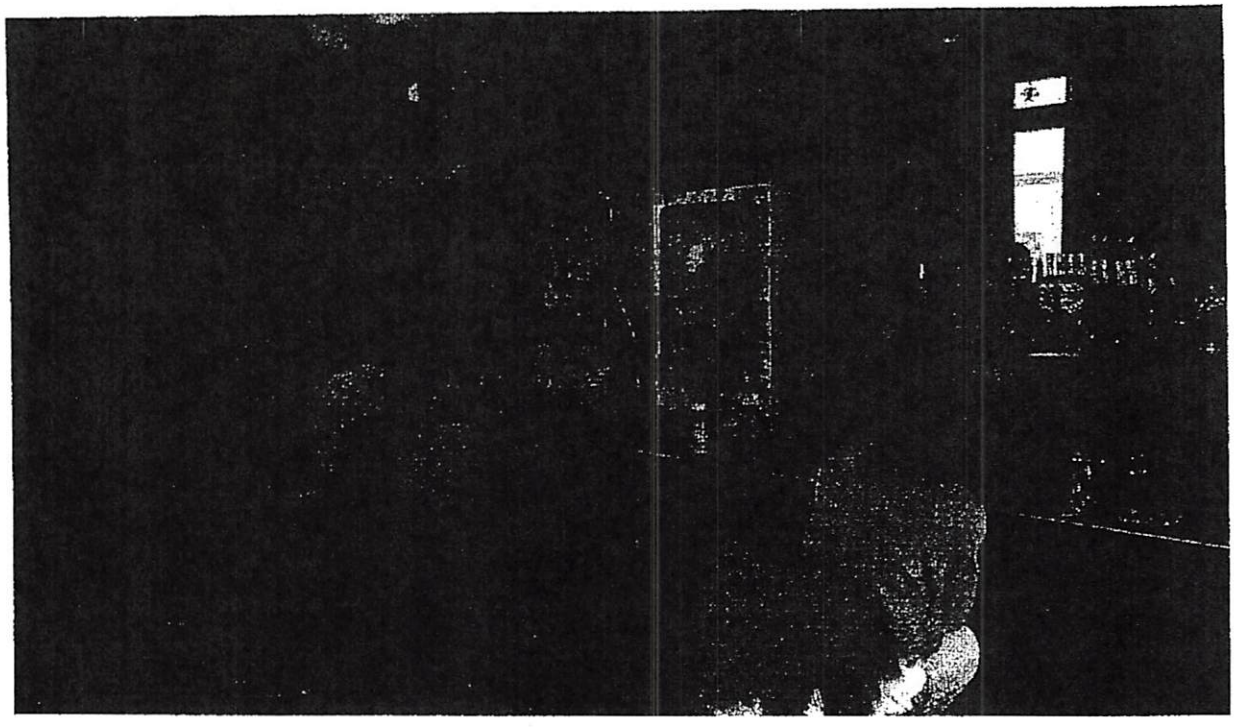
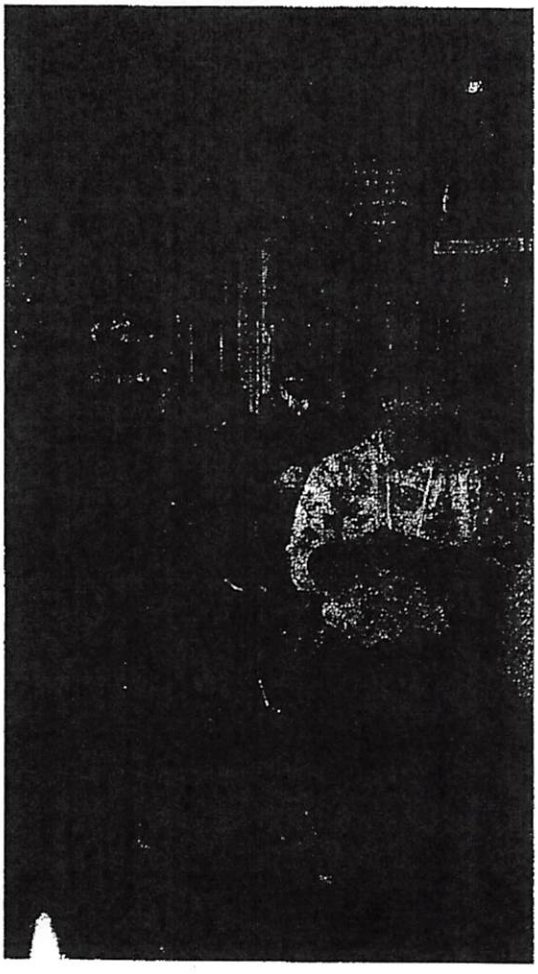


Exhibit to
Affidavit Relating to Operation of Tavern



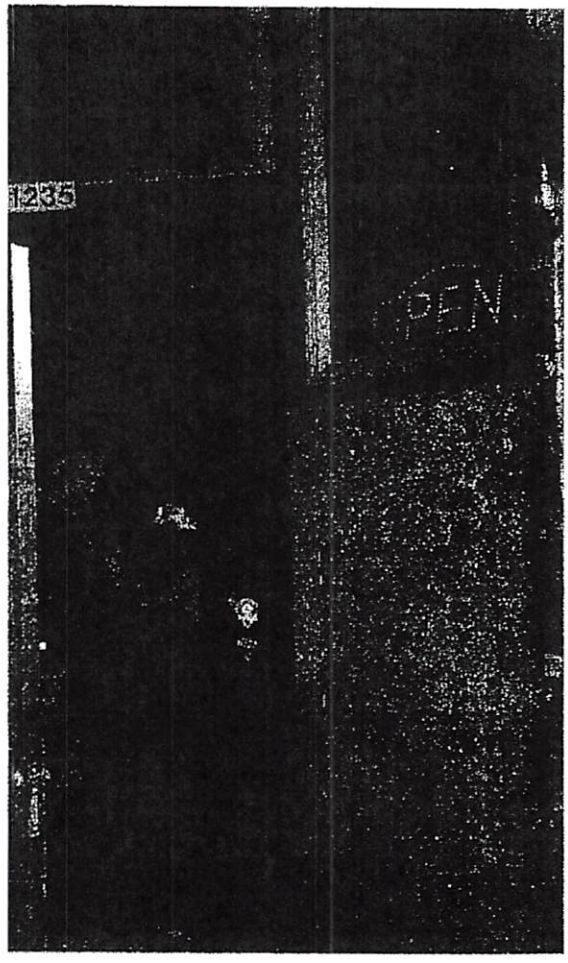
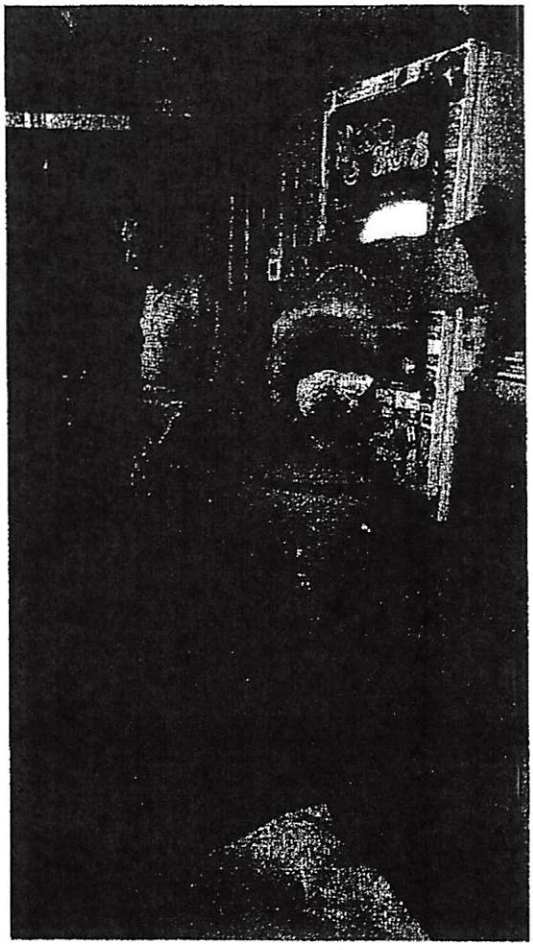
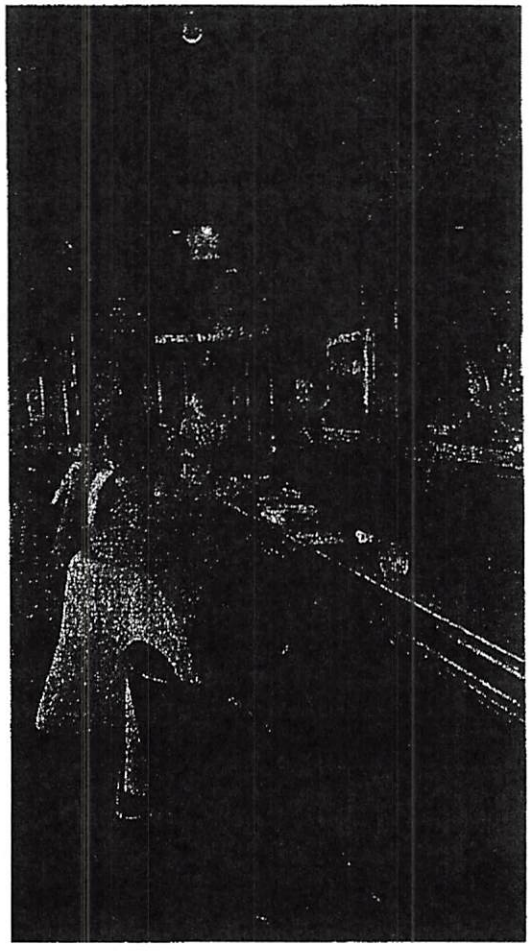


Exhibit to
Affidavit Relating to Operation of Tavern





AFFIDAVIT OF SCOTT JELINEK ZITTEL RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Scott Jelinek Zittel.

2. I reside at the following address: 4600 Nicole Lane, Sheboygan, WI 53083.

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1st day of April, 2022 (the "Business Date"), I was present at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. I assisted Laura K. Schultz, the licensed bartender, in preparing, serving and selling drinks to members of the public, and I reviewed the license of Laura K. Schultz prior to the time that the Tavern was open for business, to confirm that the license was a valid and current City of Sheboygan license.

6. I received payment for the drinks purchased and provided the funds at the end of the night to the Tavern operator.

7. The Tavern was open to the public on the Business Date.

8. Attached to this Affidavit are photographs of me and customers physically present on the Business Date in the interior of the Tavern when it was open to the public on the Business Date.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

Subscribed and sworn to before me this 19th day of June, 2022

Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.

NOTARY PUBLIC
PETER R. MAYER
STATE OF WISCONSIN

Exhibit to
Affidavit Relating to Operation of Tavern

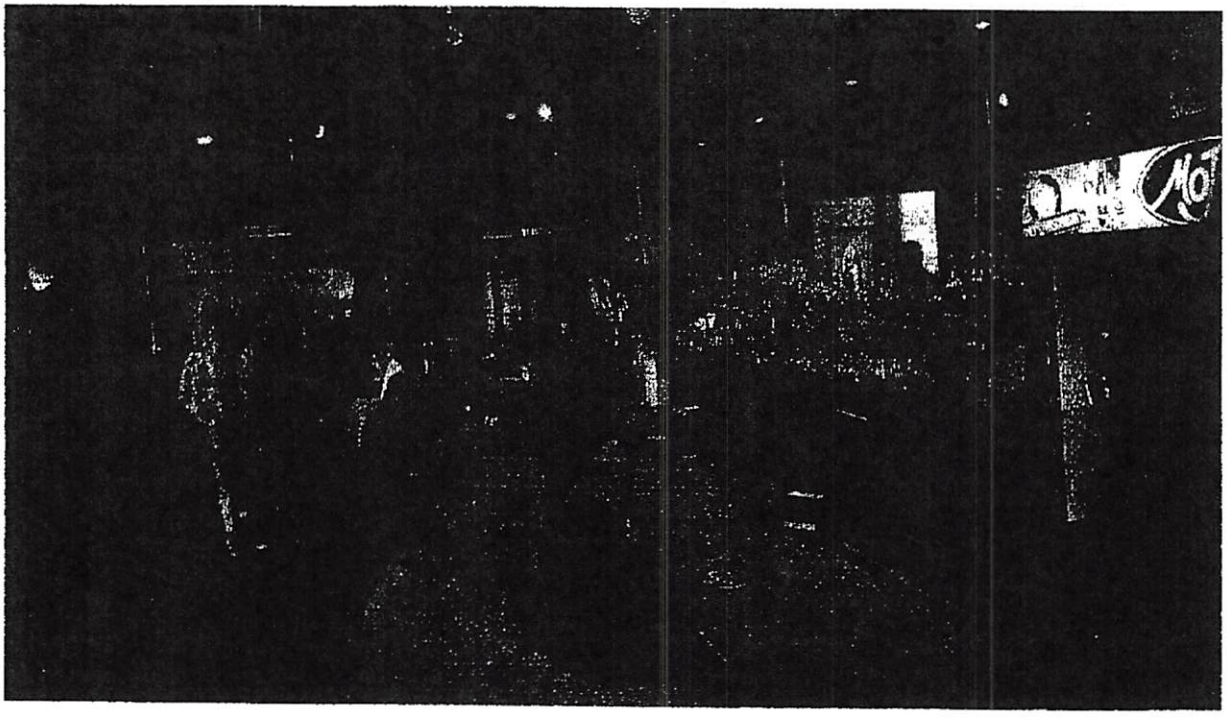


Exhibit to
Affidavit Relating to Operation of Tavern

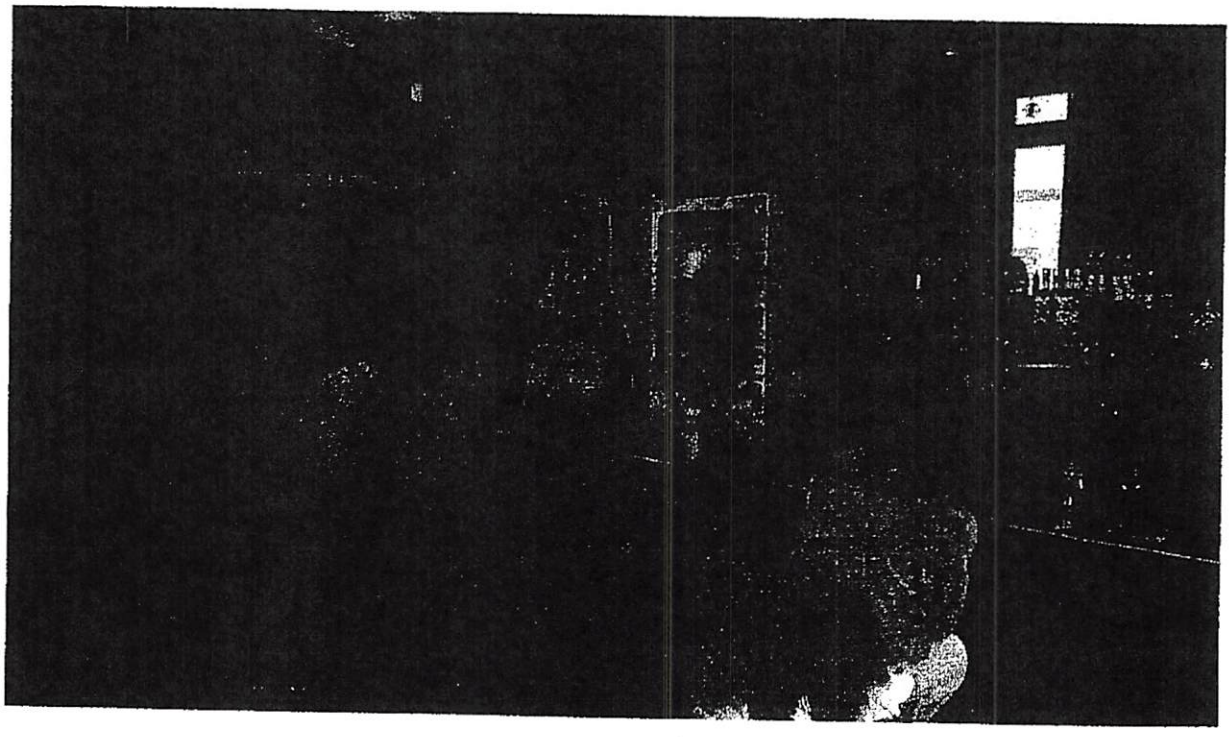
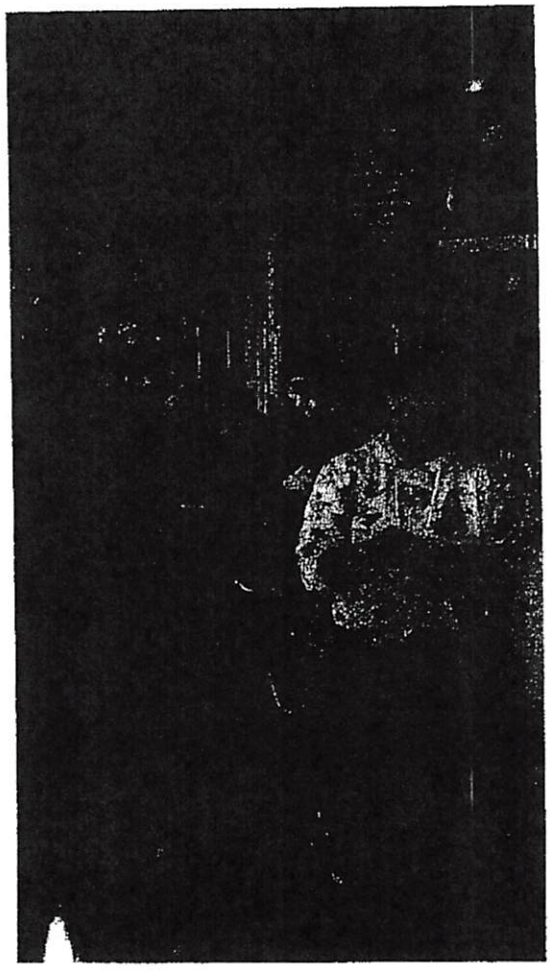


Exhibit to
Affidavit Relating to Operation of Tavern



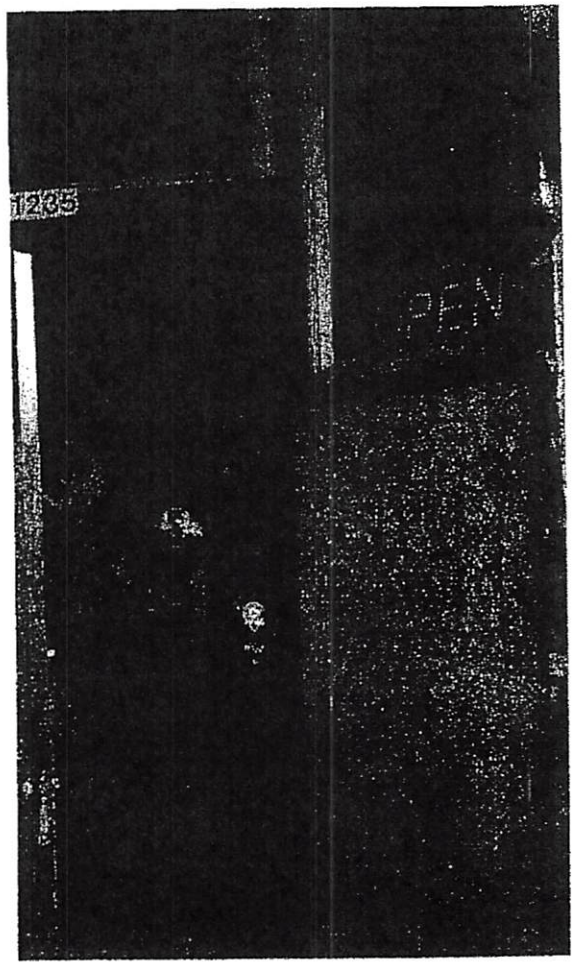
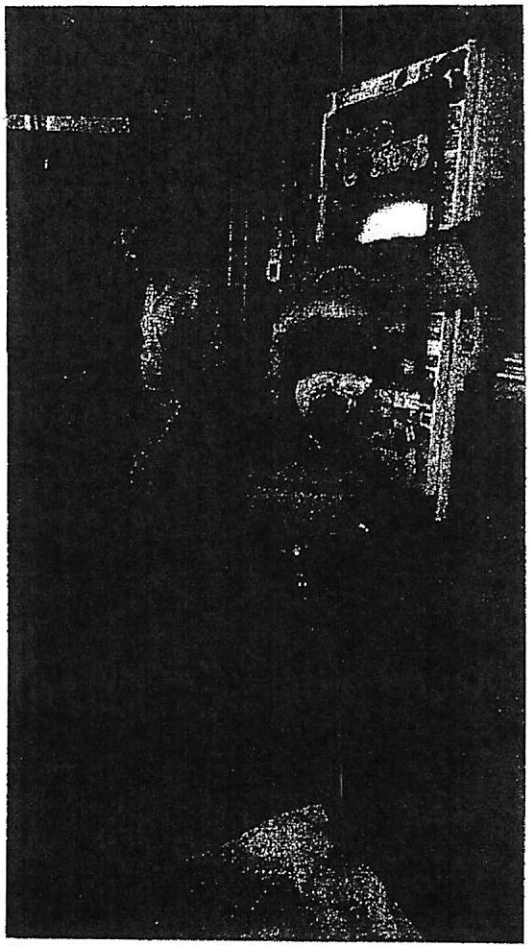
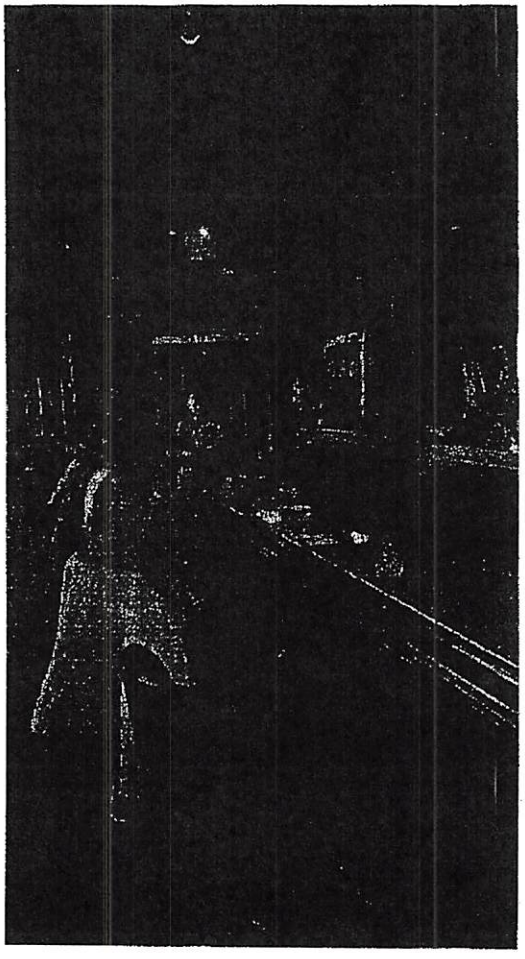


Exhibit to
Affidavit Relating to Operation of Tavern





AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Leo R. Bonelli Jr.

2. I reside at the following address: 2417 W. Koning Dr.

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1st day of April, 2022 (the "Business Date"), I was present at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. I assisted Laura K. Schultz, the licensed bartender, in preparing, serving and selling drinks to members of the public.

6. I received payment for the drinks purchased and provided the funds at the end of the night to the Tavern operator.

7. The Tavern was open to the public on the Business Date.

8. Attached to this Affidavit are photographs of me and customers physically present on the Business Date in the interior of the Tavern when it was open to the public on the Business Date.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

Leo R. Bonelli Jr.

Subscribed and sworn to before me this 19th day of June, 2022

Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.

Exhibit to
Affidavit Relating to Operation of Tavern

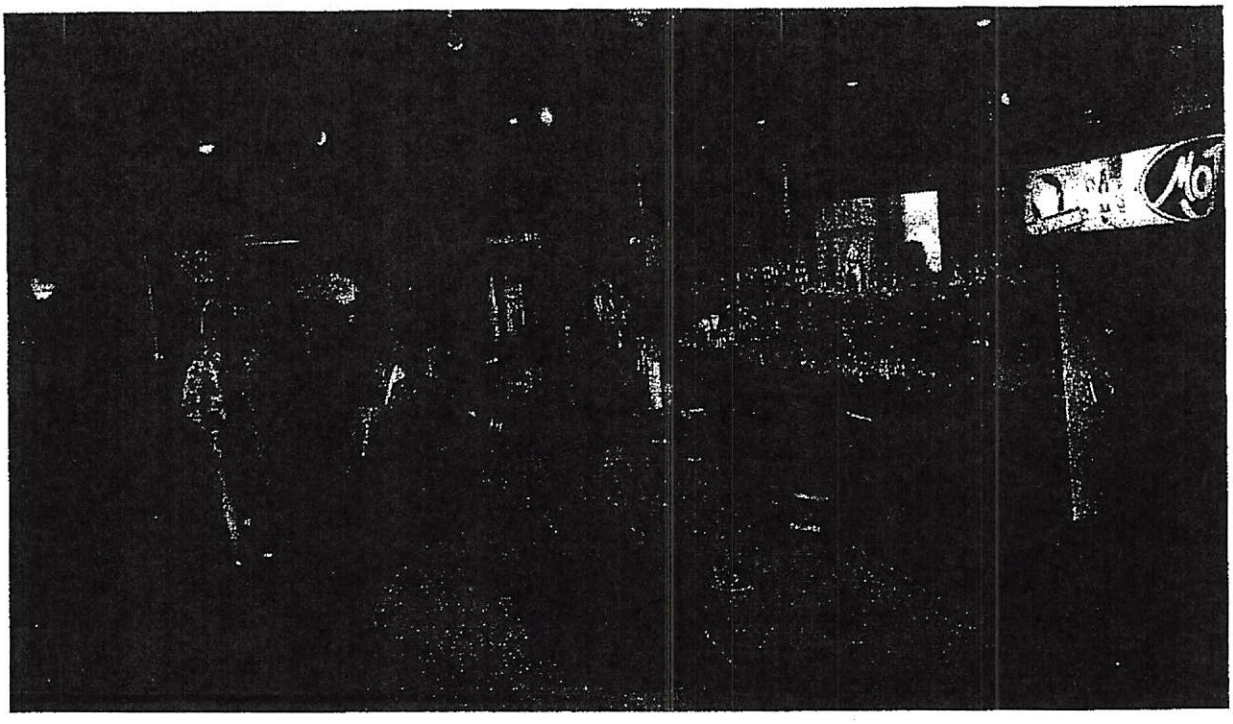


Exhibit to
Affidavit Relating to Operation of Tavern

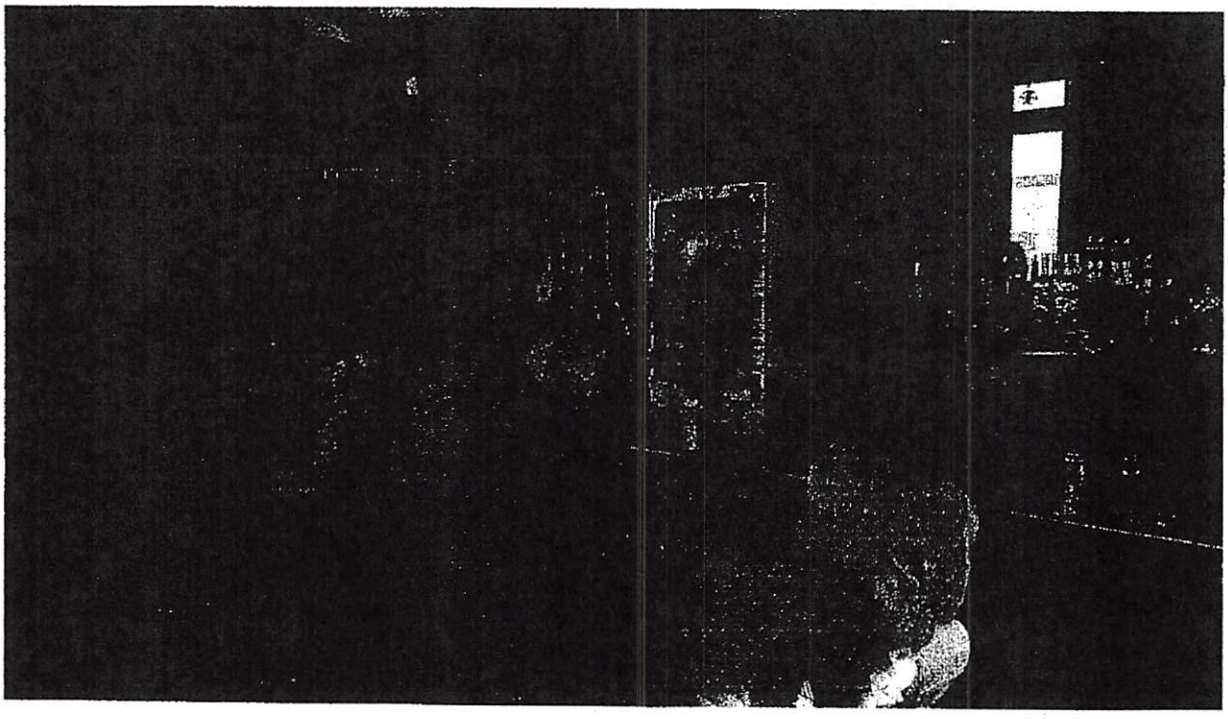


Exhibit to
Affidavit Relating to Operation of Tavern



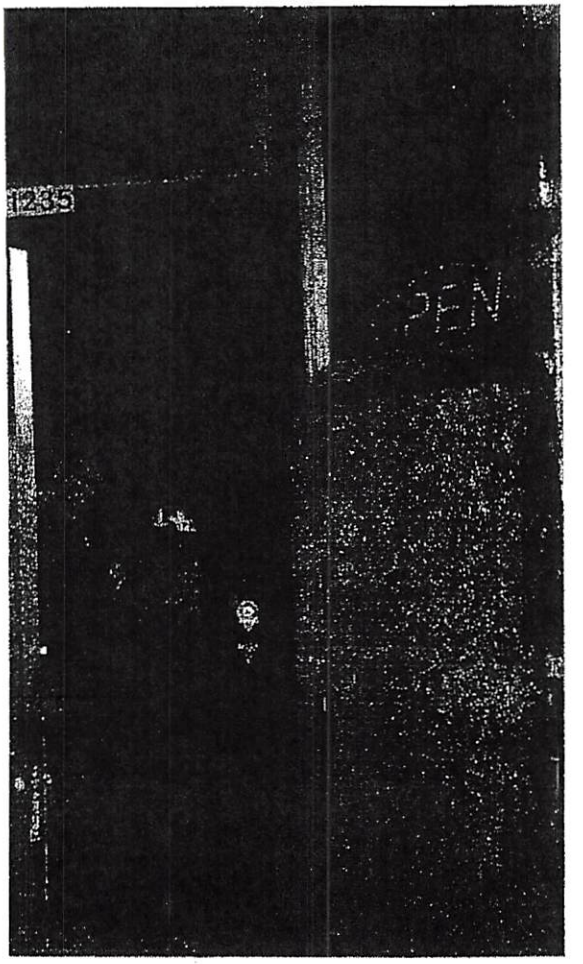
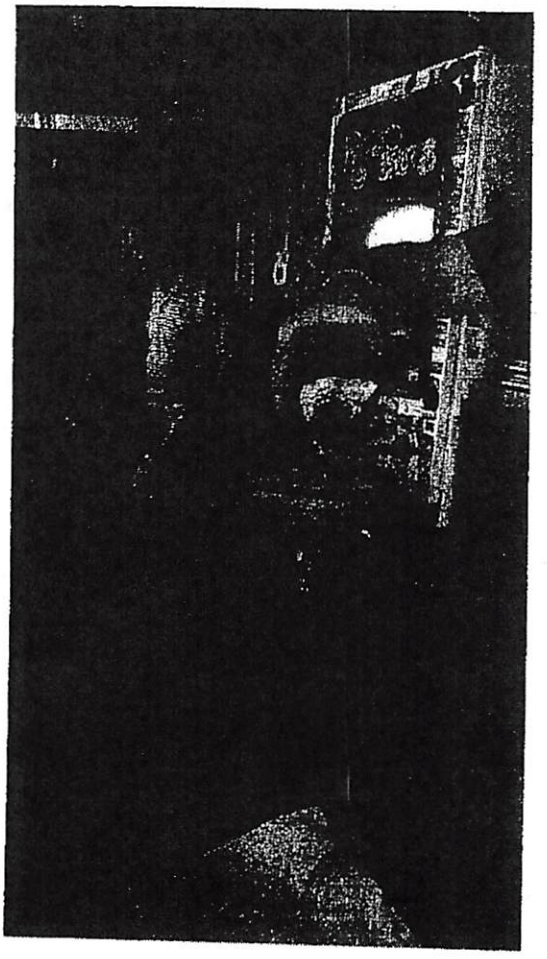
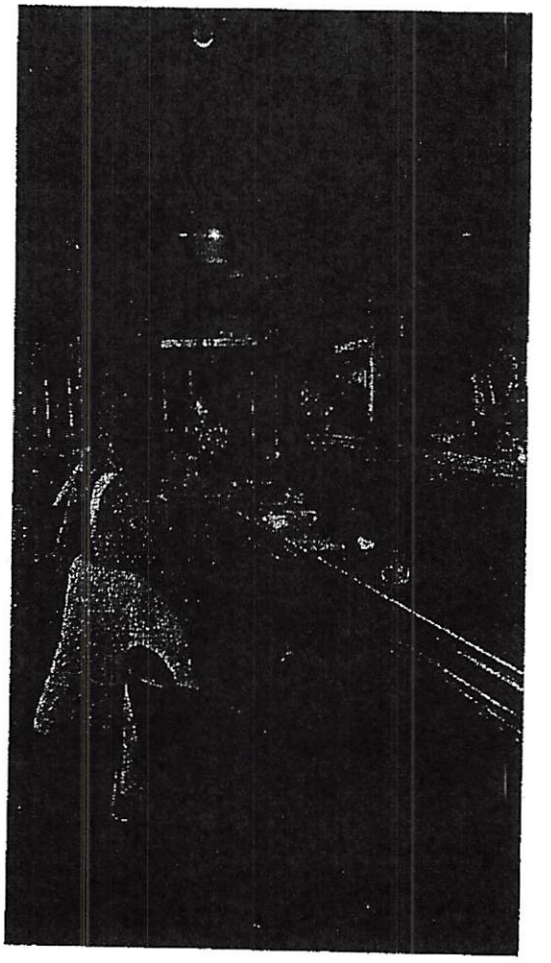


Exhibit to
Affidavit Relating to Operation of Tavern





AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Charlie VanGinkle

2. I reside at the following address:

2409 Mayflower Ave Sheboygan WI 53083

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1st day of April, 2022 (the "Business Date"), I was a customer at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. At the time I attended the Tavern on the Business Date, it was open to the public and I was not attending a private event.

6. Attached to this Affidavit is a photograph of me as a customer physically present on the Business Date in the interior of the Tavern.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

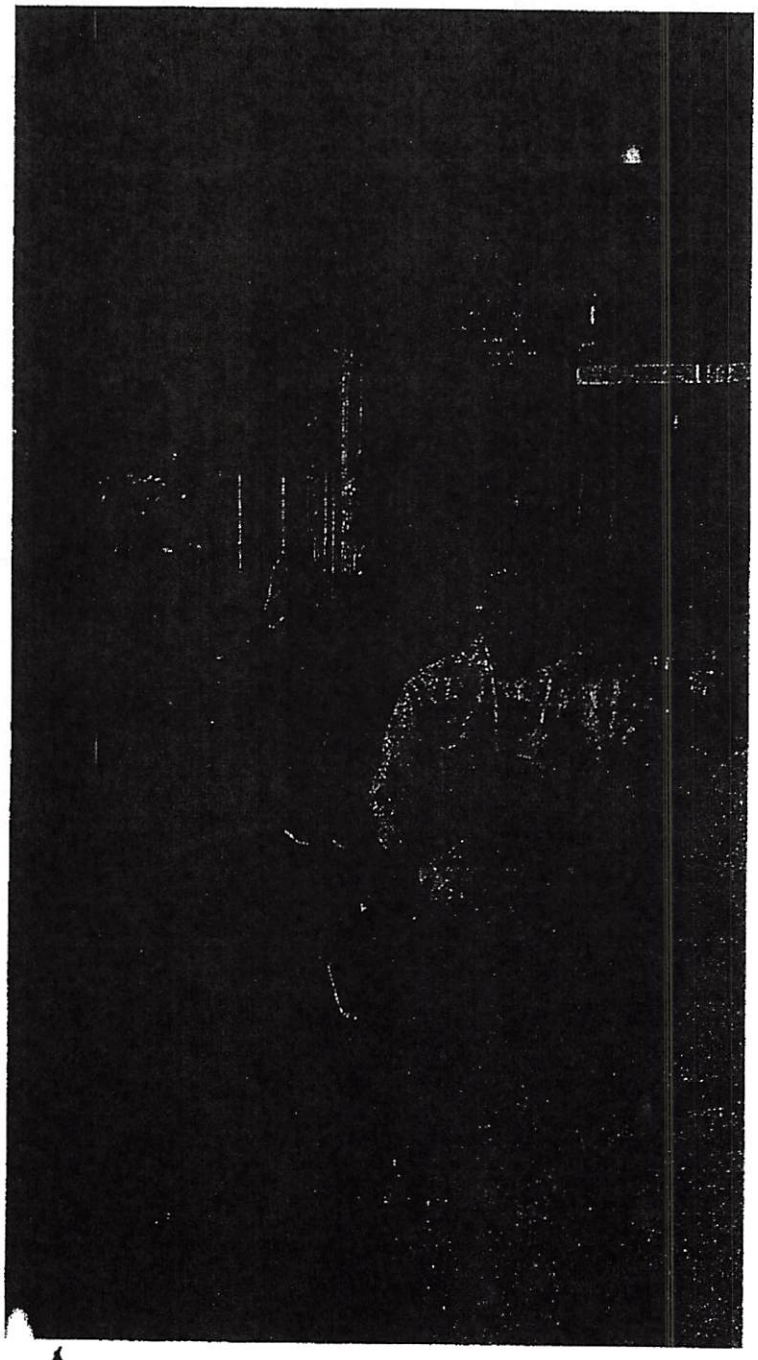
Further Affiant sayeth not

Subscribed and sworn to before me this 19th day of June, 2022

Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.

NOTARY PUBLIC
PETER R. MAYER
STATE OF WISCONSIN

Exhibit to
Affidavit Relating to Operation of Tavern



Charlie VanGinkle

AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Nicole VanGinkel

2. I reside at the following address:
2401 Mayflower Ave, Sheboygan, WI 53083

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1st day of April, 2022 (the "Business Date"), I was a customer at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. At the time I attended the Tavern on the Business Date, it was open to the public and I was not attending a private event.

6. Attached to this Affidavit is a photograph of me as a customer physically present on the Business Date in the interior of the Tavern.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

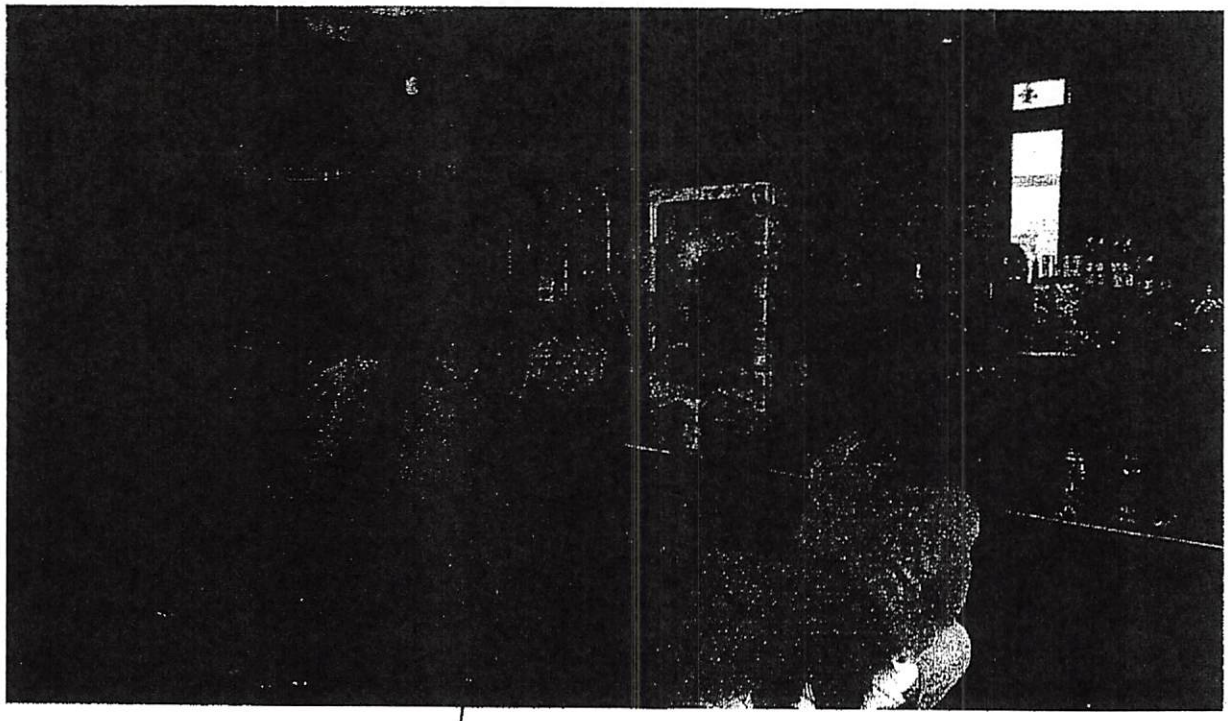
Nicole VanGinkel

Subscribed and sworn to before me this 19th day of June, 2022

Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.

NOTARY PUBLIC
PETER R. MAYER
STATE OF WISCONSIN

Exhibit to
Affidavit Relating to Operation of Tavern



Nicole VanGinkle (Nicole VanGinkle)

AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Katherine Jelinek-Zittel

2. I reside at the following address:

4600 Nicole Ln Sheboygan, WI 53083.

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1st day of April, 2022 (the "Business Date"), I was a customer at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. At the time I attended the Tavern on the Business Date, it was open to the public and I was not attending a private event.

6. Attached to this Affidavit is a photograph of me as a customer physically present on the Business Date in the interior of the Tavern.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

Subscribed and sworn to before me this 20th day of June, 2022

Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.

NOTARY PUBLIC
PETER R. MAYER
STATE OF WISCONSIN

Exhibit to
Affidavit Relating to Operation of Tavern

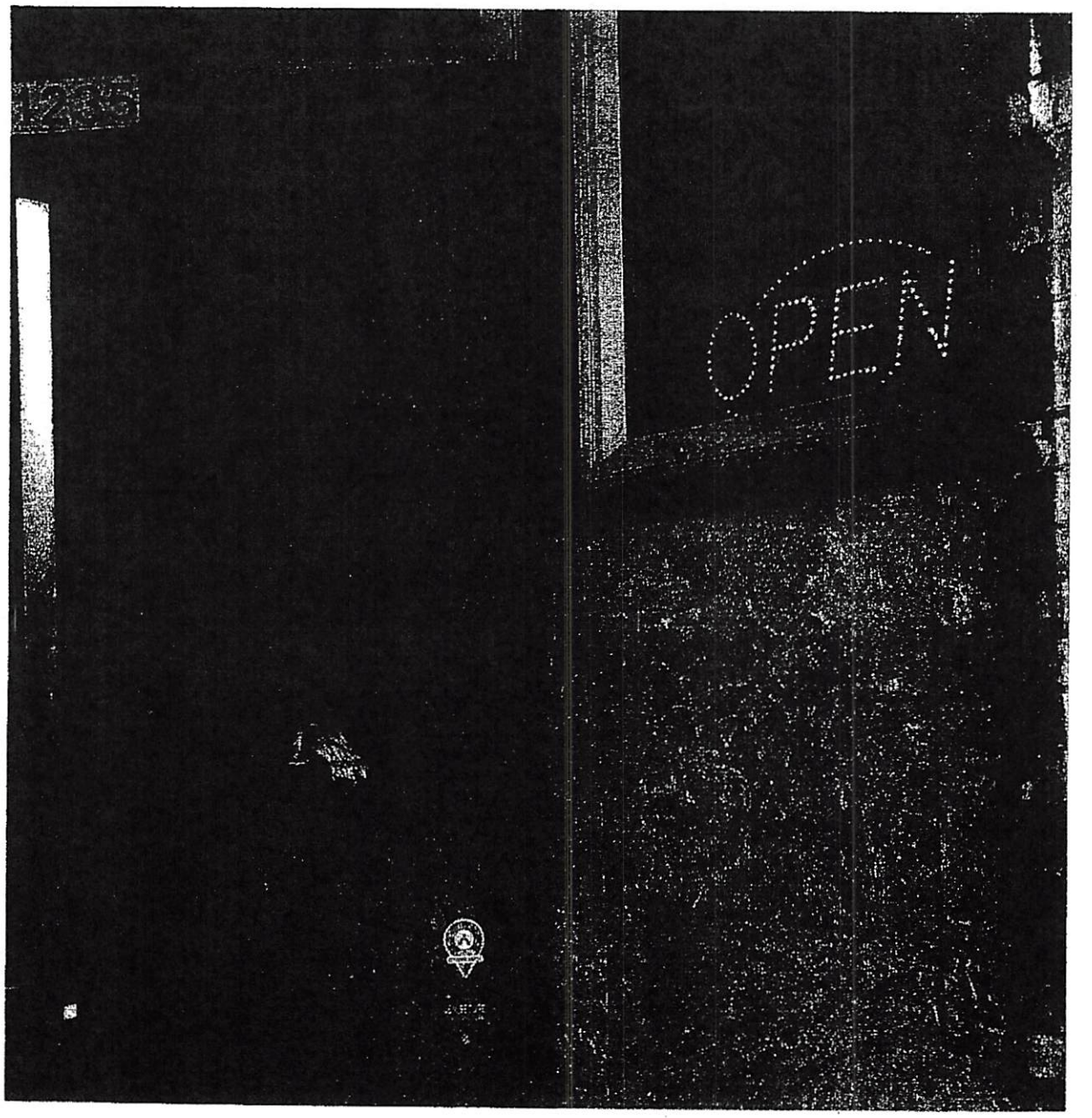


Exhibit to
Affidavit Relating to Operation of Tavern

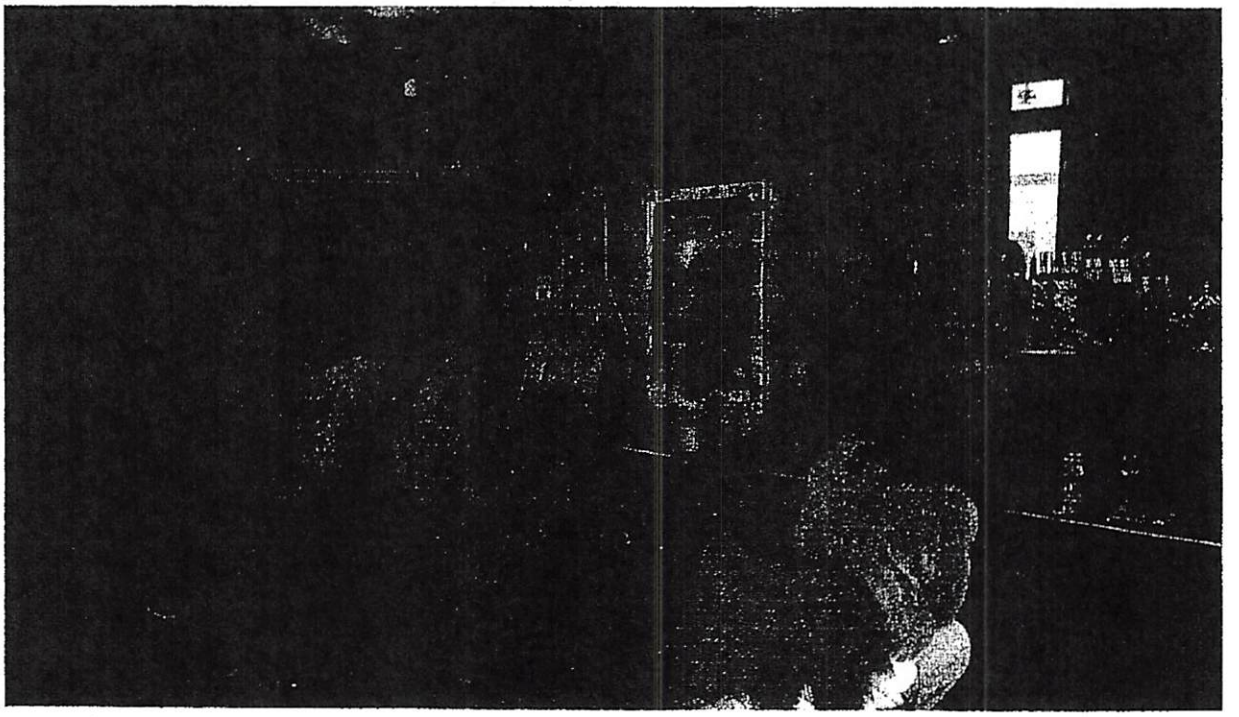


EXHIBIT F

From: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Sent: Tuesday, June 7, 2022 2:22 PM
To: Munnik, Jennifer <Jennifer.Munnik@dentaquest.com>
Cc: 'josephvoelkner@olsenkloetlaw.com' <josephvoelkner@olsenkloetlaw.com>
Subject: RE: Joe Bonelli - Mojo Hearing 6/8/2022

This message was sent securely using Zix®

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Good afternoon, Mr. Bonelli—

At tomorrow's hearing the process will be as follows:

I will present evidence in support of the staff recommendation that the license be non-renewed under the continuation of business ordinance. You will have the opportunity to ask questions of those witnesses on cross-examination. The entire matter will be based on the complaint we served on you.

Once I have presented my case, you will present your evidence opposing the staff recommendation. Be prepared to present any relevant evidence of whether or not you are in violation of the ordinance.

In addition, there is also often the opportunity for a brief opening statement before the evidence is presented, and brief closing statement afterward before the committee deliberates.

I will be representing the Clerk's Office and not the LHPS committee on this matter, since by assisting and advising the Clerk and the SPD, I would have a potential conflict were I also to advise the committee on this matter. As such, Attorney Joe Voelkner will be representing the council during the portion of the meeting related to your hearing. I have copied him on this email so that he is aware of our communication.

While this is a fairly formal hearing, and you should be prepared to present your evidence, I do also expect it to be simple and quick, as the only allegation is that you do not meet the requirements of the ordinance. The committee will either decline to renew the license (in which case you would still be eligible to make a presentation at a future meeting along with any other potential applicants to obtain any available license, including this one), or will renew the license. If they renew, the six months would be considered to have restarted on whatever date they determine you were in business.

Your matter is fairly early in the meeting, so please be there by 4:15, when the meeting is to start. Be advised I may be appearing remotely as I have been out with COVID. I am hoping to return tomorrow, as I have recovered, but I need a negative test to do so. If you need to appear remotely, we will need to know ASAP so we can get you that link.

Thanks,

Chuck Adams

City Attorney

From: Munnik, Jennifer <Jennifer.Munnik@dentaquest.com>
Sent: Tuesday, June 7, 2022 1:56 PM
To: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Cc: mojobar@sbcglobal.net
Subject: Joe Bonelli - Mojo Hearing 6/8/2022

Hi Chuck,

Reaching out in advance of tomorrows hearing to request the following:

- Information that I would need to present tomorrow to continue our license
- Still unclear why we didn't pass last meeting as the letter I received did not include any detail
- I would like to be prepared to address pertinent details tomorrow and am yet unclear as to what might be needed

I have reached out to your office numerous times and have also left multiple voicemails and I've yet to receive direction. If you could please respond to this email or call me directly, I would greatly appreciate it.

Thanks in advance,
Joe Bonelli
920-254-0564

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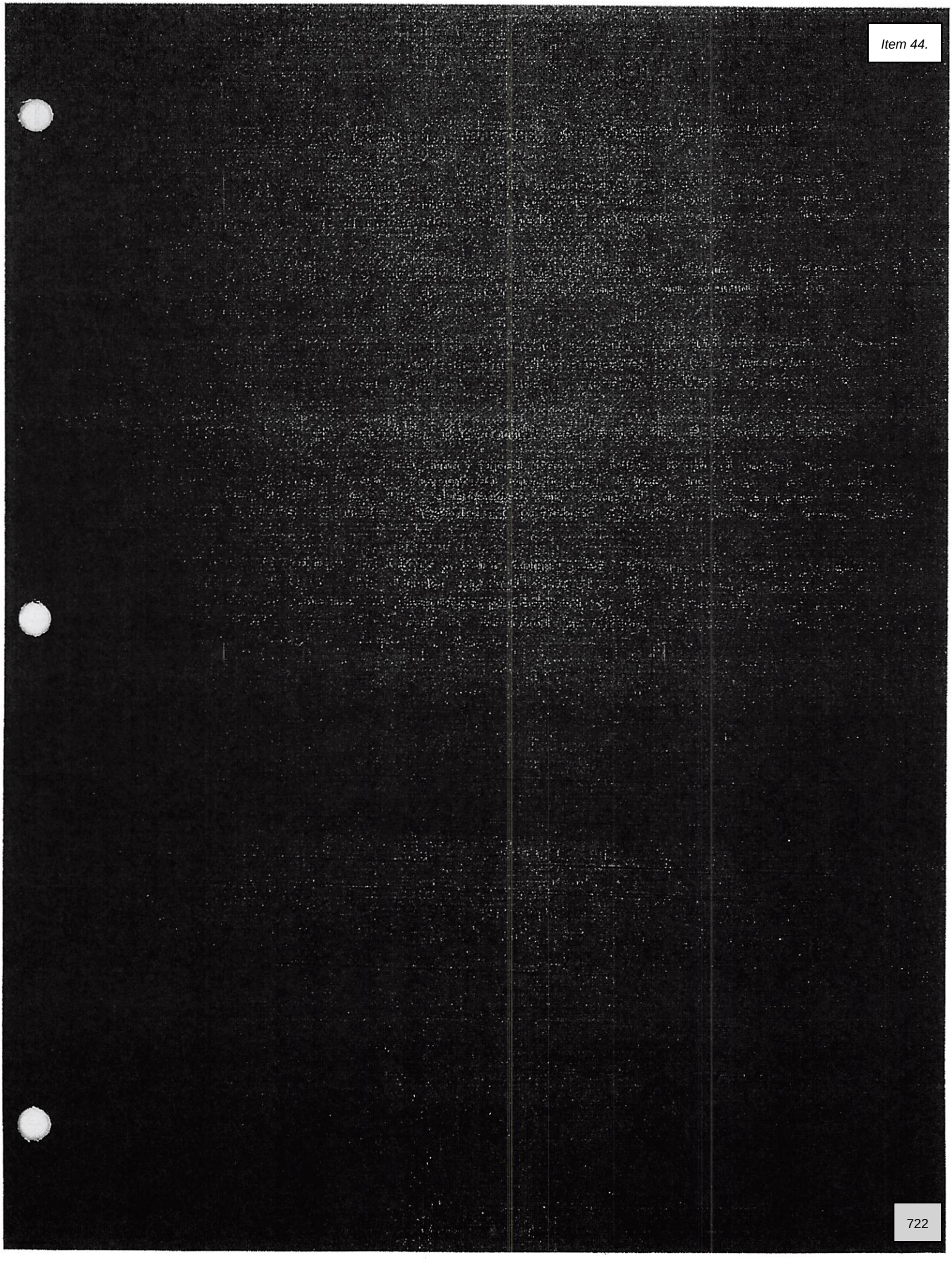

EXHIBIT H

Peter Mayer

From: Peter Mayer <peter@wisclawyer.com>
Sent: Thursday, June 16, 2022 3:30 PM
To: 'Kathryn.Hoffman@sheboyganwi.gov'; 'DeBruin, Meredith'
Cc: 'Joseph Bonelli'; Joe Voelkner (josephvoelkner@olsenkloetlaw.com); 'Adams, Charles'; 'ryan.sorenson@sheboyganwi.gov'; 'todd.wolf@sheboyganwi.gov'
Subject: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

Importance: High

Dear Madam Clerk and Ms. Hoffman,

I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"). The Hearing related to a determination of whether the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

First, the letter from your office directing Bonelli to appear on August 20, 2022, for purposes of his appeal was read by him exactly as you stated. Specifically, that the review of the Hearing and the License would take place on August 20, 2022. Therefore, we strenuously object at this late date to a change in the time of the appeal by the City Common Council. We find this conduct reprehensible by your office. Furthermore, it is impossible at this late date to provide the materials to the Common Council for proper review.

Second, we request an immediate preparation of a transcript of the Hearing, as allowed by Section 125.12(2)(b)2., Wis. Stats., and a delivery of that transcript within a prudently reasonable number of days prior to the City Common Council appeal meeting to allow for proper review and preparation in advance of the appeal. It is meaningless for the Committee to deliver a copy of the transcript after the appeal is heard by the Common Council.

Third, we strenuously object to the report prepared by the Committee, as required by Section 125.12(2)(b)3., Wis. Stats. The "report" delivered is not complete and states the will and not the judgment of the Committee in that the facts are not laid out but given as a mere recital of the Committee's desired result. It is my understanding that Bonelli presented to the Committee uncontroverted testimony of the Business sale of alcohol from the Premises under the License on April 1, 2022, within six months and proving compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance"). The "facts" of the "report" are conclusory and without any evidence.

Lastly, we hereby request a de novo hearing before the City Common Council and a removal of both Attorney Adams and Attorney Voelkner from any involvement in this matter, except for Attorney Adams continued role as a witness. It is my understanding that at the time of the Hearing at the first available opportunity, Bonelli informed and advised the Committee that he objected to those individuals as legal counsel present at the Hearing due to conflict and other ethics breaches, requested that they not participate, and requested an adjournment of the Hearing to address the issue of bias and impartiality of the Committee conducting the Hearing. Additional information will forthcoming and be presented to those attorneys directly. Needless to say, their involvement in this matter has so tainted the legitimacy of the Hearing as to require a de novo hearing.

This communication is being sent via e-mail due to the urgency of the matter and will be hand-delivered in letter format tomorrow as well.

Sincerely,
Peter R. Mayer
State Bar No. 1009680

Peter R. Mayer
MAYER LAW FIRM, S. C.
1+ Client First Value Added
502 North 6th Street
Sheboygan, WI 53081-4611
(920) 980-8241
peter@wisclawyer.com

From: Joseph Bonelli <mojobar@me.com>
Sent: Thursday, June 16, 2022 2:03 PM
To: Peter Mayer <peter@wisclawyer.com>
Subject: Fwd: Correct date of Common Council meeting

Sent from my iPhone

Begin forwarded message:

> **From:** "Hoffman, Kathryn" <Kathryn.Hoffman@sheboyganwi.gov>
> **Date:** June 15, 2022 at 10:54:37 AM CDT
> **To:** mojobar@me.com
> **Cc:** Joseph Voelkner <josephvoelkner@olsenkloetlaw.com>
> **Subject: Correct date of Common Council meeting**
>
> Mr. Bonelli,
>
> I just noticed that there was a typo in the letter our office sent to you dated June 10th. The next regularly scheduled council meeting is on Monday, June 20, 2022 at 6:00 p.m., NOT August 20th as indicated in the letter. I apologize for any confusion this may have caused.
>
> Kathy
>
> ***Kathy Hoffman***
> *State Bar of Wisconsin Certified Paralegal*
> City Attorney's Office
> 828 Center Ave., Suite 210
> Sheboygan, WI 53081
> Ph. 920-459-6453 / Fax 920-459-3919
> e-mail: kathryn.hoffman@sheboyganwi.gov

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EXHIBIT I

MAYER LAW FIRM, S. C.
1+ Client First Value Added

502 North 6th Street
Sheboygan, WI 53081-4611

(920) 980-8241
e-mail:peter@wisclawyer.com
Firm web site: wisclawyer.com

June 17, 2022

(6 pages)

VIA HAND-DELIVERY

City of Sheboygan
c/o Meredith DeBruin,
City of Sheboygan City Clerk
828 Center Avenue
Sheboygan, WI 53081

City Attorneys Office
City Hall
828 Center Avenue
Sheboygan, WI 53081
Attn. Kathryn Hoffman

Re: City of Sheboygan; One More Time, LLC and Joseph P. Bonelli;
Alcohol Beverage License No. 2301; City of Sheboygan Ordinance Section 10-46

Dear Madam Clerk and Ms. Hoffman:

I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"). The Hearing related to a determination of whether the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

First, the letter from your office directing Bonelli to appear on August 20, 2022, for purposes of his appeal was read by him exactly as you stated. Specifically, that the review of the Hearing and the License would take place on August 20, 2022. Therefore, we strenuously object at this late date to a change in the time of the appeal by the City Common Council. We find this conduct reprehensible by your office. Furthermore, it is impossible at this late date to provide the materials to the Common Council for proper review.

Second, we request an immediate preparation of a transcript of the Hearing, as allowed by Section 125.12(2)(b)2., Wis. Stats., and a delivery of that transcript within a prudently reasonable number of days prior to the City Common Council appeal meeting to allow for proper review and preparation in advance of the appeal. It is meaningless for the Committee to deliver a copy of the transcript after the appeal is heard by the Common Council.

MAYER LAW FIRM, S. C.
1+ Client First
Value Added

Third, we strenuously object to the report prepared by the Committee, as required by Section 125.12(2)(b)3., Wis. Stats. The "report" delivered is not complete and states the will and not the judgment of the Committee in that the facts are not laid out but given as a mere recital of the Committee's desired result. It is my understanding that Bonelli presented to the Committee uncontroverted testimony of the Business sale of alcohol from the Premises under the License on April 1, 2022, within six months and proving compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance"). The "facts" of the "report" are conclusory and without any evidence.

Lastly, we hereby request a de novo hearing before the City Common Council and a removal of both Attorney Adams and Attorney Voelkner from any involvement in this matter, except for Attorney Adams continued role as a witness. It is my understanding that at the time of the Hearing at the first available opportunity, Bonelli informed and advised the Committee that he objected to those individuals as legal counsel present at the Hearing due to conflict and other ethics breaches, requested that they not participate, and requested an adjournment of the Hearing to address the issue of bias and impartiality of the Committee conducting the Hearing. Additional information will forthcoming and be presented to those attorneys directly. Needless to say, their involvement in this matter has so tainted the legitimacy of the Hearing as to require a de novo hearing.

This letter is being hand-delivered to follow on an e-mail sent the day prior due to the urgency of the matter. Please advise me at your earliest convenience of your intentions with respect to this matter.

Sincerely yours,

Peter R. Mayer

PRM/s
pc. Mayor Ryan Sorenson
City Licensing Clerk
City Administrator Todd Wolf
City Attorney Charles Adams
Joseph Voelkner, Esq.
Joseph P. Bonelli

Peter Mayer

From: Peter Mayer <peter@wisclawyer.com>
Sent: Monday, June 20, 2022 1:00 PM
To: 'DeBruin, Meredith'
Subject: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

Meredith,

I will be bringing the packet to you within the hour. My letter constitutes objection to the report of the Committee and request for reversal of the Committee decision and renewal of the license, but not the detailed arguments for that objection and request. My letter also constitutes objection to other components of this review.

I would like to talk to you about this. Mr. Bonelli received written direction from the City Attorney's office that the City Common Council review would occur in August. That was corrected, but not until late last week. We also requested a transcript of the hearing, which has not yet been provided to us. We were also not informed under Section 125.12(2)(b)3., Wis. Stats., whether our arguments "shall be presented orally, in writing, or both." It is our request that the City abide by the statutory procedures and adjourn this matter until it can do so properly. Failing that, I would like to appear and be heard and be allowed to present oral arguments on this matter this evening. (Mr. Bonelli was also planning to be present, but since he is sick, I have instructed him that he may NOT attend in order to prevent any spread of disease.)

If the City Common Council proceeds this evening and does not reverse the Committee decision and renew the license, we do intend to appeal to Sheboygan County Circuit Court under Section 125.12(2)(d), Wis. Stats. The misdirection by the City Attorney's office on date of the City Council review, the failure to provide a transcript, and the absence of direction of how to present arguments should alone be sufficient to overturn the decision. Therefore, it seems prudent in the efficient administration of justice to at least adjourn this and avoid those procedural defects.

Sincerely,
Peter Mayer

Peter R. Mayer
MAYER LAW FIRM, S. C.
Client First Value Added
502 North 6th Street
Sheboygan, WI 53081-4611
(920) 980-8241
peter@wisclawyer.com

From: DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>
Sent: Monday, June 20, 2022 11:36 AM
To: 'peter@wisclawyer.com' <peter@wisclawyer.com>
Subject: RE: SPAM RE: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

Good morning,

We have not yet received the hand-delivered letter, but I would like to clarify if this is your "written arguments in response presented by the licensee"? This is the language that is included in the Report of Committee that is on the agenda for this evening.

Thank you,
Meredith

From: Peter Mayer <peter@wisclawyer.com>
Sent: Friday, June 17, 2022 4:21 PM
To: Hoffman, Kathryn <Kathryn.Hoffman@sheboyganwi.gov>; DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>
Cc: 'Joseph Bonelli' <mojobar@me.com>; Joe Voelkner <josephvoelkner@olsenkloetlaw.com>; Adams, Charles <Charles.Adams@sheboyganwi.gov>; Sorenson, Ryan <Ryan.Sorenson@sheboyganwi.gov>; Wolf, Todd <Todd.Wolf@sheboyganwi.gov>
Subject: SPAM RE: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

Please see the attached letter which will be hand-delivered this afternoon.

Peter R. Mayer
MAYER LAW FIRM, S. C.
Client First Value Added
502 North 6th Street
Sheboygan, WI 53081-4611
(920) 980-8241
peter@wisclawyer.com

From: Peter Mayer <peter@wisclawyer.com>
Sent: Thursday, June 16, 2022 3:30 PM
To: 'Kathryn.Hoffman@sheboyganwi.gov' <Kathryn.Hoffman@sheboyganwi.gov>; 'DeBruin, Meredith' <Meredith.DeBruin@sheboyganwi.gov>
Cc: 'Joseph Bonelli' <mojobar@me.com>; Joe Voelkner (josephvoelkner@olsenkloetlaw.com) <josephvoelkner@olsenkloetlaw.com>; 'Adams, Charles' <Charles.Adams@sheboyganwi.gov>; 'ryan.sorenson@sheboyganwi.gov' <ryan.sorenson@sheboyganwi.gov>; 'todd.wolf@sheboyganwi.gov' <todd.wolf@sheboyganwi.gov>
Subject: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli
Importance: High

Dear Madam Clerk and Ms. Hoffman,

I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"). The Hearing related to a determination of whether the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

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This communication is being sent via e-mail due to the urgency of the matter and will be hand-delivered in letter format tomorrow as well.

Sincerely,
Peter R. Mayer
State Bar No. 1009680

Peter R. Mayer
MAYER LAW FIRM, S. C.
1st Client First Value Added
502 North 6th Street
Sheboygan, WI 53081-4611
(920) 980-8241
peter@wisclawyer.com

From: Joseph Bonelli <mojobar@me.com>
Sent: Thursday, June 16, 2022 2:03 PM
To: Peter Mayer <peter@wisclawyer.com>
Subject: Fwd: Correct date of Common Council meeting

Sent from my iPhone

Begin forwarded message:

From: "Hoffman, Kathryn" <Kathryn.Hoffman@sheboyganwi.gov>
Date: June 15, 2022 at 10:54:37 AM CDT
To: mojobar@me.com
Cc: Joseph Voelkner <josephvoelkner@olsenkloetlaw.com>
Subject: Correct date of Common Council meeting

Mr. Bonelli,

I just noticed that there was a typo in the letter our office sent to you dated June 10th. The next regularly scheduled council meeting is on Monday, June 20, 2022 at 6:00 p.m., NOT August 20th as indicated in the letter. I apologize for any confusion this may have caused.

Kathy

Kathy Hoffman
State Bar of Wisconsin Certified Paralegal
City Attorney's Office
828 Center Ave., Suite 210
Sheboygan, WI 53081
Ph. 920-459-6453 / Fax 920-459-3919
e-mail: kathryn.hoffman@sheboyganwi.gov

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VII

R. C. No. 31 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 20, 2022.

Your Committee to whom was referred R. O. No. 14-22-23 by City Clerk submitting various license applications, hereby reports as follows:

On May 18, 2022, your Committee, via the authority delegated to a staff task force to review such matters, recommended that the Common Council not renew the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

Pursuant to its right provided by state statute, One More Time, LLC requested a hearing to review the decision not to renew the license. Your committee held that hearing at its meeting on June 8, 2022.

At the time scheduled for the hearing, One More Time, LLC and its agent, Joseph P. Bonelli, appeared before the committee. The City appeared by City Attorney Charles Adams. The Committee was advised by special counsel, Joseph Voelkner of Olsen, Kloet, Gunderson & Conway.

After hearing from the parties, the committee found the following fact:

One More Time, LLC has violated municipal regulations adopted under Wis. Stat. § 125.10; to wit, § 10-46, Sheboygan Municipal Code, in that, as a retail licensee, One More Time, LLC suspended or ceased doing business for six consecutive months or more, beginning October 3, 2021, without good cause shown.

EXHIBIT J
(2 pages)

Based on these findings of facts, your committee recommends that, pursuant to Wis. Stat. § 125.12 (2)(b)3, the common council receive the findings of fact stated above and any written arguments in response presented by the licensee, and uphold the decision to deny renewal of the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

_____ _____

_____ _____

_____ _____

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

CITY OF SHEBOYGAN

SIXTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, June 20, 2022

EXHIBIT K

OPENING OF MEETING

1. **Roll Call**
   Alderpersons present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar – 10.

2. **Pledge of Allegiance**

3. **Approval of Minutes**

   MOTION TO APPROVE MINUTES FROM THE JUNE 6, 2022 MEETING
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

4. **Confirmation of Mayoral Appointments**
   Angela Ramey to Public Works Committee, Zach Rust to Architectural Review Board, Christine Campe to Library Board, Andy Ross to Board of Review, Stephanie Goetz to Senior Service Commission, and James VanAkkeren, Geralyn Leannah, Rebecca Clarke and Lora Hagen to Sustainable Task Force

   MOTION TO CONFIRM APPOINTMENTS
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

5. **Presentation**
   Citizens Fire Academy (CFA) by Eric Montellano Fire Chief

6. **Presentation**
   Affordable Housing Market Study Update on Progress by Chad Pelishek, Director of Planning and Development

7. **Public Forum**
   Limit of five people having five minutes each with comments limited to items on this agenda. Maeve Quinn and Peter Mayer spoke.

8. **Mayor's Announcements**
   Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar,

Rust, Ramey – 10.

10. R. O. No. 22-22-23 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

    MOTION TO RECEIVE AND FILE THE R. O.
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

11. R. C. No. 30-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 9-22-23 by City Clerk submitting various license applications; recommends denying License #3539 Reynoso Properties, LLC.

    MOTION TO RECEIVE THE R. C. AND DENY THE LICENSE
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

12. R. C. No. 32-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 14-22-23 by City Clerk submitting various license applications; recommends granting the extension of open for Business to License No. 3333 (Kohler Company) and approving the renewal of the alcohol license.

    MOTION TO RECEIVE THE R. C. AND GRANT THE EXTENSION AND RENEWAL
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

13. R. C. No. 29-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R.O. No. 21-22-23 by City Clerk submitting various license applications; recommends amending the R. O. to include license #2207 and granting the license applications with caveats.

    MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS WITH CAVEATS
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

14. R. C. No. 34-22-23 by Public Works Committee to whom was referred Res. No. 22-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Evergreen Park – Area 5 Pedestrian Bridge; recommends adopting the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

15. R. C. No. 28-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 23-22-23 by Alderpersons Felde and Ackley authorizing acceptance of the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

16. R. C. No. 37-22-23 by Finance and Personnel Committee to whom was referred Res. No. 26-22-23 by Alderpersons Mitchell and Filicky-Peneski approving an amendment to the Project Plan and Boundaries of Tax Incremental District No. 16, City of Sheboygan, Wisconsin; recommends adopting the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

17. R. C. No. 35-22-23 by Public Works Committee to whom was referred Res. No. 27-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with K-W Electric, Inc. for the replacement of the emergency electrical generator at Sheboygan Fire Department Fire Station #2; recommends adopting the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

18. R. C. No. 36-22-23 by Public Works Committee to whom was referred Res. No. 28-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Addendum dated April 18, 2022 to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program; recommends adopting the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

REPORT OF OFFICERS

19. R. O. No. 23-22-23 by City Clerk submitting a communication from Grateful Properties, LLC requesting an encroachment on their property located at 340/342 South Pier Drive for the purpose of adding an outdoor seating deck. REFER TO CITY PLAN COMMISSION

20. R. O. No. 24-22-23 by City Clerk submitting a communication from M. Squared Properties requesting an encroachment on their property located at 1444 Pershing avenue for the purpose of creating an asphalt driveway and parking lot. REFER TO CITY PLAN COMMISSION

RESOLUTIONS

21. Res. No. 29-22-23 by Alderpersons Felde and Ackley authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a hearing regarding the denial of "Class B" Alcohol Beverage License No. 3539-Reynoso Properties LLC (Pedro Reynoso, Jr., Agent) and authorizing payment for said services.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION
Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

22. Res. No. 30-22-23 by Alderpersons Felde and Ackley authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a quasi-judicial hearing regarding the non-renewal of "Class B" Alcohol Beverage License No. 2301-One More Time, LLC (Joseph P. Bonelli, Agent) and authorizing payment for said services.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION
Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

23. Res. No. 31-22-23 by Alderpersons Felde and Ackley authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

24. Res. No. 32-22-23 by Alderperson Mitchell pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Maywood Estates subdivision in the Town of Sheboygan. REFER TO CITY PLAN COMMISSION

REPORT OF COMMITTEES

25. R. C. No. 38-22-23 by Finance and Personnel Committee to whom was referred Res. No. 25-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an appropriation in the 2022 budget for grant funds received under the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; 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, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

26. R. C. No. 31-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 14-22-23 by City Clerk submitting various license applications; recommends denying the renewal of the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

MOTION TO RECEIVE THE R. C. AND DENY THE RENEWAL
Motion made by Felde, Seconded by Dekker.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

27. R. C. No. 33-22-23 by Finance and Personnel Committee to whom was referred Res. No. 24-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND REFER THE RESOLUTION TO THE FINANCE AND PERSONNE COMMITTEE
Motion made by Mitchell, Seconded by Heidemann.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Salazar, Rust, Ramey – 9.
Voting Nay: Perrella – 1.

GENERAL ORDINANCES

28. Gen. Ord. No. 3-22-23 by Alderperson Perrella repealing Gen. Ord. No. 39-21-22 granting Harbor Cafe, LLC, its successors and assigns, the privilege of encroaching upon certain portions of 340/342 South Pier Drive in the City of Sheboygan and granting Grateful Properties, LLC, its successors and assigns, the privilege of encroaching upon expanded portions of 340/342 South Pier Drive, as described in the City of Sheboygan for the purpose of adding an outdoor seating deck. REFER TO CITY PLAN COMMISSION

29. Gen. Ord. No. 4-22-23 by Alderperson Felde granting M Squared Properties, its successors and assigns, the privilege of encroaching upon described portions of 1444 Pershing Avenue in the City of Sheboygan for the purpose of creating an asphalt driveway and parking lot. REFER TO CITY PLAN COMMISSION

30. Gen. Ord. No. 5-22-23 by Alderpersons Dekker and Perrella creating a 30 Minute Parking zone on the west side of N. 15th Street north of Wisconsin Avenue. REFER TO PUBLIC WORKS COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW

31. R. O. No. 25-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

ADJOURN MEETING

32. Motion to Adjourn

MOTION TO ADJOURN AT 7:10 PM
Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

MAYER LAW FIRM, S. C.
1+ Client First Value Added

502 North 6th Street
Sheboygan, WI 53081-4611

(920) 980-8241
e-mail:peter@wisclawyer.com
Firm web site: wisclawyer.com

June 20, 2022

VIA HAND-DELIVERY

EXHIBIT L

City of Sheboygan
c/o Meredith DeBruin,
City of Sheboygan City Clerk
828 Center Avenue
Sheboygan, WI 53081

Re: City of Sheboygan; One More Time, LLC and Joseph P. Bonelli;
Alcohol Beverage License No. 2301; City of Sheboygan Ordinance Section 10-46

Dear Madam Clerk:

As you know, I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"), which related to a determination of whether the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

In my letter to you dated June 17, 2022, I stated ". . . **we request an immediate preparation of a transcript of the Hearing, as allowed by Section 125.12(2)(b)2., Wis. Stats**. . . ." A copy of my letter is enclosed for your convenience. Attorney Voelkner sent a letter dated June 20, 2022, to you confirming our right to a transcript. However, he also redirected you to provide a video link. Although I appreciate a video link, our first concern is the delivery of a written transcript. Since we have a deadline for filing a summons and complaint for review by certiorari, it is necessary to obtain the transcript promptly. Although Attorney Voelkner may address his matters differently, it is my practice to have the statements made at the Hearing referenced in the complaint. Please inform me of the approximate date by which the transcript will be ready and if you require payment or a deposit in advance.

Please note that a copy of this letter has been sent to Attorney Voelkner, but we continue to object to his representation in this matter and do not waive our objection by complying with professional requirements.

Sincerely yours,

Peter R. Mayer

PRM/s
pc. Joseph Voelkner, Esq.
Joseph P. Bonelli

VI

R. C. No. 216 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 76-22-23 by City Clerk submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 76 - 22 - 23. By CITY CLERK. November 7, 2022.

Submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan.

CITY CLERK

F+P

OCT 21 '22 PM 8:46
FILED
07-29-2022
Sheboygan County
Clerk of Circuit Court
2022CV000400
Honorable Kent Hoffmann
Branch 2

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

Midstate Amusement Games, LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2022CV000400
Class Code: Money Judgment

CITY OF SHEBOYGAN
SUITE 103
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server
Date: 10/21/22 Time: 8:33 am pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2022CV000400 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: 183e07

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: July 29, 2022

Item 45.

FILED
07-29-2022
Sheboygan County
Clerk of Circuit Court
2022CV000400
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC
1161 Industrial Parkway
Fond du Lac, Wisconsin 54937,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081,

Defendant.

SUMMONS

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

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

Within twenty (20) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan County Circuit Court, 615 N. 6th Street, Sheboygan, Wisconsin 53081, and to Plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 1000 N. Water Street, Suite 1700, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

47757524

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

Dated this 29th day of July, 2022.

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Mailing Address:
P.O. Box 2965
Milwaukee, WI 53201-2965

Electronically signed by
Kristina E. Somers
Kristina E. Somers
State Bar ID No. 1026028
Don M. Millis
State Bar ID No. 1015755
Sara Stellpflug Rapkin
State Bar ID No. 1076539
Attorneys for Plaintiff

Item 45.

FILED
07-29-2022
Sheboygan County
Clerk of Circuit Court
2022CV000400
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC
1161 Industrial Parkway
Fond du Lac, Wisconsin 54937,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081,

Defendant.

COMPLAINT

Plaintiff Midstate Amusement Games, LLC (the "Plaintiff"), by its undersigned counsel Reinhart Boerner Van Deuren s.c., for its Complaint against Defendant City of Sheboygan (the "City"), alleges as follows:

INTRODUCTION AND PARTIES

1. This is an action under Wis. Stat. § 74.35 to recover unlawful taxes that were imposed on Plaintiff by the City for the 2021 tax year, plus statutory interest, with respect to certain personal property located in the City (the "Property").

2. Plaintiff is a Wisconsin limited liability company with its principal office located at 1161 Industrial Parkway, Fond du Lac, Wisconsin 54937.

3. Plaintiff is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property, and is authorized to bring this claim in its own name.

4. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Sheboygan, Wisconsin 53081.

5. The Property is identified in City records as Account Nos. 59281860858P and 59281860857P.

6. The Property consists of amusement devices, including video games, arcade games, jukeboxes, electronic dart boards, ATMs and other machines.

JURISDICTION AND VENUE

7. The Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

8. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2).

FACTS

9. Plaintiff is a coin machine operator that provides a wide spectrum of gaming products and services to businesses in East Central Wisconsin including Oshkosh, Fond du Lac, Sheboygan, West Bend, Campbellsport, Kewaskum, Random Lake, Jackson, Plymouth, Ripon, Waupun, and the surrounding communities.

10. Plaintiff timely filed Statements of Personal Property with the City as of January 1, 2021 (the "Statements").

11. The Statements properly excluded personal property that was exempt by law from taxation.

12. For example, "machinery," which is defined by Wis. Stat. § 70.111(27)(a) to mean "a structure or assemblage of parts that transmits force, motion, or energy from one part to

another in a predetermined way by electrical, mechanical, or chemical means," is exempt from personal property tax.

13. The Property includes exempt "machinery."

14. Notwithstanding the Statements, the City assessed Account No. 59281860858P at $600,000 and Account No. 59281860857P at $14,150 as of January 1, 2021 (the "2021 Assessments").

15. Based on the 2021 Assessments, the City issued Plaintiff a 2021 tax bill for Account No. 59281860858P in the amount of $15,726.25 and a 2021 tax bill for Account No. 59281860857P in the amount of $370.87 (the "Tax Bills").

16. Plaintiff timely paid the Tax Bills issued by the City, and is aggrieved by the levy and collection of unlawful taxes against the Property.

17. The 2021 Assessments contained one or more palpable errors specified in Wis. Stat. § 74.33(1). Specifically, the Property was exempt from general property taxation pursuant to Wis. Stat. § 70.111(27) as of January 1, 2021 because most of the Property consisted of machinery not used in manufacturing.

18. Accordingly, following the procedure set forth in Wis. Stat. § 74.35 to recover taxes with respect to exempt property, on January 31, 2022, Plaintiff timely and personally served on the City Clerk a claim for refund to recover the taxes paid in connection with the Tax Bills (the "Refund Claim"). A true and correct copy of the Refund Claim as served on the City is attached hereto as Exhibit A and is incorporated herein by reference.

19. By letter received on or about May 19, 2022, Plaintiff received a notice of disallowance with respect to its Refund Claim from the City (the "Notice"). A true and correct copy of the Notice is attached hereto as Exhibit B and is incorporated herein by reference.

20. Plaintiff was aggrieved by the levy and collection of taxes on the Property and the City's failure to grant the Refund Claim.

21. Moreover, the City's failure to exempt the Property violated the rule of uniform taxation pursuant to Article VIII, Section 1 of the Wisconsin Constitution ("Uniformity Clause").

CLAIM FOR RELIEF

22. All of the foregoing paragraphs are incorporated as if fully re-alleged herein.

23. A tax with respect to property that was exempt by law is an "unlawful tax" pursuant to Wis. Stat. §§ 74.35(1) and 74.33(1)(c).

24. Plaintiff is a person aggrieved by the levy and collection of unlawful taxes by the City, and is, therefore, entitled to a refund of the tax pursuant to Wis. Stat. § 74.35(2), together with interest as provided by Wis. Stat. § 74.35(4).

25. With respect to the Refund Claim, Plaintiff is entitled to a refund in the amount of approximately $16,097.12, or such greater amount as may be determined by the Court, plus interest.

WHEREFORE, Plaintiff respectfully requests the following relief:

A. A determination that the Property was exempt as machinery pursuant to Wis. Stat. § 70.111(27)(a);

B. A determination that the Property was non-uniform with the assessments of other exempt and/or non-exempt property;

C. A determination that the Property subject to the 2021 Assessments included the value of exempt property;

D. A determination that Plaintiff paid tax on the 2021 Assessments;

E. A determination that the taxes paid on the 2021 Assessments constituted unlawful taxes for which Plaintiff is entitled to a refund;

F. Entry of judgment in favor of Plaintiff and against the City in the amount of:

1. $16,097.12, plus statutory interest; and

2. Costs and attorney's fees as allowed by law; and

3. Grant such other and further relief as the Court deems just and equitable.

Dated this 29th day of July, 2022.

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Mailing Address:
P.O. Box 2965
Milwaukee, WI 53201-2965

Electronically signed by
Kristina E. Somers
Kristina E. Somers
State Bar ID No. 1026028
Don M. Millis
State Bar ID No. 1015755
Sara Stellpflug Rapkin
State Bar ID No. 1076539
Attorneys for Plaintiff

AFFIDAVIT OF SERVICE

Claim Of Unlawful Tax

Case Number: _____

Plaintiff:
Midstate Amusement Games, LLC

vs.

Defendant:
City Of Sheboygan

For:
Kristina E. Somers
Reinhart, Boerner, Van Deuren S.C.
1000 North Water Street, Suite 1700
P.O. Box 2965
Milwaukee, WI 53201-2965

Received by East Central Wisconsin Process to be served on **City Of Sheboygan, 828 Center Avenue, Suite 103, Sheboygan, WI 53081**.

I, Patrick Lamb, being duly sworn, depose and say that on the **31st day of January, 2022** at **11:28 am**, I:

served a **GOVERNMENT AGENCY** by delivering a true copy of the **Claim Of Unlawful Tax** with the date and hour of service endorsed thereon by me, to: **Meredith Debruin** as **City Clerk** for **City Of Sheboygan**, and informed said person of the contents therein, in compliance with State Statutes.

I certify that I am not a party to the action, that I am an adult resident of the State of Wisconsin, that I am of legal age and have proper authority in the jurisdiction in which this service was completed.

Subscribed and Sworn to before me on the 31st day of January, 2022 by the affiant who is personally known to me

Julie A. Lamb
NOTARY PUBLIC
My Commision Expires: 6-5-24

JULIE A LAMB NOTARY PUBLIC STATE OF WISCONSIN

Patrick Lamb
Process Server

East Central Wisconsin Process
P.O. Box 1211
Sheboygan, WI 53083
(920) 458-2109

Our Job Serial Number: EWP-2022000054
Service Fee: $60.00

EXHIBIT
A

Copyright © 1992-2022 Database Services, Inc. - Process Server's Toolbox V8.2b

 Rec'd

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com

Kristina E. Somers
Direct Dial: 414-298-8249
ksomers@reinhartlaw.com

January 31, 2022

CLAIM OF UNLAWFUL TAX

SERVED BY PROCESS SERVER

Process Server
Date 1/31/22 Time 11:28 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Dear Ms. DeBruin:

Re: Midstate Amusement Games, LLC
Account Nos. 59281860858P and
59281860857P

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2021 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Numbers 59281860858P and 59281860857P.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed Statements of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2021 ("Statements"). The Statements properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim at the following amounts as of January 1, 2021 ("Assessed Values"):

Account No.	Assessment
59281860858P	$600,000
59281860857P	$ 14,150

7. Based on the Assessed Values, the City issued the Claimant 2021 tax bills in the following amounts ("Tax Bills"):

Account No.	Tax
59281860858P	$15,726.25
59281860857P	$ 370.87

8. The Claimant timely paid the Tax Bills issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is $16,097.12, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,

Kristina E. Somers

Kristina E. Somers

46724340

City of
Sheboygan
spirit on the lake.

May 18, 2022

CERTIFIED & RESTRICTED MAIL

Reinhart Boerner Van Deuren s.c.
c/o Attorney Kristina Somers
P.O. Box 2965
Milwaukee, WI 53201

Re: Your Claimant: Midstate Amusement Games, LLC
Date of Loss: 2021 Tax Year

Dear Attorney Somers:

City of Sheboygan staff have reviewed and considered your claim filed on January 31, 2022, concerning damages your claimant allegedly received, and denied it in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA/mms

cc: City Clerk Meredith DeBruin
Financial Reporting Analyst Margo Wagner
Director of Liability Claims Allison DeFranze

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

EXHIBIT
B

SHEBOYGAN CITY ATTORNEY
828 CENTER AVENUE, SUITE 210
SHEBOYGAN, WI 53081

RETURN RECEIPT REQUESTED

CERTIFIED MAIL®

7016 2710 0000 7505 1673

quadient
FIRST-CLASS MAIL
IMI
$013.33 0
05/18/2022 ZIP 53081
043M31230357

US POSTAGE

RESTRICTED DELIVERY

Reinhart Boerner Van Deuren s.c.
c/o Attorney Kristina Somers
1000 North Water Street, Suite 1700
Milwaukee, WI 53202-3197

RESTRICTED DELIVERY

53202@3186 C044

VI

R. C. No. 215 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 89-22-23 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

F+P 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

II

R. O. No. 89 - 22 - 23. By CITY CLERK. December 5, 2022.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

FPP

CITY CLERK

FILED
11-10-2022
Sheboygan Co
Clerk of Circuit Court
2022CV000590
Honorable Kent Hoffmann
Branch 2

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

Wal-Mart Real Estate Business Trust vs. City of Sheboygan

Electronic Filing Notice

Case No. 2022CV000590
Class Code: Money Judgment

CITY OF SHEBOYGAN
SUITE 100
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2022CV000590 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.

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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: cde48a

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: November 10, 2022

FILED
11-10-2022
Sheboygan County
Clerk of Circuit Court
2022CV000590
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST
C/O WAL-MART STORES, INC.
702 SW 8th Street,
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100,
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 22-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorneys, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 10th day of November, 2022.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440
Facsimile: 414-271-7680

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Case No.: 22-CV-
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(Money Judgment: Over $10,000)

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100,
Sheboygan, Wisconsin 53081,

Defendant.

COMPLAINT

Plaintiff, Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc., ("Walmart"), by its attorneys Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant, City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this Court that the 2022 value with respect to the parcel of real property in the City known as parcel #59281-479120 ("the Property"), is no more than $8,860,000 and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2022, plus statutory interest.

2. Walmart is a foreign corporate entity duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the owner of the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2022 value of the Property was set by the City Assessor's office at $18,010,500.

6. Walmart timely filed an objection to the 2022 assessment of the Property with the City's Board of Review ("BOR") pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of Wis. Stat. §70.37(3). A copy of the Waiver is attached as Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2022 was no higher than $8,860,000.

10. The 2022 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2022 was excessive.

11. Walmart is entitled to a refund of 2022 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2022 was no higher than $8,860,000.

14. Upon information and belief, the 2022 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2022 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2022 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart's right to a reduction in the 2022 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2022 value of the Property from $18,010,500 to $8,860,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2022 was no higher than $8,860,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 10th day of November, 2022.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440
Facsimile: 414-271-7680

Item 46.

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality
City of Sheboygan

County
Sheboygan

Requestor's name
Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc

Agent name *if applicable**
Gimbel, Reilly, Guerin & Brown LLP

Requestor's mailing address
PO Box 8050, Bentonville, AR 72716

Agent's mailing address
330 E. Kilbourn Avenue, Suite 1170
Milwaukee, WI 53202

Requestor's telephone number
(479) 204 - 3837
☒ Land Line ☐ Cell Phone

Agent's telephone number
(414) 271 - 1440
☒ Land Line ☐ Cell Phone

Requestor's email address
brandon.caplena@walmart.com

Agent's email address
cstrohbehn@grgblaw.com / rkamrowe@grgblaw.com

Property address
3711 South Taylor Drive, Sheboygan, WI 53081

Legal description or parcel number
59281 473120

Taxpayer's assessment as established by assessor – Value as determined prior to waiving of BOR hearing
$ 18,010,500

Property owner's opinion of value
$ 8,860,000

Basis for request
To take matter directly to Circuit Court as the 2020 and 2021 matters are currently in litigation.

Date Notice of Intent to Appear at BOR was given
09-08-2022

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason

Board of Review Chairman Signature — Vice Chair

9-12-2022
Date

☒ Taxpayer advised 9-13 2022 via certified mail
Date

PLAINTIFF'S EXHIBIT A

VI

R. C. No. 214 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 104-22-23 by City Clerk submitting a Summons and Complaint in the matter of Todd Wolf v. City of Sheboygan et al; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

F+P 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

II

R. O. No. 104 - 22 - 23. By CITY CLERK. February 20, 2023.

Submitting a Summons and Complaint in the matter of Todd Wolf v. City of Sheboygan et al.

FTP

CITY CLERK

Rec'd 2-6-2023
MD

Item 47.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Todd Wolf

Plaintiff(s)

v.

City of Sheboygan, Ryan Sorenson, Charles Adams, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Angela Ramey, Grazia Perella, Zachary Rust, Dean Dekker, Betty Ackley, Mary Lynne Donohue, Maya Hilty, Jill Pedigo Hall

Defendant(s)

Civil Action No. 23-CV-149

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Ryan Sorenson, Charles Adams, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Angela Ramey, Grazia Perella, Zachary Rust, Dean Dekker, City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Jennifer DeMaster, DeMaster Law LLC, 361 Falls Rd. #610, Grafton, Wisconsin 53024

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

GINA M. COLLETTI, CLERK OF COURT

Date: 02/06/2023

s/B. Xiong

Signature of Clerk or Deputy Clerk

JS 44 (Rev. 10/20)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

Place an "X" in the appropriate box (required): ☐ Green Bay Division ☒ Milwaukee Division

I. (a) PLAINTIFFS
Todd Wolf

(b) County of Residence of First Listed Plaintiff Sheboygan
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
DeMaster Law LLC, 361 Falls Rd #610, Grafton, Wisconsin 53024

DEFENDANTS
City of Sheboygan, Ryan Sorenson, Charles Adams, Barbara Felde,Roberta Filicky-Peneski, Amanda Salazar, Angela Ramey, Betty Ackley, Dean Dekker, Grazia Perella, Zach Rust, Maya Hilty, Mary Lynne Donohue, Jill Hall

County of Residence of First Listed Defendant Sheboygan
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*
Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☒ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
42 USC 1983, United States Constitution, First Amendment and Fourteenth Amendment

Brief description of cause:
Termination and unlawful retaliation, violation of First Amendment and Fourteenth Amendment Due Process

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY *(See updated instructions)*:

JUDGE _____ DOCKET NUMBER _____

DATE
02/06/2023

SIGNATURE OF ATTORNEY OF RECORD
/s/ Jennifer DeMaster

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

TODD WOLF,

Plaintiff,

v.

Case No. 23-cv-149

JURY TRIAL DEMANDED

CITY OF SHEBOYGAN, MAYOR RYAN SORENSON in his individual and official capacity, CITY ATTORNEY CHARLES ADAMS in his individual and official capacity, ALDERWOMAN BARBARA FELDE, in her individual and official capacity, ALDERWOMAN ROBERTA FILICKY-PENESKI, in her individual and official capacity, ALDERWOMAN AMANDA SALAZAR, in her individual and official capacity, ALDERWOMAN ANGELA RAMEY, in her individual and official capacity, ALDERWOMAN BETTY ACKLEY, in her individual and official capacity, ALDERMAN ZACHARY RUST, in his individual and official capacity, ALDERMAN DEAN DEKKER, in his individual and official capacity, ALDERWOMAN GRAZIA PERRELLA, in her individual and official capacity, PRESIDENT SHEBOYGAN AREA SCHOOL DISTRICT MARY LYNNE DONOHUE, in her individual capacity; MAYA HILTY; and JILL HALL,

Defendants.

COMPLAINT

Plaintiff Todd Wolf, by his undersigned counsel, Jennifer DeMaster, hereby alleges as follows:

INTRODUCTION

1. Plaintiff Todd Wolf ("Mr. Wolf") was one of the most successful and well-liked businessmen and public servants that the City of Sheboygan has ever known known until he refused to play by the rules of the Sheboygan DEIB collective and their extremist political backers. When Mr. Wolf, a lean six-sigma black belt, walked away from the private sector to become Sheboygan's City Administrator, he aimed to ensure the citizens and the City's hardworking employees knew they had a transparent government that acted in their interest. Despite Mr. Wolf's qualifications and successes, his integrity made him a target within his first year. In 2021, the Sheboygan DEIB "collective" installed certain individuals into trusted positions on the Common Council, the Mayoral seat, and one reporter at a local newspaper. The Sheboygan DEIB and installed officials wanted to strip Mr. Wolf's powers after he denied their demands but were unsuccessful. However, when Mr. Wolf started defending employees and hiring real diversity experts, he became their main target. The goal to fire Mr. Wolf and damage his reputation hit a tipping point when Mr. Wolf finally spoke out to oppose harassment and threats for public funds and policy control.

2. Sheboygan's Mayor and most of the Common Council publicly launched a vague "sham" investigation into Mr. Wolf's "conduct" without any legitimate justification to make sure that his stature in the community was destroyed with the help from their "friendly reporter," Maya Hilty. The defendants (and others) involved in this effort against Mr. Wolf did not actually care about diversity, equality, or inclusion. Indeed, Mr. Wolf brought on many "diversity initiatives" through qualified professionals; but not them. Mr. Wolf even offered to have them volunteer to train citizens and staff for City "Community Meetings," but they wanted money. Their concern was not about "diversity," but about money, influence, and power over the City to impose their ideologies on the employees and the citizens. Whomever stood in the way of *their* so-called

"equity" initiatives—especially Todd Wolf, whom they called a "white man of privilege"—would would face severe retaliation if he disobeyed or refused them. This was a concerted effort between DEIB-affiliated elected officials, including a "news" reporter, all working in conjunction to destroy Mr. Wolf's reputation with fabricated allegations and remove him as City Administrator without any chance for due process. This Complaint seeks to vindicate the egregious constitutional deprivations that Mr. Wolf suffered at defendants' hands simply because he chose to play by the rule of law rather than the "rule of DEIB" in Sheboygan.

PARTIES

3. Plaintiff, Todd Wolf, was the City Administrator for the City of Sheboygan from July 7, 2020, to January 9, 2023. At all times material to the facts alleged in the foregoing complaint, Todd Wolf was a citizen of the United States and resident of the State of Wisconsin.

4. Defendant City of Sheboygan ("City") is a municipality, organized pursuant to a body politic, organized under the laws of the State of Wisconsin, whose address is 828 Center Avenue, Room 103, Sheboygan, Wisconsin.

5. Defendant Ryan Sorenson is the Mayor for the City of Sheboygan and at all times material hereto. Sorenson was elected Mayor of Sheboygan on April 6, 2021, through the campaign leadership and advising of Defendant Mary Lynne Donohue. He is sued in his individual and official capacities.

6. Defendant Charles Adams is the City Attorney for the City of Sheboygan and at all times material hereto. Adams has been the City Attorney in Sheboygan for nearly two decades and spent many years working other positions in the Sheboygan City Attorney's office prior to being named City Attorney. He is sued in his individual and official capacities.

7. Defendant Barbara Felde is an Alderwoman and President of Sheboygan's Common Council and has been at all times material hereto. Along with Filicky-Peneski, Feldi is considered "council leadership." She is sued in her individual and official capacities.

8. Defendant Roberta Filicky-Peneski is an Alderwoman and Vice President of Sheboygan's Common Council and has been at all times material hereto. Along with Feldi, Feldi is considered "council leadership." She is sued in her individual and official capacities.

9. Defendant Amanda Salazar is an Alderwoman on Sheboygan's Common Council and has been at all times material hereto. She is sued in her individual and official capacities.

10. Defendant Angela Ramey is an Alderwoman on Sheboygan's Common Council and has been at all times material hereto. She is sued in her individual and official capacities.

11. Defendant Dean Dekker is an Alderman on Sheboygan's Common Council and has been at all times hereto. He is sued in his individual and official capacities.

12. Defendant Betty Ackley is an Alderwoman on Sheboygan's Common Council and has been at all times material hereto. She is sued in her individual and official capacities.

13. Defendant Zach Rust is an Alderman on Sheboygan's Common Council and has been at all times material hereto. He is sued in his individual and official capacities.

14. Defendant Grazia Perrella is an Alderwoman on Sheboygan's Common Council and has been at all times material hereto. She is sued in her individual and official capacities.

15. Defendant Mary Lynne Donohue is a highly influential political power player in Sheboygan. She currently serves as the President of the Sheboygan Area School District Board of Education and has served as Chairman of the Board for Planned Parenthood of Wisconsin.[1] Prior

[1] *Planned Parenthood of Wisconsin Announces Opening of New Health Center in Milwaukee*, (Oct. 6, 2017), https://www.plannedparenthood.org/planned-parenthood-wisconsin/inc/newsroom/press-releases/planned-parenthood-of-wisconsin-announces-opening-of-new-health-center-in-milwaukee-3.

to the School District Board, Donohue served as an Alderwoman on Sheboygan's Common Council for several years. In addition to her many listed and other political and/or activist roles, Donohue is the Founder of the "Sheboygan Justice Equity" group under the "umbrella" of the Sheboygan DEIB. *See infra* ¶ 99.

16. Defendant Maya Hilty ("Hilty") is a reporter for Gannett Inc.'s "Sheboygan Press" and resides in Sheboygan, Wisconsin at all times material hereto. Hilty graduated college in 2021 and moved to Sheboygan.[2] Between October 2022 – January 2023, Hilty authored *six* articles targeting Mr. Wolf. As set for in the following paragraphs, all of Hilty's articles targeting Mr. Wolf since October 2022 have been used in some form to remove Todd Wolf from his position as City Administrator. *See infra* Conspiracy to Violate Mr. Wolf's Fourteenth Amendment Due Process Right. She is sued in her individual capacity.

17. Defendant Jill Pedigo Hall ("Hall") is an attorney with "VonBrieson and Roper [3] Hall has known Defendant Donohue for over thirty (30) years. Hall was contracted by Adams and Sheboygan's Common Council to investigate Plaintiff Todd Wolf. On information and belief, Hall was selected based on her association with Donohue to retain attorney-client privilege of the City's purported "investigation" into Plaintiff Todd Wolf aid in his removal by the Common Council. Hall is sued in her individual capacity.

VENUE & JURISDICTION

18. This case arises under the Constitution and laws of the United States, and subject matter jurisdiction is therefore proper under 28 U.S.C. §§ 1331 and 1343. This Court has authority to grant the requested declaratory relief pursuant to 28 U.S.C. §§2201 and 2202, and Fed. R. Civ.

[2] *Maya Hilty*, Sheboygan Press, Biography Page, https://www.sheboyganpress.com/staff/7964665002/maya-hilty/.
[3] *Jill Pedigo Hall*,, vonBrieson & Roper, https://www.vonbriesen.com/people/jill-pedigo-hall.

P. 57. This Court has authority to award damages and to issue injunctive relief pursuant to 42 U.S.C. § 1983. This Court has authority to award attorneys' fees and costs pursuant to 42 U.S.C. § 1988.

19. The events or omissions giving rise to this cause of action occurred in Sheboygan County, Wisconsin, which is within the Eastern District of Wisconsin, Milwaukee Division. Venue is therefore proper under 18 U.S.C. § 1391(b)(1) and (2).

RELEVANT FACTUAL BACKGROUND

Sheboygan's City Administrator Todd Wolf

20. Todd Wolf ("Mr. Wolf") was born in Ventura, California to an impoverished family and has spent the last forty years of his life living in Sheboygan, Wisconsin.

21. Forced to be "on his own" at the age of seventeen, Mr. Wolf worked multiple jobs from a young age, eventually rising through the ranks to management because of his integrity, honesty, skill, and work ethic in the private sector. A true and accurate copy of some of Mr. Wolf's Letters of Recommendation are attached to this complaint as Exhibit A.

22. Mr. Wolf put himself through college and obtained his master's degree while continuing to work full-time and being a devoted husband and father as a City of Sheboygan ("city") resident.

23. Beginning in 2011, Mr. Wolf agreed to serve on various city committees and commissions because he wanted to improve his home in Sheboygan and desired to eventually shift to full-time public sector employment.

24. Mr. Wolf was elected as an Alderman on the Sheboygan Common Council in 2015.

25. As an Alderman and committee volunteer, Mr. Wolf studied the challenges, makeup, and inner workings of Sheboygan between 2011 – 2020 to ensure that he was well-equipped to someday become an effective public servant for the City of Sheboygan.

26. Mr. Wolf served as the Vice President of the Common Council for one year (under Donohue as President) and then as President for four years, with Donohue serving as his Vice President of the Council.

27. During the years Mr. Wolf served as an Alderman and on various Sheboygan committees, Mr. Wolf's integrity, honesty, character, and beliefs were never attacked nor questioned.

28. Defendant Mary Lynne Donohue ("Donohue") supported Mr. Wolf's appointment as City Administrator in 2020.

29. Mr. Wolf walked away from his successful private sector career when he accepted the role of Sheboygan's City Administrator in June 2020—at the height of the COVID 19 pandemic. A true and accurate copy of a Press Release Naming Mr. Wolf as City Administrator from 6-23-2020 is attached to this complaint as Exhibit B.

30. Within both the public and private sector, Mr. Wolf was considered a widely respected and well-liked leader, manager, and public servant in Sheboygan. True and accurate screen shots from *several city employees* is attached to this complaint as Exhibit C. (The messages are redacted to protect the various employees from retaliation). *See also* Ex. A.

31. As City Administrator from 2020-2023, Mr. Wolf was highly admired, respected, and well-liked by nearly every employee and department head who worked with him. *Id.*

32. Both of Mr. Wolf's performance reviews by the Council were "outstanding" with a score of 3.96 in 2020 and 3.5 for 2021. A true and accurate copy of Mr. Wolf's performance reviews from the City is attached to this complaint as Exhibit D.

33. Mr. Wolf achieved outstanding success in the short time as Sheboygan's City Administrator, including *first-ever* internal audits, wage studies and increases, cutting large amounts of wasteful spending, and implementing long overdue processes into Sheboygan's City government. A true and accurate copy of Mr. Wolf's accomplishments as City Administrator in Sheboygan is attached to this complaint as Exhibit E.

34. In 2021, Mr. Wolf was nominated for Sheboygan County Chamber's MVP of the Team Award."[4]

35. On August 7, 2022, Employ Humanity announced Mr. Wolf was awarded as and "Inspirational Leader" based on Mr. Wolf's "extraordinary ability to lead, serve and inspire." A true and accurate copy of an email naming Mr. Wolf for this award is attached to this complaint as Exhibit F.

Mr. Wolf's Duties and the City Administrator Laws

36. Sheboygan's Common Council ("the council") created the City Administrator position in 2011 by General Ordinance and amended that Ordinance in 2014 ("City Administrator Ordinance"). A true and accurate copy of the 2014 City Administrator Ordinance in effect when Mr. Wolf was hired in June 2020 is attached to this complaint as Exhibit G – 2014 ORDINANCE.

37. The Ordinance stated in 2020 that the City Administrator can only be removed for "cause" by a vote of three-fourths of the Common Council. *Id.*

[4] The details of this award nomination are in Mr. Wolf's prior office at the City, and Mr. Wolf has not been permitted to access his office since he was placed on leave and ultimately removed from his position.

38. Mr. Wolf also signed an employment agreement ("Agreement") in June 2020 that served as "additional" benefits and assurances. A true and accurate copy of Mr. Wolf's employment agreement is attached to this Complaint as Exhibit H.

39. The "City Administrator Ordinance" was slightly amended in 2021 to officially change the name from "Chief Administrative Officer" to "City Administrator" and edit the "council vote" for "cause" number from "three-fourths" to "four-fifths." A true and accurate copy of the 2021 amendment to the City Administrator Ordinance is attached to this complaint as Exhibit I.

40. In his Agreement, the City agreed to provide Mr. Wolf with payment of his Wisconsin City/County Manager Association ("WCMA") fees. Ex. H ¶ 5.

41. The Agreement also specified that the City encouraged professional development and would provide for professional development expenses incurred to achieve these educational objectives within the State of Wisconsin. *Id.* at ¶ 6.

42. Pursuant to this provision, and with the agreement of Common Council ("council") leadership within the city's budget for the 2021, 2022 and 2023 years, Mr. Wolf enrolled in and began classes for his Certificate in Public Management ("CPM") at the University of Wisconsin ("UW") Madison and his master's degree in public administration ("MPA") at UW Milwaukee.

43. Mr. Wolf has not yet completed either educational degree or certification.

44. Mr. Wolf's Agreement imposed an automatic "severance" payment to Mr. Wolf if the City took *any action* that the Agreement defined as a "termination" including a "reduction in pay" or modification of his Mr. Wolf's job duties as City Administrator, as well as a termination without cause. *Id.* at pp. 2-4.

45. The Agreement expressly states that "[n]othing in this agreement shall contravene the [City Administrator] ordinance" pertaining to a removal of the City Administrator for cause. *Id.* ¶ 16.

46. The Agreement does ***not*** contain a single line nor provision that a "termination without cause" is valid, lawful, or effective. *Id.*

47. Under the current City Administrator Ordinance, the City Administrator's duties are only outlined as the "authority and powers prescribed by the common council." Ex. I.

48. The City Administrator in Sheboygan is considered an "administrative arm" of the "legislature." A true and accurate copy of a Memo on the Powers of the Mayor and City Administrator from City Attorney Charles Adams to Mr. Wolf on 1-21-2021 is attached to this complaint as Exhibit J.

49. The City Administrator in Sheboygan is not an "executive" position that ensures compliance with the laws. *Id.* at p. 7.

50. As part of his duties prescribed by the Common Council, Mr. Wolf introduced an annual budget to the Common Council for the *next* year by October of the previous year for the Council's adoption and implementation. *Id.* at pp. 7-11.

51. By August of the previous year, department heads would present their budget requests to Mr. Wolf, and between September and October, Mr. Wolf would accept or reject the department budget requests and determine the final numbers based on each department's needs.

52. Mr. Wolf's budget for 2023 was approved by the Council in October 2022.

53. The City Administrator is authorized, when necessary, to suggest that the Council put out a Request for Proposal ("RFP") when necessary for specific department or City needs within the purview of the annual budget each year.

54. An RFP is a resolution memorandum sent out to the public asking for proposals to be submitted to the City to assume specific roles, jobs, or contracted assignments based on City needs as specific in the RFP.

55. The City's Employee Handbook outlines the Grievance Procedure for employees, with most grievances being handled by the City Administrator. A true and accurate copy of the City of Sheboygan's Employee Handbook is attached to this complaint as Exhibit K.

56. The City has no grievance procedure via Ordinance or Handbook for the City Administrator. *Id.*

Other Relevant Roles and Positions in the City of Sheboygan Government

57. Sheboygan has a "Mayor-Council" form of government under Wis. Stat. § 62.09.

58. As Mayor of Sheboygan, Sorenson's duties include ensuring "the city ordinances" are followed and upheld. *See* Ex. J.

59. The Mayor is the "presiding officer" of the Common Council and the head over the Sheboygan Police and Fire Departments. *Id.*; Wis. Stat. § 62.09(8)(d).

60. In the event of any dispute regarding whether a duty falls to the Mayor or the City Administrator, the Mayor is considered the "executive branch" and the Administrator is the "legislative branch." Ex. J at p. 7.

61. The Mayor is considered the Chief Executive Officer over the City's day-to-day operations and makes sure that City ordinances are upheld. *Id.* at p. 4.

62. The Mayor has not held power or authority over the City budget since 2011, when the City Administrator position was created.[5]

[5] *Sheboygan Officials wants to take power from Mayor,* Pioneer Press (Sept. 7, 2011), https://www.twincities.com/2011/09/07/sheboygan-officials-want-to-take-power-from-mayor/.

63. On or around mid-2022, Sorenson asked a citizen affiliated with the Sheboygan DEIB to draft a "city grant proposal" for a large government grant that would directly benefit the citizen's business.

64. When Mr. Wolf discovered this effort by Sorenson, he told Sorenson that asking a citizen to draft a public grant proposal that will directly benefit *that* citizen is not legal; and Sorenson appeared upset.

65. Sheboygan's City Clerk is Meredith DeBruin ("Ms. DeBruin").

66. Ms. DeBruin is the main contact for public records requests under Wisconsin Open Records Laws and all officials have named DeBruin as custodian, but Ms. DeBruin does not authorize nor disclose any records without the express authorization of the City Attorney. *See* Wis. Stats. § 62.09(11); Sheb. Muni Code 2-838(d).

67. Ms. DeBruin takes the official "minutes" for all Common Council closed sessions.

68. In the 8+ years Mr. Wolf served as an Alderman and City Administrator, Ms. DeBruin has always taken "handwritten" minutes in council's closed sessions and stored those minutes in her files.

69. The City Attorney has repeatedly advised all City officials to not "re-type" any handwritten minutes because both documents (the handwritten notes and typed notes) would be subject to public records requests.

70. Defendant City Attorney Charles Adams ("Adams") is elected, but his annual budget is determined by the City Administrator, who, until recently, was Mr. Wolf.

71. Adams helped draft the City Administrator ordinance stating Mr. Wolf could only be removed for "cause," as well as Mr. Wolf's employment agreement, that expressly states it does not "contravene" the City Administrator Ordinance. *See* Ex. H ¶ 16.

72. On multiple occasions, Mr. Wolf approached Adams and asked that he provide legal advising for the City department heads to help them and the employees, but Adams responded, "I only advise the Mayor and Common Council."

73. Adams told Mr. Wolf that department heads and City employees needed to retain their own legal counsel if they had questions or legal concerns.

74. The City Attorney's office under Adams has one full time Assistant City Attorney ("ACA"), one part time ACA, and two employees classified as professional full-time paralegals or legal assistants solely for Adams' "advising the Mayor," Council, ordinance enforcements, and reviewing contracts.

75. On at least two occasions, Adams declined to provide any legal representation or advise City departments in need of legal counsel when Mr. Wolf requested his assistance and Adams felt that Mr. Wolf was "questioning" his capabilities.

76. Adams asked Mr. Wolf for additional attorneys and a larger budget for the City Attorney's office, but Mr. Wolf declined Adams' requests given Adams' refusal to advise or represent City department heads on legal matters and the City's consistent need to retain outside counsel despite Adams' high salary and tenure with the City.

77. The Director of Sheboygan's Department of Planning and Development is Chad Pelishek—a nearly sixteen-year veteran city employee.

78. Mr. Pelishek's main duty is to approve how and to whom the City will spend all Community Development Block Grant (CDBG) money that it obtains from the state and federal government pursuant to various regulations.

79. Another area under Mr. Pelishek's purview is Sheboygan's "Community Meetings" where each Sheboygan community neighborhood arranges a monthly meeting to discuss neighborhood issues, concerns, events, or ideas together ("Community Meeting").

80. To support these Community Meetings, one City employee acts as a "liaison" for the citizens who lead the meetings to help them find speakers, guests, attendees, or venues for their monthly meetings ("city liaison").

81. This City liaison works under Mr. Pelishek and is part of the Planning and Development Department.

Mr. Wolf Turns Down Requests by Donohue and the Sheboygan DEIB

82. On information and belief, Donohue believed Mr. Wolf would do whatever she asked after she supported his appointment as City Administrator.

83. Within days of Mr. Wolf being named City Administrator in 2020, Donohue told Mr. Wolf to fire Chad Pelishek, who oversees government grant funding, saying, "you gotta get rid of that Chad guy."

84. Mr. Wolf declined this request, and then Donohue asked Mr. Wolf to introduce for Council passage a new RFP for the City to hire a DEIB "diversity consultant" referencing the "Sheboygan DEIB" umbrella and Donohue's "Sheboygan Justice Equity" group. A true and accurate copy of Donohue's drafted RFP that was emailed in October 2022 to Council is attached to this complaint as Exhibit L.

85. Mr. Wolf refused to introduce Donohue's RFP request on at least two occasions in 2020 and 2021. *Id.*

86. After Mr. Wolf refused Donohue's RFP requests, Donohue helped run Sorenson's Mayoral campaign to help him get elected in 2021.

87. On information and belief, Donohue told Sorenson that she intended to help him get elected as Mayor to help him "take back power" from the "City Administrator" (Mr. Wolf).

88. Sorenson has repeatedly referred to Donohue as his "mentor."

89. On information and belief, the day after Sorenson was elected Mayor, the City's (then) Human Resources Director, Vicky Schneider ("Ms. Schneider"), exclaimed that the "power" was finally "going to go back to Ryan" and would be taken away "from Todd [Wolf]."

90. During training for the new incoming Alderpersons in 2021, Defendant Amanda Salazar also stated that the powers needed to go back to the Mayor (away from the City Administrator).

91. In October and November 2021, Sorenson told Ms. Schneider on multiple occasions that Mr. Wolf "had a target on her back," and that Mr. Wolf sent people to "spy on her."

92. In January 2022, Ms. Schneider filed a complaint with the Wisconsin Department of Workforce Development ("DWD") naming Mr. Wolf as "discriminating" and "retaliating" against her relying almost entirely on Sorenson's statements to her about Mr. Wolf. A true and accurate copy of Schneider's Rebuttal to the City's Response to her complaint is attached as Exhibit M.

93. Listed in Schneider's complaint *against the City of Sheboygan* as "corroborating witnesses" are Defendants Adams and Sorenson—the current City Attorney and Mayor of Sheboygan. *Id.* at p. 9.

94. The City retained attorney James Macy ("Attorney Macy") to defend against Ms. Schneider's DWD complaint, and Macy agreed to conduct a full investigation into her factual allegations.

95. On information and belief, in the summer of 2022, Attorney Macy reported to Sorenson, Adams, and the Council that Mr. Wolf did nothing wrong, and Ms. Schneider's factual allegations against Mr. Wolf were inaccurate following his internal investigation.

96. The DWD dismissed all but one of Schneider's claims on November 10, 2022, with the remaining claim resting almost exclusively on Sorenson's comments and comments from Adams' employee. A true and accurate copy of the DWD's Initial Determination is attached to this complaint as Exhibit N.

97. Following Attorney Macy's investigation report and Mr. Wolf's "Employ Humanity" award nomination, Director of Senior Services Emily Rendall-Araujo (Ms. Rendall-Araujo) and Sorenson became very "close" and left City Hall almost daily to take "walks" and would constantly text one another on their cell phones or using the app "Signal" during business hours.

98. On information and belief, Defendant Mayor Ryan Sorenson prohibited the City from publishing Mr. Wolf's "Employ Humanity" award nomination in August 2022 on any public website or City platform. *See* Ex. F.

99. On August 17, Donohue emailed the Council members to express her displeasure against Mr. Wolf's denying wage increases for the part-time library "Pages" based on a City-wide wage study Mr. Wolf authorized by the firm Carlson Dettmann, calling Mr. Wolf's decision "nasty." A true and accurate copy of Donohue's email to the Council is attached as Exhibit O.

100. On August 16, at the City's "Community Meeting," an unknown man entered the meeting and used a derogatory racial slur. *Supra* ¶ 79.

101. The incident with the unknown man was reported by the City liaison to her supervisor, Chad Pelishek ("Mr. Pelishek").

102. Sorenson refused to respond to Mr. Pelishek's requests for guidance or assistance, so Mr. Pelishek raised his concerns about the incident at the City's department head meeting on August 22, to obtain guidance and help from other department heads on how to address racism at the City's Community Meetings.

103. Mr. Wolf retained an HR expert consultant to be present at the department head meetings to advise on any HR-related concerns.

104. Present at the August 22 meeting were all 15 City department heads, the HR consultant, Mr. Wolf, and one other City employee.

105. At the meeting, Mr. Pelishek told the attendees about the August 16 "slur" incident stating *only* that the unknown man used "a derogatory racial slur" and Mr. Pelishek wanted help on how to address racist behaviors by citizens during the City's Community Meetings.

106. Ms. Rendell-Araujo asked Mr. Pelishek to tell her what the derogatory phrase was, and Mr. Pelishek said, "what he said was…." in response to Rendell-Araujo's request to hear the racial slur that was used.

107. The official "minutes" of the August 22, 2022, meeting did not disclose any information or details about the "slur exchange," nor did it describe the August 16 incident that Mr. Pelishek had raised. A true and accurate copy of the official August 22 department head meeting "minutes" is attached to this complaint as Exhibit P.

108. Several hours after the meeting, Sorenson told Mr. Wolf that Rendall-Araujo disclosed the August 22 exchange to the public, and Sorenson asked if Mr. Wolf was going to "talk to" Rendall-Araujo about her disclosures, and Rendall-Araujo admitted to Mr. Wolf that she disclosed the "slur exchange" to the public.

109. Following Sorenson's statements, Mr. Wolf called an "emergency meeting" on August 26 to be led by a qualified HR diversity advisor to address what occurred and the disclosures of the meeting.

110. At the August 26 meeting, Sorenson and Adams joined all 15 department heads and Mr. Wolf in training on maintaining a "safe space" for employees like Mr. Pelishek to report concerns about racism.

The Final Steps to Remove Todd Wolf as City Administrator

111. On information and belief, Donohue, Sorenson, and Adams agreed in September 2022 to use Rendall-Araujo's public disclosures to have Sheboygan Press's Maya Hilty make it appear as though Mr. Wolf had "leaked" the confidential meeting information to the public to generate enough public outcry that would lead to Council finally removing him with "cause."

112. On information and belief, Hilty became personally involved with Donohue's associates and leaders affiliated with the Sheboygan DEIB collective in 2022.

113. Hilty has used her platform as a reporter for the Sheboygan Press to advocate for DEIB ideologies and promote BLM and other social justice initiatives. A true and accurate copy of an article about DEIB initiatives in Sheboygan is attached to this complaint as Exhibit SS.

114. Hilty has used Sheboygan DEIB individuals in her articles on several occasions between January 2022 – October 2022. See e.g. *id.*

115. Hilty knew the "slur exchange" was confidential information that was disclosed without authorization or via a lawful public records request. Ex. P.

116. Hilty emailed *only* Mr. Wolf on September 12, 2022, to request an "interview" with him about Mr. Pelishek using a racial slur. A true and accurate copy of Hilty's email requesting comment from Mr. Wolf is attached to this complaint as Exhibit Q.

117. Mr. Wolf blind-copied Adams on his response to Hilty because Mr. Wolf knew that Adams' job was to assess authorizations about confidential information that Hilty had been provided. *Id.*

118. Mr. Wolf stated that he *and* Sorenson would meet with her together based on a directive from Council President and Vice President Felde and Filicky-Peneski that the Mayor and City Administrator should be present together for Hilty's interview.

119. Mr. Wolf arranged the interview with Hilty, himself, and Sorenson to be on September 20, which Hilty claimed was her article deadline.

120. Without his knowledge, Mr. Wolf discovered that Sorenson separately arranged a *private* meeting with Hilty outside of City Hall on September 16, when Mr. Wolf would be out of the office. A true and accurate copy of emails between Hilty and Mr. Wolf about her separate meeting with Sorenson is attached as Exhibit R.

121. On September 16 when Mr. Wolf was out of the office, Sorenson obtained several confidential City documents related to diversity initiatives *that Mr. Wolf had implemented* and left City Hall.

122. On information and belief, Sorenson took these confidential documents to his private meeting with Hilty.

123. Mr. Wolf asked Hilty for her questions in advance, and she provided 5 questions that would pertain to the job duties of both Sorenson and Mr. Wolf.

124. Prior to the September 20 interview, Mr. Wolf sought legal counsel from Adams, Felde and Filicky-Peneski about Hilty's email regarding Mr. Pelishek and what he should say to Hilty in the interview.

125. Neither Felde, Filicky-Peneski, nor Adams told Mr. Wolf not to comment on, nor confirm Hilty's information; and Adams only response was, "less is more."

126. At the September 20 interview with Sorenson and Hilty, Hilty asked several additional questions that she had not previously disclosed to Mr. Wolf, and the vast majority of her questions were specifically targeted at Mr. Wolf.

127. Mr. Wolf pled with Hilty not to publish the information about the August 22 "slur exchange" to harm "the director" (Pelishek) because he was concerned that the information was leaked to harass Mr. Pelishek and stated to Hilty that people should feel "safe" to report racism instead of scared that they will be retaliated against and harassed as "racist."

128. Mr. Wolf never once mentioned a single employee name to Hilty on September 20, and Hilty followed up on September 26 asking Mr. Wolf to "be specific."

129. By October 5, Mr. Wolf thought that Hilty had decided not to publish her article after pleading with her to refrain from harassing Mr. Pelishek for reporting racism.

130. Mr. Wolf remained concerned about Pelishek and other employees who had tried to report racism and discrimination but were all ignored by Adams, Sorenson, and Felde.

131. Following the pressure from Sorenson, Felde, Donohue and others to do more with the Sheboygan DEIB, Mr. Wolf had a City employee, Abby Block, arrange a meeting with them because he knew Ms. Block had their contact information.

132. Mr. Wolf had been told by two other DEI professionals that the Sheboygan DEIB had a "list of approved experts" in "DEIB" matters that they would be able to share with the City to help in the community meetings.

133. Ms. Block arranged a lunch on October 5, outside of City Hall for Mr. Wolf, Chad Pelishek, and Ms. Block to meet with two Sheboygan DEIB representatives, Ale Guevara ("Guevara") and Jamie Haack ("Haack"), at Sheboygan's "Black Pig" restaurant on 8th Street.

134. Ms. Block warned Mr. Wolf and Mr. Pelishek that Guevara and Haack would likely "ask for money" prior to the lunch meeting.

135. Present at the October 5 lunch meeting was Mr. Wolf, Chad Pelishek, Abby Block, and the Sheboygan DEIB's Guevara and Haack.

136. At the lunch, Mr. Wolf asked if the women would provide their "list of approved experts" to help the citizens address racism issues at the "Community Meetings," and the women said they did not have a list and would need to be paid to create their "list."

137. One of the women asked Mr. Wolf what the budget was for "DEI" funding, and Mr. Wolf declined to provide that information.

138. They said their budget to do "DEI" work for the City was $70,000.00 and then told Mr. Wolf that "their time was valuable," and they "have to get paid."

139. Neither Guevara nor Haack provided Mr. Wolf with any proposals, paperwork, nor information related to how their operation would work with the City budget they were looking for.

140. Mr. Wolf told them that he would not pay them City money, and Guevara responded that if he didn't pay the Sheboygan DEIB, they would "oppose" him, his policies, and anyone he used for diversity that was not with them.

141. Hilty decided to publish her article five days after the October 5 lunch with the title, "City Leader Uses Racial Slur," with several quotes and comments from Guevara. A true and accurate copy of Hilty's 10-10-2022 article about Mr. Wolf is attached as Exhibit S.

142. In Hilty's article, Guevara stated that community members had "already been concerned about equity and inclusion issues in [Sheboygan's] government" and called on "city leaders" to "do something" about it. *Id.*

143. Hilty characterized Mr. Wolf as caring more about the unauthorized disclosure than "a white department head repeat[ing] the racist term." *Id.*

144. In the article, Hilty implied that Sorenson was responsible for the diversity training that Mr. Wolf had implemented, the details of which were contained in the confidential documents that Sorenson took on September 16 prior to his meeting with Hilty. *Id.* at p. 6. *Supra* ¶ 140.

145. Immediately following Hilty's article, Sorenson told the public to email the Common Council about Mr. Wolf's position as City Administrator in response to Hilty's article. A true and accurate photograph of a copy from an email affirming Sorenson's request is attached to this complaint as Exhibit T.

146. Following Hilty's article, Defendants Felde, Filicky-Peneski, and Sorenson ordered Mr. Wolf "not to speak to the media" about anything.

147. In addition to Sorenson asking the public to send emails to the Council members about Mr. Wolf, Sorenson also encouraged the public to show up to speak at the Council's Public Meeting about Mr. Wolf and Hilty's article on October 17, 2022.

148. Hilty, Jamie Haack, Vicky Schneider, and many other people affiliated with Donohue and the Sheboygan DEIB were present at the October 17 Council meeting.

149. Prior to the meeting, Sorenson ordered Mr. Wolf to sit directly in front of Schneider and had Adams sit in Mr. Wolf's seat at the Council table.

150. Jamie Haack from the October 5 Black Pig lunch gave a public speech at open session asking Council to "re-evaluate" Mr. Wolf's position in "response" to Hilty's article.[6]

151. Donohue's associate on the SASD Board, Sarah Ruiz-Harrison, also gave a public speech asking Council to terminate Mr. Wolf in response to Hilty's article.[7]

152. During the closed session on October 17, 2022, Haack spoke for several minutes with Defendant Alderwoman Angela Ramey.

153. On October 17, the Council met in closed session to discuss action against Mr. Wolf and Mr. Pelishek. A copy of the 10-17 closed minutes that Defendant Adams authorized for release is attached as Exhibit U.

154. On October 24, the Council met again in closed session to discuss action against Mr. Wolf related to Hilty's articles. A copy of the 10-24 closed minutes that Defendant Adams authorized for release is attached as Exhibit V.

155. On October 26, 2022, Hilty published a *second* article about the "outrage" against Mr. Wolf and Pelishek because of the "racism" in City Hall. A true and accurate copy of Hilty's 10-26-2022 article about Mr. Wolf is attached as Exhibit W.

156. In her October 26 article, Hilty admitted that her articles alone were generating the public outcry to remove Mr. Wolf. *Id.*

157. On October 27, Hilty published a *third* article about Mr. Wolf describing Schneider's DWD complaint from January 2022. A true and accurate copy of Hilty's 10-27-2022 article about Mr. Wolf is attached to this Complaint as Exhibit X.

158. On October 28, Donohue sent all the Council members her RFP that Mr. Wolf had rejected to consider requesting funding and policy initiatives from the Sheboygan DEIB. A true

[6] https://youtu.be/3T9nkJknLCI .
[7] *Id.*

and accurate copy of Donohue's email to the Council about her RFP is attached as Exhibit Y. *See also* Ex. L for the attachment to Donohue's email.

159. On November 1, Defendant Filicky-Peneski told Mr. Wolf, at that time, there were only five Council members in favor of removing Mr. Wolf because of twelve (12) emails from the "public" that Sorenson had requested.

160. Filicky-Peneski told Mr. Wolf that Sorenson was "hanging his hat" on the Sheboygan DEIB and that they were gaining a lot of "power" in the City.

161. Between October 17 and November 1, Defendants Felde and Filicky-Peneski told Mr. Wolf that the pressure to act against him and Mr. Pelishek was ***not*** in any way "about his performance" but purely because of Hilty's articles.

162. On November 1, Sorenson met with Guevara and another Sheboygan DEIB representative in his office.

163. On information and belief, Adams stated during this time that he "would do anything to get rid of Todd [Wolf]."

The City Publicly Announces an Investigation into Mr. Wolf's "Conduct" on November 7

164. Mr. Wolf began to suffer severe emotional and physical distress in October and early November due to the harassment of Mr. Pelishek and the trauma that other City employees were experiencing after witnessing the retaliatory efforts against Mr. Pelishek for reporting racism.

165. Mr. Wolf wanted City officials to be aware that their actions against Mr. Pelishek (and himself for defending Pelishek) would lead to employees never reporting racism incidents or other inappropriate behaviors for fear of that being leaked or them being harassed and targeted the way Mr. Pelishek was.

166. In wanting to address these concerns, Mr. Wolf sent all ten Alderpersons on the Council a confidential email and letter on November 7, 2022, at approximately 3:00 PM ("confidential council letter"). A true and accurate copy only of Mr. Wolf's *email only* is attached to this complaint as Exhibit Z.

167. Mr. Wolf marked his email and the attached letter as "confidential" to ensure that information about specific employees or individuals' names would be protected. *Id.*

168. The "confidential council letter" stated that Haack and Guevara had requested money from the City, and Mr. Wolf expressed his suspicions that Hilty may have been told by the Sheboygan DEIB to publish her article about the August 22 "slur exchange" *after* the Black Pig meeting to see whether he might finally pay them.

169. Mr. Wolf's "confidential council letter" was to express his concern that Guevara and Haack had been so involved in the "public efforts" to remove him given Guevara's quotes in Hilty's article and Haack's public speech and communications with Alderwoman Ramey *and Hilty* during closed session at the October 17 Council meeting.

170. Mr. Wolf did not receive any response or communication from the Common Council following his email.

171. At 6:00 pm on November 7, 2022, the Council held their next public meeting and went into closed session for approximately two hours. A true and accurate copy of the Agenda from the November 7 Council meeting is attached as Exhibit RR.

172. At approximately 9:00 pm, Council returned from closed session, and in open session via livestream, Defendant Barbara Felde publicly read the following motion:

> "I am making a motion to place Administrator [Todd] Wolf on paid administrative leave effective immediately, for the purpose of investigating allegations and concerns regarding his conduct with

> direction to authorize the city attorney to hire outside counsel to conduct the investigation."[8]

173. The vote succeeded with Alderpersons Felde, Filicky-Peneski, Salazar, Ramey, Perrella, Rust, Ackley, and Dekker voting in favor, and Sorenson voted to adjourn the meeting.[9]

174. Mr. Wolf was given no prior notice of the "allegations" related to his "conduct" prior to the Council's public announcement on November 7, 2022.

175. Immediately following the meeting, Adams approached Mr. Wolf, asked him to turn over his City laptop, and personally escorted Mr. Wolf out of City Hall without giving him an opportunity to gather any of his personal belongings in his office.

176. Adams did not give Mr. Wolf any other information about Council's public motion, the "allegations" against him, or what alleged "conduct" he was being investigated for while Adams' escorted Mr. Wolf from City Hall.

177. No Council member present at the November 7 meeting gave Mr. Wolf any details about the alleged "conduct" that he was to be investigated for.

Mr. Wolf's Recorded Statement for a Sheboygan Radio Station

178. Mr. Wolf arrived at his home at approximately 9:30 pm on November 7, 2022, and was contacted by a local Sheboygan radio station, WHBL, to see if he wanted to respond or make a statement in response to the Council's public announcement investigating his conduct following the meeting.

179. Mr. Wolf recorded a short statement at approximately 10:00 pm from his private home on November 7 that would air on November 8, during their morning radio news show.

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[8] Sheboygan Common Council Public Meeting, WCSC YouTube, November 7, 2022, *available at* https://youtu.be/RniRbk67aG0.
[9] *Id.*

180. Mr. Wolf stated that he "denied a request for $70,000 of taxpayer money to members of the Sheboygan DEIB group" who stated they would "oppose" him if he didn't give them money and that these individuals went to the Common Council and "they listened."

181. Mr. Wolf stated that that he was "blindsided" to learn of his suspension "without any notice, details, allegations or cause against [himself]" and "escorted out of the City like a criminal."

182. Mr. Wolf also expressed concern about the way this was handled so surprisingly without any notice "in the dark of the night."

183. At the time Mr. Wolf recorded his statements, not a single City ordinance nor anything in the employee handbook referenced an "administrative leave" as distinguished from a "suspension."

184. In November, the "Sheboygan DEIB" was not a registered entity in any form under the Wisconsin Department of Financial Instruction.

185. Mr. Wolf did not state Guevara or Haack's name in any public statement nor to any private individual third party while he was City Administrator.

186. Mr. Wolf's statement was questioning whether the City was effectively being "run" by members and affiliates of the Sheboygan DEIB.

The City's "November Directives" on Mr. Wolf & the Republican Event

187. At approximately 11:30 pm on November 7, 2022, Adams' ordered a Sheboygan police officer to serve a letter ("November 7 directive") on Mr. Wolf at his private home in front of his family.

188. The November 7 directive ordered Mr. Wolf to "not speak with any city employees or individuals." A true and accurate copy of the November 7 Directive letter to Mr. Wolf is attached as Exhibit AA.

189. The letter did not state which "individuals" Mr. Wolf was not to speak with nor did the letter state any exception for the City's police and fire department employees in case of an emergency during his "leave."

190. The November 7 letter from Adams to Mr. Wolf stated in relevant part:

> "Henceforth, you are not authorized to speak with any city employees or individuals conducting city business. This prohibition applied to all means of communications. You are not authorized to speak to the media about City matters. You are not allowed within all City facilities except upon invitation by council leadership, Mayor Sorenson or the City Attorney. You may not access City emails or computer systems. Failure to abide these restrictions will be deemed insubordination and may subject you to discipline. If you would like to retrieve any of your belongings, please contact Attorney Adams to coordinate that. Mayor Sorenson, council leadership or the City Attorney's office may contact you in the near future regarding the investigation and related issues. Please make yourself available for those discussions." *Id.*

191. Mr. Wolf was not given this letter during the Council meeting on November 7.

192. The letter was served at 11:30 pm the night before the Wisconsin November midterm elections.

193. Mr. Wolf's voting precinct is in the City of Sheboygan and every poll worker on November 8 is considered a "City employee or individual."

194. The letter did not provide any exception for Mr. Wolf to "speak" to poll workers at his voting precinct during the November 8 midterm elections.

195. The November 7 letter from Adams did not specify which "City" properties he was not to "step foot on."

196. Both the Sheboygan Police Department and the Sheboygan Fire Department are considered City properties.

197. On or around November 23, the Chairman of the Sheboygan County Republican Party reached out to Mr. Wolf and asked if he would speak at their annual caucus meeting on November 28.

198. Mr. Wolf agreed to provide a short speech addressing general concerns about "DEIB" efforts within City governments several days prior to the November 28 Republican annual caucus meeting.

199. By November 28, 2022, Mr. Wolf had not received a single letter, record, or document from the City giving him details about the investigation into his "conduct."

200. Indeed, almost one month after he was placed on leave, Mr. Wolf was not given a single ounce of information about the investigation or the "allegations" that Council publicly referenced into his "conduct."

201. On November 28, at 12:00 pm, the Chairman of the Sheboygan County Republican Party sent out a Press Release announcing that Mr. Wolf would be speaking at the annual caucus at 6:45 pm that evening. A true and accurate copy of the email from the Sheboygan County GOP announcing Mr. Wolf as a speaker at the event is attached as Exhibit BB.

202. At approximately 4:45 pm on November 28, 2022, Mr. Wolf was, again, personally served at his home, in front of his family and neighbors, by the City of Sheboygan Police Department with another letter from Adams telling Mr. Wolf that "Council" was informed of his intention to speak at the Sheboygan County Republican event ("November 28 Directive"). A true and accurate copy of the "November 28 Directive" served on Mr. Wolf is attached to this complaint as Exhibit CC.

203. The November 28 Directive on Mr. Wolf further ordered that he was also not allowed to speak "at any event" about "City matters." *Id.*

204. The "November 28 Directive" did not define what constituted "City matters."

205. Mr. Wolf feared the Council's threat of "discipline" based on the content of what he spoke about at the Republican event, so Mr. Wolf declined giving the public address that he had prepared within one hour of the meeting.

206. Mr. Wolf attended the November 28 Republican caucus meeting and spoke to various people in the back of the room but did not provide any public address based on the City's "directive" threatening him with discipline.

207. At the caucus meeting, a woman named Lauren Hofland, wife of the former City Administrator, attended and recorded the event and Mr. Wolf.

208. Hofland left the Republican event early and, on information and belief, Hofland provided the details of the Mr. Wolf's speaking to persons at the Republican event to one or more of the Defendants.

209. On information and belief, shortly after the Republican event, a post was published on the "Progressive Women of Sheboygan" Facebook page calling for immediate "retaliation" against Mr. Wolf and the Sheboygan Republican Party of Mr. Wolf's attendance.

210. The Facebook post was deleted after several minutes.

The "Investigation" Into Mr. Wolf

211. Within 24 hours of Mr. Wolf being placed on leave, Sorenson met with Wisconsin Watch reporters in his office. True and accurate photographs from City Hall security camera footage on November 8 along with the resultant photograph from the Wisconsin Watch website of Sorenson is attached to this complaint as Exhibit DD.

212. Mr. Wolf later discovered that Sorenson disclosed confidential City information to Wisconsin Watch and painted Mr. Wolf in a false light with that information.

213. On November 9, 2022, Sorenson and Adams authorized the disclosure of Mr. Wolf's *entire* "confidential council letter" to Maya Hilty. A copy of the disclosure that Hilty shared with Mr. Wolf's attorney on December 2, 2022, and a screen shot showing the attachment of Mr. Wolf's "confidential council letter," is attached to this complaint as Exhibit EE.

214. On November 10, without any knowledge that the City had already released his "confidential council letter" to Hilty, Mr. Wolf signed an authorization allowing the City to release his "confidential council letter" *only to his attorney* in its entirety for the limited purpose of representing him during the "investigation." A true and accurate copy of Mr. Wolf's authorization and release only for his attorney from November 10, 2022, is attached as Exhibit FF.

215. The City stopped reimbursing and paying for some of Mr. Wolf's benefits in November 2022 including his WCMA fees and his mileage reimbursements for his college courses.

216. In November, Mr. Wolf requested, through his attorney, just a few of Mr. Wolf's personal documents and contemporaneous handwritten notes from his office, but Adams stated that neither Mr. Wolf nor his attorney were allowed to enter Mr. Wolf's office.

217. Adams said that he would gather any documents that Mr. Wolf wanted, but Mr. Wolf felt uncomfortable about that and decided that he would wait until he was allowed to enter his office again.

218. To date, Adams has never allowed Mr. Wolf any access to his office, work files, or personal belongings since he was placed on leave.

219. Adams did not allow Mr. Wolf to obtain a single work or City related document from his office even for the purposes of preparing for the "investigation."

220. Prior to the City authorizing the release of Mr. Wolf's "confidential council letter" to his attorney for the purposes of his investigation, Hilty sent Mr. Wolf a single-spaced, nearly two page, "interrogation" disguised as a "request for comment" that contained lots of confidential information contained within Mr. Wolf's "confidential council letter" on November 7.

221. Hilty's demanded that Mr. Wolf tell her why he was lying and "what evidence he had" against the defendants and the Sheboygan DEIB.

222. Mr. Wolf declined to comment on any of Hilty's questions.

223. On November 30, 2022, Mr. Wolf's attorney sent public records request pursuant to Wis. Stat. 19.356 to the city for all records, communications, emails, and information about the investigation into Mr. Wolf including details relating to the allegations against him and any other information. A true and accurate copy of an email request for investigation information is attached to this complaint as Exhibit GG.

224. The City never provided a single responsive document to this request during the investigation into Mr. Wolf but Hilty was given the exact date that the City retained the investigator, Jill Hall, based on Hilty's December 16 article that further attacked Mr. Wolf's credibility. A true and accurate copy of Hilty's 12-16-2022 article about Mr. Wolf is attached to this complaint as Exhibit HH.

225. The only information Mr. Wolf received about the "investigation" was on December 6, 2022, when Adams orally stated that Defendant Attorney Jill Pedigo Hall ("Hall") was conducting the "investigation," and it related to emails that Mr. Wolf sent to Hilty.

226. In following up on Adams' statement that the "allegations" about Mr. Wolf's "conduct" related to an email Mr. Wolf sent to Hilty, Adams provided Mr. Wolf's attorney with the email exchanges between Mr. Wolf and Hilty in September 2022 when they were arranging the interview. A true and accurate copy the email from Adams is attached to this Complaint as Exhibit II.

227. On information and belief, Sorenson met with a Sheboygan *County* employee at Paradigm Coffee shop on December 9, 2022, on 8th Street in Sheboygan to discuss ways to "remove" Chad Pelishek by public petition now that Mr. Wolf was "out of the way."

228. Hall arranged for an interview with Mr. Wolf to be held via Zoom on December 20 at 10:00 AM.

229. Hall stated to Mr. Wolf's attorney on December 16 that her interview would only include Mr. Wolf and herself without his attorney present. A true and accurate copy of the email from Hall is attached as Exhibit JJ.

230. At the time, Mr. Wolf thought the investigation was only about the emails between himself and Hilty from September, as stated in the December 7 email from Adams so he agreed to abide by the investigators orders and did not demand his attorney be present. *Id.*

231. On December 20, 2022, at 8:43 a.m.—*less than 90 minutes* before his scheduled interview with Hall—Adams sent Mr. Wolf a letter with instructions about the investigation and what he was ordered to do. A true and accurate copy of Adams' 12-20-2022 email and attached letter to Mr. Wolf is attached to this complaint as Exhibit KK.

232. The December 20 letter was the first, and only, document the City ever provided to Mr. Wolf related to the "investigation" and the "allegations" into his "conduct."

233. Neither Mr. Wolf nor his attorney saw the email prior to Mr. Wolf's interview with Hall at 10:00 AM on December 20.

234. Adams intended to send the letter the *day of* Mr. Wolf's interview, but Adams backdated the letter to December 19, 2022. Ex. KK at p. 2.

235. Adams' letter on December 20 stated, for the first time, that Mr. Wolf was being investigated for his alleged "communications, conduct and leadership and certain allegations of inappropriate and illegal conduct made by you."

236. Mr. Wolf has never, to date, received any further details about these "allegations."

237. Adams' letter to Mr. Wolf did not advise Mr. Wolf that he had the right to have his attorney present during the interview.

238. Adams' letter demanded Mr. Wolf cooperate with Hall's request for City "records," stating that Mr. Wolf was not to "modify, alter, delete, or destroy any records" related to his "employment, [or] any official … City business" even though Adams knew Mr. Wolf had been denied all access to his employment records and all City properties since November 7 with no opportunity to gather even his personal belongings and possessions.

239. Hall's interview with Mr. Wolf lasted approximately five (5) hours, and Hall never once told Mr. Wolf exactly what the "allegations" were that she was investigating.

240. At several points during Hall's interview with Mr. Wolf, where she had denied his attorney be present with him, Hall appeared to be cross-examining Mr. Wolf to try and elicit specific responses to see whether he had "ever" committed any wrongdoing at all, including accusing Mr. Wolf of violations based on statements that *others* made in his defense after Council publicly placed him under "investigation" for his "conduct."

241. Hall implied to Mr. Wolf that Council wanted her report to be in "oral form" rather than "written form."

242. Hall told Mr. Wolf that she had "known [Defendant Mary Lynne Donohue] for over thirty years" during the interview.

243. Mr. Wolf never received any other information about the "investigation" nor communications from the City about the "investigation" following his interview with Hall.

244. On information and belief, Hall was made aware of exonerating evidence that favored Mr. Wolf during her "investigation."

245. On information and belief, Hall never disclosed any favorable or exonerating evidence to the Council.

The Oral "Investigation Synopsis" and Mr. Wolf's Removal

246. On January 3, 2023, the Common Council posted a "special meeting" Agenda for a closed session on January 4 to discuss the investigation by Hall into Mr. Wolf. A true and accurate copy of the Agenda for the January 4, 2023, Council meeting is attached as Exhibit LL.

247. On information and belief, Hall appeared via Zoom video during the January 4 closed session.

248. During the January 4 closed session, Hall provided only a vague oral investigation conclusion ("investigation synopsis") in which Hall stated that there was "evidence to suggest" Mr. Wolf violated the City's Directives and laws. A copy of the January 4 Minutes that Adams released to the public is attached to this complaint as Exhibit MM.

249. On information and belief, Hall did not discuss what "evidence" she had found, what laws Mr. Wolf is alleged to have violated, nor whether there was any exonerating information that favored Mr. Wolf.

250. Following Hall's "investigation synopsis," the Council held a vote to decide whether to allow Mr. Wolf a hearing or deny him a hearing by terminating him "without cause." Ex. MM.

251. Council members were informed Mr. Wolf would have the option of requesting the hearing be conducted publicly if they voted to allow him a hearing. *Id.*

252. During the January 4 closed session, the Council also discussed an alleged "cease and desist" letter from Guevara and Haack against the City even though Mr. Wolf never disclosed their names publicly. *Id.*; *see also* Exs. EE & MM.

253. At the end of the closed session, Defendant Alderpersons Felde, Filicky-Peneski, Salazar, Ramey, Perrella, Ackley, Rust, and Dekker voted to deny Mr. Wolf any hearing and to remove him "without cause." *Id.*

254. Mr. Wolf was not allowed to attend the closed session where the investigator provided her "synopsis" on January 4.

255. On January 6, the Council posted an Agenda that they would be voting to remove Mr. Wolf without cause at the Council meeting on January 9. A true and accurate copy of the Agenda for the January 9, 2023, Council meeting is attached as Exhibit NN.

256. On information and belief, on January 7, Defendant Felde stated to a member of the public that Mr. Wolf had "no chance of defending the allegations against him." A true and accurate copy of a contemporaneous text message about a conversation with Felde is attached as Exhibit OO (REDACTED).

257. During the January 9 open session, Alderman Dean Dekker made the following statement in open session:

> "After concerns were brought forward…the majority of the council decided to hire an independent investigator. That investigation has

> concluded. …[A]fter hearing [Hall's Jan. 4 investigation] synopsis, [I] have come to the conclusion that this is in the best interests of our employees…one employee doesn't stand over the rest of our employees. To put our employees through something like this is not right. So that is why I support [terminating Mr. Wolf without a hearing]."[10]

258. On January 9, 2023, Alderpersons Felde, Filicky-Peneski, Salazar, Ackley, Ramey, Parella, Rust, and Dekker voted to remove Mr. Wolf as City Administrator with no opportunity for a pre termination or post termination hearing.

259. Defendant Dekker publicly stated in open session on January 9 that his decision to remove Mr. Wolf was based on Hall's oral "investigation synopsis" from January 4.

260. Immediately following the Council's vote to remove Mr. Wolf as City Administrator, Sorenson made several public comments to the media suggesting Mr. Wolf was permanently removed based on the investigation determined he lied and violated laws and directives.[11] A true and accurate copy of the Sheboygan Press article on 1-10-2023 about Mr. Wolf's Removal is attached to this complaint as Exhibit PP.

261. On January 9, 2023, Sorenson stated to the media that Mr. Wolf had "interfered in [the] investigation by leaking details of the investigation" which Sorenson knew was not true because Mr. Wolf has never received a single requested record or communication related to the details or even knowledge of the specific charges against him. *Id.*

262. Sorenson told the media that Mr. Wolf was fired in part because the "investigation" found that Mr. Wolf was dishonest and kept "doubling down on" lies that Mr. Wolf "knew [weren't] true" noting that Mr. Wolf's previous statements "could be proven false with other documentation." *Id.*

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[10] Sheboygan City Council Meeting, WCSC YouTube, January 9, 2023, *available at* https://youtu.be/8bFMX8xqeuU.

[11] WHBL ARTICLE FROM JAN 10 WOLF FIRED URL (they won't delete theirs..)

263. Sorenson told the Sheboygan Press that Mr. Wolf was warned about his dishonesty many times, even though Sorenson knew that Mr. Wolf had never been accused of dishonesty nor told that he was being investigated for "dishonesty." *Id.*

264. At no point during Mr. Wolf's tenure as City Administrator, Alderman, nor in the private sector, has anyone ever accused Mr. Wolf of "dishonesty."

265. Sorenson also told the Sheboygan Press that Mr. Wolf's termination resulted in part because Mr. Wolf was unlawfully retaliating against employees by stating, "people should feel safe to come to work…[and not] have to be fearful of retaliation," even though Sorenson knew that Schneider's complaint was based mainly on *Sorenson's* statements to her. *Id.*

266. Sorenson intended for his public statements to be exclusively connected to Mr. Wolf's removal as City Administrator on January 9, 2023 stating he hopes the "investigation" report against Mr. Wolf would "come[] sooner than later," despite Mr. Wolf never being provided the "investigation synopsis," report, evidence, or details about the "allegations" against him. *Id.*

267. Mr. Wolf was informed by at least one municipal recruiter that based on the many articles and new claims about the investigation from Sorenson's statements and Hilty's articles, it would be impossible to secure Mr. Wolf any municipal position for a long time.

268. Following his firing and removal as City Administrator, the City has refused to respond to Mr. Wolf or allow access to his previous office to collect his personal belongings.

269. On January 13, 2023, without any response allowing Mr. Wolf to gather his personal belongings from his office, Adams emailed Mr. Wolf's attorney that he was authorizing the "public release" of the closed session minutes from the Council meetings related to Mr. Wolf from October 17, October 24, November 7, and January 4. A true and accurate copy of Adams' email is attached to this complaint as Exhibit QQ.

270. Despite the City Clerk always handwriting her closed session minutes, the Minutes that Adams decided to release to the public were *typed*. *See* Exs. U, V, MM, all obtained from Adams' release authorization following Mr. Wolf's removal.

271. On information and belief, Adams edited, altered, or removed information from the Ms. DeBruin's original closed session minutes in their handwritten form.

272. To date, Mr. Wolf has never been told what "laws" he is alleged to have violated nor what the "allegations" against him were.

273. To date, Mr. Wolf has never been told what "evidence" was used in Hall's determining his "guilt" and "violations" of law during her January 4 "investigation synopsis."

274. To date, Mr. Wolf has not been subpoenaed by the District Attorney, questioned in relation to any alleged criminal wrongdoings, or otherwise under criminal investigation.

CAUSES OF ACTION

CLAIM ONE: 42 U.S.C. § 1983
VIOLATION OF MR. WOLF'S FIRST AMENDMENT RIGHTS
FREEDOM OF SPEECH & RETALIATION
BY CITY OF SHEBOYGAN, SORENSON, ADAMS, FELDE, FILICKY-PENESKI, SALAZAR, ACKLEY, RAMEY, DEKKER, RUST, PERRELLA

275. Plaintiff repeats and realleges each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

276. The First Amendment of the United States Constitution protects Mr. Wolf's ability to speak on his own time as a private citizen on matters of public concern.

277. Mr. Wolf did not forfeit his Constitutional right to speak on matters of public concern on his own time solely because he was employed by the City of Sheboygan.

278. The First Amendment of the United States Constitution prohibits the government from retaliating against a public employee who speaks on matters of public concern as a private citizen.

279. Mr. Wolf's administrative duties did not involve expressing concerns about lawful compliance of private activist groups and their influence over City officials.

280. Mr. Wolf's statements were made in his capacity as a private citizen within his private home, while on "administrative leave," and outside of work hours.

281. Mr. Wolf's statements aired on November 8, 2022, related to a matter of political and social concern that the Sheboygan DEIB group had been targeting him publicly throughout October after he refused to fire Chad Pelishek for reporting racism and after he denied their request for taxpayer money.

282. Mr. Wolf believed that an objective and fair investigation would easily prove his innocence; and his statement was a furtherance of his concerns about the harassment from Sheboygan DEIB group for City money.

283. At the time of his statements, Mr. Wolf believed the only way that he could be forced out of his office temporarily was with a suspension since there was no directive in any City handbook or ordinance distinguishing a "leave" from a "suspension."

284. Mr. Wolf's November 8 statements addressed a matter of public concern.

285. Indeed, few things are less concerning to the public than government funding of private activists that have control over elected officials.

286. Mr. Wolf's conversations at the Sheboygan County GOP event on November 28 involved general concerns about the Sheboygan DEIB collective and the reach they had over businesses and City officials.

287. Mr. Wolf did not discuss with any event attendees any confidential city information nor information about the investigation because, on November 28, 2022, the city had refused to provide Mr. Wolf any details about the "investigation," what the exact "allegations" against him were, nor whether the city had even retained an investigator.

288. The defendants waived their right to oversee Mr. Wolf's statements pertaining to his leave and his confusion about what the "allegations" were when *the Council* publicly announced an "investigation" into Mr. Wolf's alleged "conduct" and placed him on leave during a live and public Council meeting on November 7, 2022.

289. Mr. Wolf's interest in addressing the Sheboygan DEIB targeting City employees who denied their money requests far outweighed the City's interest in managing an efficient workplace and/or promoting effective and efficient public service.

290. Mr. Wolf's interest in responding to the City's public announcement of his involuntary leave for "an investigation" based on alleged "allegations" into his "conduct" far outweighed the City's interest in maintaining effective services or promoting effective and efficient public service since it was the City's decision to make the surprise public announcement without any prior notice to Mr. Wolf nor City employees that reported to him.

291. The Council's "November 7 directive" to Mr. Wolf that he was not allowed "to step foot on city properties" the *day before the November 2022 midterm election* amounted to a severe Constitutional deprivation policy of his First Amendment rights because the defendants knew Mr. Wolf was a resident of the City of Sheboygan.

292. The City knew Mr. Wolf's voting precinct was located in the City of Sheboygan.

293. The "November 7 directive" on Mr. Wolf that he was "not allowed to talk to employees or individuals" without any further details on the nature or subject of his speech was a

clear violation of Mr. Wolf's First Amendment rights even while he was on leave or under "investigation."

294. The "November 28 directive" to Mr. Wolf to "not speak about City matters" at "any event where the media might be present" under threat of "discipline" was a unreasonably vague and was a clear infringement on Mr. Wolf's First Amendment rights that resulted in Mr. Wolf declining his public address at the Republican event.

295. The "November 28 directive" restricting speech about "City matters" was unlawfully vague because the directive did not define what constituted a "City matter" since so many "City matters" had already been made public by other City officials starting in August 2022.

296. Mr. Wolf was fired as City Administrator on January 9 based on the January 4 "synopsis" that suggested Mr. Wolf had violated the City's "directives," which included the order that Mr. Wolf not "speak to employees or individuals."

297. Mr. Wolf's speech as a private citizen on November 8 and 28 on matters of public concern was, at least in part, a direct motivating factor in his being fired as City Administrator.

298. In both "November directives" to Mr. Wolf, Adams stated that he was instructed to draft and serve the letters at the instruction of the "[common] Council."

299. The Common Council in Sheboygan consists of ten alderpersons and Mayor Ryan Sorenson as presiding officer.

300. The Common Council has final decision-making power to enact administrative policies over employees, and the Mayor is considered the "presiding officer" over the Common Council.

301. Adams ratified the "November Directives" to Mr. Wolf when he authored both "directive" letters and ordered the Sheboygan Police Department to serve them on Mr. Wolf at his home as a show of public force.

302. On information and belief, Filicky-Peneski has admitted to at least one person that she knows the "November 7 Directive" to Mr. Wolf was unlawful.

303. On information and belief, the City has also imposed "gag order directives" on all City employees that testified to Mr. Wolf's innocence during the "investigation."

304. As City Attorney, Adams' failure to properly advise the Common Council (including the Mayor) has directly resulted in policy and practice of the City's constitutional violations against Mr. Wolf and other City employees.

305. The City's "November 7 directive" banning Mr. Wolf, a City resident, from setting foot on all "City properties" and to not speak to "City employees or individuals" the day before the November midterm elections showed a deliberate indifference to Mr. Wolf's Constitutional rights.

306. The City's November directives ordering Mr. Wolf to not speak "to employees or individuals" without narrowing instructions, while he was on leave during the holiday season and unable to communicate with the City's Police or Fire Departments in case of emergency, amounted to a deliberate indifference to his Constitutional rights.

307. The City's November "directive" ordering Mr. Wolf not to speak about "City matters" at any public "event where the media might be present" while he was on leave was unlawfully vague and amounted to a deliberate indifference to his Constitutional rights.

308. The "November Directives" on Mr. Wolf were the moving force behind his being fired and removed as City Administrator on January 9 based on the "investigation synopsis" that

stated, in part, Mr. Wolf violated the "directives" and according to statements from Dekker and Sorenson related to Mr. Wolf being fired because of the "investigation."

309. The defendants took an adverse action by ceasing all reimbursement benefit payments for his education expenses and cancelling Mr. Wolf's WCMA membership fees payments in November 2022.

310. The Defendants took an adverse employment action and retaliated by firing and removing Mr. Wolf as City Administrator on January 9 based, at least in part, on Mr. Wolf's statements on November 8 and 28 that, according to the City, was a "violation" of their "directives."

311. Adams knew that the November 7 and 28 letters were violations of Mr. Wolf's Constitutional rights, but Adams facilitated, directed and participated by drafting the letters and supporting Council's vote to remove Mr. Wolf.

312. Adams acted willfully and maliciously because he wanted to "get rid of [Mr.] Wolf."

313. Sorenson knew the Council's vote to remove Mr. Wolf, in part, based on Mr. Wolf's purported "violations" of the unconstitutional November directives was a Constitutional violation, but Sorenson facilitated and approved Council's vote based on his statements to the media supporting Mr. Wolf's removal based on those "violations."

314. Sorenson acted intentionally and maliciously based on his multi-year effort to slander Mr. Wolf and ensure his removal based on his friendship with the Sheboygan DEIB individuals and Donohue.

315. As members of the Common Council, Alderpersons Felde, Filicky-Peneski, Salazar, Ramey, Ackley, Dekker, Rust, and Perrella directly participated in the deprivation of Mr.

Wolf's rights by "instructing" Adams to send the November Directives and then directly participating in the vote to remove Mr. Wolf based, in part, on Hall's "synopsis" that Mr. Wolf violated the November Directive letters.

316. All Defendant Alderpersons acted intentionally and willfully in directing and causing the deprivation of Mr. Wolf's clearly established rights.

317. Mr. Wolf has suffered severe financial and emotional damage and injuries as well as the deprivation of his job, title, reputation, and position.

CLAIM TWO: 42 U.S.C. § 1983
VIOLATION OF MR. WOLF'S FOURTEENTH AMENDMENT DUE PROCESS RIGHTS (PROPERTY)
BY SORENSON, ADAMS, FELDE, FILICKY-PENESKI, SALAZAR, PERRELLA, RAMEY, RUST, ACKLEY, DEKKER

318. Plaintiff realleges and incorporates each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

319. The Due Process Clause of the Fourteenth Amendment to the United States Constitution prohibits government actors from "depriv[ing] any person of life, liberty, or property, without due process of law."

320. The Due Process Clause generally requires notice and a hearing before, or reasonably promptly after, a deprivation of an individual's property rights.

321. Wisconsin state law allows a municipality to create property interests in specific jobs by city ordinance. Wis. Stat. 17.12(1)(c)(2)(b).

322. Sheboygan's General Ordinance 41-20-21 controls the City Administrator position ("City Administrator Ordinance") and includes a provision that states a City Administrator can only be removed for "cause." *See* Sheb. Mun. Code Sec. 2-341.

323. The City Administrator Ordinance "cause" provision was in effect when Mr. Wolf signed his Employment Agreement in June 2020. Ex. G.

324. Mr. Wolf's Employment Agreement Section 16 expressly states, "nothing in the agreement shall contravene the [City Administrator] ordinance." Ex. H, p. 4 ¶ 16 & Ex. G.

325. The Agreement does not state that Mr. Wolf's removal without cause would be considered valid, effective, or lawful nor that Mr. Wolf agrees to any waiver in exchange for the automatic "severance" payment from the City.

326. Mr. Wolf had a protected property interest in his position under state law.

327. Defendants acted in violation of the due process rights inferred upon Mr. Wolf by Wis. Stats. § 17.16(3), and both State and Federal Constitutions.

328. This is no statutory mechanism for Mr. Wolf to address or appeal the City's violation of his due process rights to notice and a hearing; indeed, defendants have failed to ever provide written charges.

329. The City had no legitimate reason to deny Mr. Wolf a hearing based on Sorenson's statement that a *Loudermill* hearing would cost the City money in legal fees since the vote to deny Mr. Wolf a hearing included an agreement to pay Mr. Wolf benefits and severance under the terms of the Agreement.

330. Defendant Alderpersons Felde, Filicky-Peneski, Salazar, Ramey, Rust, Perrella, Ackley, and Dekker acted knowingly and consented by voting to deny Mr. Wolf a hearing on January 4.

331. On information and belief, Adams and Sorenson advised and directed the Council to deny Mr. Wolf any hearing.

332. As Presiding Officer over the Common Council, Sorenson facilitated and approved Adams' advising and the Alderpersons voting to deny Mr. Wolf due process.

333. Sorenson facilitated, approved, and turned a blind eye towards the Council's unconstitutional vote to deny Mr. Wolf any hearing or notice of the charges against him when they removed him as City Administrator.

334. Sorenson acted with malice and intent in advising the Council to deny Mr. Wolf's Constitutional rights to conceal evidence of his own involvement and protect Hilty, Donohue, and the Sheboygan DEIB.

335. Adams allowed the City to engage in a pattern or practice of violating the Constitutionally protected rights to Due Process as afforded by both State and Federal Constitutions.

336. Adams knew a vote denying any hearing before or after his removal would violate Mr. Wolf's due process rights, and he facilitated, approved, and condoned the violation of Mr. Wolf's Constitutional rights to any hearing.

337. Adams acted willfully and with malice and intent because he hated Mr. Wolf, and he knew the Agreement did not "contravene" the "cause" provision in the City Administrator Ordinance.

338. Felde and Filicky-Peneski acted with malice and intent by voting to deny Mr. Wolf a hearing and removing him as City Administrator because they knew Mr. Wolf was innocent of any "allegations" and they wanted to conceal from the public all exonerating information.

339. Alderpersons Salazar and Ramey acted with malice and intent because of their personal ties and connections with Sorenson and the Sheboygan DEIB.

340. Alderpersons Dekker, Ackley, and Rust acted willfully and intentionally by voting to remove Mr. Wolf from his position without any hearing.

341. In efforts to protect Mr. Wolf's right to any hearing, only two Aldermen, Trey Mitchell and Joe Heidemann, voted in favor of a hearing on January 4.

342. Defendant Alderpersons Felde, Filicky-Peneski, Salazar, Ramey, Ackley, Perrella, Rust, and Dekker directly caused the deprivation of Mr. Wolf's due process rights by voting against a hearing for Mr. Wolf on January 4.

343. The direct and intentional actions by Sorenson, Adams, Felde, Filicky-Peneski, Salazar, Ramey, Perrella, Rust, Ackley, and Dekker resulted in the deprivation of Mr. Wolf's clearly established rights.

344. Mr. Wolf has suffered severe emotional and mental distress over the previous three months directly because of the intentional acts and omissions by the Defendants herein.

345. Mr. Wolf has suffered severe financial injuries, including having to cover the full cost of his *two* college certifications related to his position as City Administrator.

CLAIM THREE: 42 U.S.C. § 1983
VIOLATION OF MR. WOLF'S FOURTEENTH AMENDMENT DUE PROCESS RIGHTS (LIBERTY)
BY CITY OF SHEBOYGAN, ADAMS, SORENSON

346. Plaintiff realleges and incorporates each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

347. The Due Process Clause of the Fourteenth Amendment to the United States Constitution prohibits government actors from "depriv[ing] any person of life, liberty, or property, without due process of law."

348. The government is prohibited from stigmatizing a public employee that has been removed from a protected position without due process.

349. Mr. Wolf's position was guaranteed under state law and pursuant to the City Administrator Ordinance ("Ordinance") in Sheboygan that stated he could only be removed for "cause."

350. Mr. Wolf's employment Agreement did not "contravene" the Ordinance.

351. Mr. Wolf had a property interest in his position as City Administrator.

352. Mr. Wolf had a liberty interest in his excellent reputation, honesty, and integrity throughout the Sheboygan public and private sector from his years serving as an Alderman and on various City Commissions.

353. Mr. Wolf had a liberty interest in his reputation as an award-winning Manager, City Administrator, and "Inspirational Leader" in the City of Sheboygan. *See* Exs. A & F.

354. Mr. Wolf was entitled to notice and an opportunity to be heard about any "allegations" that the city publicly lodged against him on November 7 and January 9, when he was removed from his position following the public announcement of an "investigation" into his "conduct."

355. Mr. Wolf's position was permanently extinguished when the Council voted to remove him without any hearing on January 9.

356. Mr. Wolf's firing and removal on January 9 was a direct result of the public "investigation" into his alleged "conduct" that the City announced on November 7 based on Sorenson and Dekker's public statements on January 9.

357. Mr. Wolf suffered a deprivation of his Constitutional rights when Felde, as President of Council, read the motion on November 7 calling for an investigation into "allegations" and "concerns" about Mr. Wolf's "conduct" without previously giving Mr. Wolf any notice of the allegations or opportunity to be heard by the Council.

358. Felde's public announcement was made within the context of Mr. Wolf's firing because the "investigation" that was announced directly led to Mr. Wolf's removal on January 9.

359. Mr. Wolf suffered a deprivation of his Constitutional rights when Alderman Dekker stigmatized him at public session on January 9 stating that his decision to remove Mr. Wolf was based on the oral "investigation synopsis" related to Mr. Wolf's "conduct" and Mr. Wolf remaining was not safe for employees without affording Mr. Wolf any opportunity for a hearing to clear his name.

360. Sorenson's public statements to the Sheboygan Press that Mr. Wolf had "leaked confidential" information related to the investigation was intentionally defamatory because Mr. Wolf never spoke about any investigation details because he was given no details and not even provided written notice about the investigation until December 20 from Adams' letter two hours before his interview.

361. Sorenson knew that Mr. Wolf never spoke about the investigation details in public outside of what the Council had already publicly announced, and he intentionally aimed to stigmatized and defame Mr. Wolf by stating that he unlawfully leaked confidential information.

362. Sorenson destroyed Mr. Wolf's reputation by stating to the media on January 9 that Mr. Wolf was "warned" many times about dishonesty and still continued to lie, which Sorenson knew was not true as Mr. Wolf had only been reprimanded for his honesty in defending Pelishek for reporting racism and reporting his concerns about the Sheboygan DEIB collective funding.

363. Sorenson defamed Mr. Wolf when he suggested Mr. Wolf was fired so employees could be safe from "retaliation," even though Sorenson knew that Mr. Wolf never unlawfully retaliated against any employee.

364. Sorenson is aware that no employee was disciplined other than Mr. Wolf based on the inaccurate articles written by Maya Hilty.

365. All of Sorenson's public statements on January 9 were made in connection to Mr. Wolf's removal as City Administrator.

366. Mr. Wolf's suffered multiple and egregious deprivations of his liberty rights within the context of the "investigation" and his ultimate removal as City Administrator without any opportunity to be heard between November 7 and January 9.

367. The City's custom and policy of depriving Mr. Wolf's of his Constitutional rights was established in their "November Directives" that prohibited him from speaking to the media, "individuals," or at any event "where the media might be present," even though the City intended to defame and destroy Mr. Wolf at his removal on January 9.

368. The City also approved the policy to deny Mr. Wolf any opportunity to be heard when they voted *against* a hearing on January 4 immediately prior to their removal of him as City Administrator violating his Constitutional rights protected by both State and Federal Constitutions.

369. Sorenson had final decision-making power in determining statements published to the media about internal personnel matters within the city on January 9 following Mr. Wolf's removal.

370. Sorenson ratified the public defamation and stigmatization of Mr. Wolf's character on January 9 in connection with his termination as City Administrator without any opportunity for Mr. Wolf to clear his name publicly or even know the details of the charges against him.

371. Sorenson, as Mayor, and Felde, as Council President, both had final decision-making power over whether Council would read the November 7 motion related to the "allegations" and "investigation" into Mr. Wolf.

372. Adams' poor legal advising to Council led to Felde publicly reading the November 7 motion about the investigation into Mr. Wolf's "conduct" despite the Wisconsin Open Meetings Laws that provide a clear exception allowing Council to vote in closed session for personnel matters or internal investigations.

373. The City's policy denying Mr. Wolf a public name-clearing hearing or know the actual "charges" against him in order to conceal their own involvement and fabricated evidence amounted to a deliberate indifference to Mr. Wolf's Constitutional liberty rights.

374. The City's policy of denying Mr. Wolf a public name clearing hearing prior to his removal directly caused Constitutional deprivation when Sorenson expressly inferred that Mr. Wolf was fired because of his continued dishonesty and unlawfully leaking information .

375. As Mayor who oversees compliance with City Ordinances, Sorenson knew or should have known, that Mr. Wolf could only be fired for "cause" with a name-clearing hearing.

376. Sorenson knew about and facilitated the violation of Mr. Wolf's liberty rights and then directly engaged in the public defamatory statements in connection with Mr. Wolf's removal after advising the Council to deny Mr. Wolf a hearing.

377. Sorenson's public statements on November 8 that Mr. Wolf was dishonest, and his many statements on January 9 were intentional efforts to defame and destroy Mr. Wolf's reputation in connection with his removal as City Administrator.

378. Sorenson acted with malice and intent to defend and protect his own involvement and the Sheboygan DEIB he affiliates with and whom had demanded taxpayer monies.

379. As City Attorney, Adams knew that Mr. Wolf could only be removed for cause and was entitled to a hearing, but Adams intentionally advised the Council to publicize the

investigation on November 7 and then to vote to deny Mr. Wolf a name-clearing hearing on January 4.

380. Adams knew or should have known that Sorenson and Dekker's public statements on January 9 about Mr. Wolf's conduct, honesty, and integrity were unlawful without affording Mr. Wolf an opportunity to be heard, and he facilitated, condoned, and turned a blind eye to Sorenson's and Dekker's statements.

381. Adams' authorized the public release of the January 4 "oral investigation synopsis" minutes that stated "evidence suggested Mr. Wolf violated the law without ever affording Mr. Wolf an opportunity before the investigation synopsis to publicly clear his name.

382. Adams' authorization of the records release with a Wisconsin records notice allowing Mr. Wolf to file an appeal was meant to further stigmatize Mr. Wolf as "trying to hide the investigation report" in furtherance of Adams' facilitating the deprivation of Mr. Wolf's Constitutional rights.

383. Adams and Sorenson acted with malice and intent.

384. The defamatory statements by the defendants have made it nearly impossible for Mr. Wolf to find another job in his chosen profession.

385. Mr. Wolf has suffered extreme and severe emotional distress because of the defendant's defamation of his character to the public within the context of the "investigation" into his "conduct" that led to his removal and firing.

386. Mr. Wolf has suffered severe financial damages and has almost no chance of obtaining gainful employment in any municipality or as a public servant (and even the private sector) based on the defendants' public statements about him without a chance to clear his name.

387. The defendants conspired to violate Mr. Wolf's clearly established liberty rights.

CLAIM FOUR: 42 U.S.C. § 1983
CONSPIRACY TO VIOLATE MR. WOLF'S FOURTEENTH AMENDMENT DUE PROCESS RIGHTS (LIBERTY)
BY DONOHUE, HILTY, HALL, SORENSON, ADAMS

1. Plaintiff realleges and incorporates each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

2. The Due Process Clause of the Fourteenth Amendment to the United States Constitution prohibits the government from "depriv[ing] any person of life, liberty, or property, without due process of law."

3. The Fourteenth Amendment prohibits government officials from working in conjunction with private individuals to deprive another of their constitutional liberty and property interests without due process of law.

4. Mr. Wolf's position as City Administrator was established under State law and pursuant to Sheboygan's City Administrator Ordinance that stated Mr. Wolf could only be removed for "cause."

5. Mr. Wolf had a Constitutional right to not be deprived of his position without a single hearing or opportunity for a hearing following his removal.

6. Mr. Wolf had a Constitutional right to not be publicly stigmatized within the context of his removal as City Administrator on January 9, 2023, without an opportunity to view the evidence against him or clear his name in a public hearing.

7. Mr. Wolf was deprived of his right to his position and reputation by being subjected to a "sham" investigation through fabricated evidence, and then being slandered and stigmatized when he was permanently removed as City Administrator on January 9.

8. Donohue, Sorenson, Adams, and Hilty devised a single agreement in September 2022 to frame Mr. Wolf for leaking confidential information and inciting a "public outcry" and fabricating false "cause" to remove him as City Administrator with eight Council votes.

9. On information and belief, Hall agreed to assist this plan in mid-November 2022 to manipulate Mr. Wolf into finding *any* wrongdoing on his part and then report falsely to Council that Mr. Wolf had violated laws to ensure his removal.

10. This plan was devised to remove Mr. Wolf as City Administrator to ensure funding and implementation of Sheboygan DEIB affiliated persons that Mr. Wolf had not supported by destroying his credibility and reputation in creating "cause" to fire him.

11. The plan also aimed to destroy Mr. Wolf's respected standing and influence throughout the Sheboygan government and private businesses that he had built over the previous twenty years so that Mr. Wolf could not undermine the efforts of the Sheboygan DEIB to obtain funding and influence throughout the public and private sectors in Sheboygan.

12. On information and belief, Sorenson has admitted that Mr. Wolf was targeted for removal because of Sorenson's connection to the Sheboygan DEIB individuals.

13. On information and belief, Adams admitted in December 2022 to being "on the mayor [Sorenson]'s team" in "doing anything in his power" to get rid of Mr. Wolf because he believed Mr. Wolf questioned Adams' capabilities and budget requests.

14. In furtherance of this plan, Hilty intentionally wrote articles to generate "public outcry" against Mr. Wolf so that he would be removed, which she took credit for in her October 26 and December 16 articles. *See* Exs. S, W, X, & HH.

15. Hilty harassed Mr. Wolf and Chad Pelishek by printing intentionally misleading articles from unlawfully leaked information to make it appear as though Mr. Wolf had leaked the August 22 meeting details by omitting the true source of her articles.

16. In furtherance of the plan, Hilty wrote false and misleading articles targeting Mr. Wolf and anyone who defended Mr. Wolf to fabricate "evidence" that Mr. Wolf had leaked information and committed wrongdoing to ensure his removal.

17. In furtherance of the plan, Sorenson or Adams authorized the City Clerk to release Mr. Wolf's entire "confidential council letter" to Hilty on November 9 to publish the letter as if Mr. Wolf disclosed the confidential matter to claim that Mr. Wolf was unlawfully disclosing confidential information.

18. In furtherance of the plan, Sorenson asked "people in the public" affiliated with the Sheboygan DEIB to write outraged emails to the council members demanding Mr. Wolf be terminated after Hilty's October 10 article, which led to Council meetings in closed session starting on October 17 to determine how to remove Mr. Wolf.

19. On information and belief, Sorenson destroyed and ordered the destruction of public records after Mr. Wolf's attorney requested them for the "investigation," to conceal the defendants' involvement in the plan.

20. In furtherance of this plan, Adams refused Mr. Wolf access to his office to gather his personal notes and belongings during the investigation to allow him and Sorenson to fabricate or destroy evidence during the "investigation."

21. In furtherance of the plan, Adams and Hall ensured a "sham investigation" by refusing to (1) allow Mr. Wolf his attorney during the interview, (2) provide details of the

allegations against Mr. Wolf, (3) advising Council to remove Mr. Wolf without cause to conceal their false evidence and deny Mr. Wolf a chance to be heard.

22. On information and belief, Adams edited the City Clerk's handwritten minutes of the January 4 closed session to fabricate the appearance that Hall's synopsis showed Mr. Wolf's dishonesty and "violations" of "law."

23. In furtherance of the plan, Donohue ensured that her associate of "more than thirty years," Jill Hall would conduct the "investigation" to solidify Mr. Wolf's removal and funding for her Sheboygan DEIB RFP, that she sent to Council after Hilty's October articles. Exs. Y & L.

24. On information and belief, Sorenson, Adams and Donohue advised that protection from public open records may be obtained through attorney-client privilege and an attorney-investigator (Hall) who would provide an oral opinion could accomplish this objective.

25. In furtherance of the plan, Donohue and Sorenson arranged for Guevara and Haack to issue a "cease and desist" letter against the "City" based on Mr. Wolf's "confidential council letter" to fabricate evidence that Mr. Wolf was a "legal liability" for the City as Sorenson stated to the Sheboygan Press.

26. Adams intentionally authorized the public release of Guevara and Haack's names to the public so that Hilty could publish those names on December 16 from Mr. Wolf's confidential email and imply that Mr. Wolf was a legal liability for the City based on Hilty's publication.

27. On information and belief, one or more defendants arranged for Lauren Hofland to spy on the Republican event on November 28 and report back to them that Mr. Wolf had violated the November directive.

28. On information and belief, Hall used her "employee interviews" to determine and report to the defendants which employees' testimonies would exonerate Mr. Wolf so that Adams could assess whether to allow Mr. Wolf a hearing.

29. In furtherance of the plan, Hall intentionally concealed evidence that exonerated Mr. Wolf when she gave her "oral investigation synopsis" to the Council on January 4 on orders from Adams or Sorenson.

30. As a direct result of the willful and intentional acts by the named defendants, Mr. Wolf was deprived of his Constitutional property rights without due process of law.

31. As a direct result of the willful and intentional acts by the named defendants, Mr. Wolf was deprived of his Constitutional liberty rights without due process of law.

32. Donohue, Hilty and Hall acted as private citizens in conjunction with the City official defendants to deprive Mr. Wolf of his clearly established due process rights to liberty and property.

33. Donohue, Hilty, Hall, Sorenson, and Adams willfully participated in carrying out a single agreement to stigmatize Mr. Wolf as a liar and criminal within the context of his removal as City Administrator by Council.

34. Donohue, Hilty, Sorenson, and Adams acted maliciously and intentionally in carrying out the plan to remove Mr. Wolf without due process and destroying his reputation based on Hilty's many articles, regular weekly private meetings with Sorenson, and their overall hatred of Mr. Wolf.

35. Hall intentionally facilitated and turned a blind eye by knowing the plan to deprive Mr. Wolf of his constitutional rights and denying Mr. Wolf legal counsel while concealing

exonerating information to create the appearance of his alleged "guilt" that would convince eight alderpersons to vote for his removal without a hearing.

36. The defendants plan to conjure false allegations against Mr. Wolf to convince eight Council members to remove him and publicly stigmatize his reputation, and their many combined acts in furtherance of that plan, directly resulted in the deprivation of Mr. Wolf's clearly established due process rights.

37. Based on the defendants' many overt acts, Mr. Wolf has suffered severe emotional, mental, and financial injuries including the loss of his position, severe damage to his reputation, and no ability to provide financially for himself or his family.

CLAIM FIVE: STATE LAW CLAIM: WIS. STAT. § 895.446
UNLAWFUL CONVERSION OF MR. WOLF'S PERSONAL PROPERTY BY THE CITY OF SHEBOYGAN

38. Plaintiff realleges and incorporates each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

39. Wisconsin state law holds that it is unlawful to refuse to turn over control of property that was previously lawfully in ones possession without the owner's consent.

40. The City of Sheboygan had temporary control over Mr. Wolf's personal property, notes, records, photographs, artwork and other valuable personal items that Mr. Wolf stored in his City Administrator office in City Hall during his tenure.

41. When the Council placed Mr. Wolf on involuntary administrative leave, Mr. Wolf was entitled to sufficient time to collect any personal belongings if he chose during his leave.

42. Adams' deprived Mr. Wolf of access to his personal property by refusing to allow Mr. Wolf an opportunity to collect his personal belongings on November 7 based on the City's November 7 Directive letter that Adams' would provide Mr. Wolf his personal belongings.

43. When Mr. Wolf asked that his legal representative be granted access to gather some of his personal and private notes and records in November 2022, Adams stated that neither Mr. Wolf nor his legal representative were allowed in his office.

44. During Mr. Wolf's involuntary leave, he was under investigation for vague "charges" and ordered by the City Attorney (Adams) to "furnish all records" requested by the investigator related to his position despite knowing that Mr. Wolf had been prohibited by the City from accessing his office, any City electronic devices and/or technology(ies), contemporaneous handwritten notes, or other valuable personal belongings.

45. The city's refusal to allow Mr. Wolf access to his personal belongings as well as his own personal contemporaneous handwritten notes caused Mr. Wolf to be unprepared for the investigation interview that led to his removal and firing.

46. Mr. Wolf was removed as City Administrator on January 9, 2023.

47. On January 10, Mr. Wolf, through his legal representative, emailed Adams and the City's outside legal counsel requesting that they grant immediate access to Mr. Wolf's City Administrator office to gather his personal belongings.

48. To date, neither Adams nor any representative from the City has ever responded to Mr. Wolf's requests to obtain his personal belongings, and Mr. Wolf's deprivation of these items had led to severe loss, time, deprivation of resources, and ultimately his position because he could not access nor remember some of his personal detailed notes and information.

49. On information and belief, Adams and Sorenson trespassed into Mr. Wolf's office and removed, altered, destroyed, or fabricated information to harm Mr. Wolf during the investigation and their actions have harmed, damaged, and injured Mr. Wolf's personal property and belongings within his previous office.

50. The city of Sheboygan unlawfully converted Mr. Wolf's personal property and belongings and caused him injury by depriving him of his personal property.

REQUEST FOR RELIEF

Plaintiff Todd Wolf therefore requests the following relief:

1. A declaration that the City of Sheboygan violated Mr. Wolf's First Amendment rights;

2. A declaration that Defendants Sorenson, Adams, Felde, Filicky-Peneski, Salazar, Ramey, Ackley, Dekker, Rust, and/or Perrella violated Mr. Wolf's First Amendment rights;

3. A declaration that Defendants Sorenson, Adams, Felde, Filicky-Peneski, Salazar, Ramey, Ackley, Dekker, Rust, and/or Perrella violated Mr. Wolf's Fourteenth Amendment Due Process property rights;

4. A declaration that the City of Sheboygan violated Mr. Wolf's Fourteenth Amendment due process liberty rights;

5. A declaration that Defendants Sorenson and Adams violated Mr. Wolf's Fourteenth Amendment due process liberty rights;

6. A declaration that Defendants Sorenson, Donohue, Adams, Hilty, and/or Hall conspired to violate Mr. Wolf's Fourteenth Amendment due process rights;

7. A declaration that the City of Sheboygan unlawfully converted Mr. Wolf's personal property and belongings by refusing to allow him to access, acquire, or possess his personal belongings during his leave and following his termination;

8. An immediate preliminary injunction requiring Defendants to retain, preserve, and keep all emails, text messages, documents, calendars, handwritten notes, and other records including all electronica and/or other media, in whatever native formats related to Mr. Wolf's and

the Defendants' plans, investigation, and termination of Mr. Wolf while he was employed by the City, including, but not limited to, all such records and documents that were requested by Mr. Wolf's legal counsel through Wisconsin public records laws between November 7 – January 6, 2023 and all original handwritten notes from City Clerk DeBruin related to the closed sessions from October 17, October 24, November 7, and January 4 for the purposes of discovery in this civil action;

9. An injunction requiring Defendants to allow Mr. Wolf to enter his former City office to gather his personal belongings and photographs in his office to assess the extent of any further conversion of his personal belongings, including but not limited to, his artwork, decorations, personal items, personal and sensitive notes, and other such personal property;

10. An injunction prohibiting Defendants from making further false, misleading and otherwise unlawful public disclosures related to Mr. Wolf's termination and the defendants' "investigation";

11. Compensatory damages, including, but not limited to, damages for lost income and benefits, severe mental and emotional distress, loss of reputation, humiliation and inconvenience;

12. Punitive damages against Defendants Sorenson, Adams, Donohue, Hilty, Felde, Filicky-Peneski, Salazar, Ramey, Dekker, Rust, Perrella, Ackley, and/or Hall;

13. Nominal damages;

14. Costs and attorneys' fees under 42 U.S.C. § 1988; and

15. Any other relief that the Court deems appropriate.

16. Plaintiff requests a trial by jury.

Dated: February 6, 2023

Respectfully Submitted,

/s/ Jennifer DeMaster
Jennifer DeMaster
Wis. Bar No. 1124201
attorney@jenniferdemaster.com

DEMASTER LAW LLC
361 Falls Rd # 610
Grafton, WI 53024
Phone: (414) 235-7488
Fax: (262) 536-0515

Attorney for Plaintiff

CURT G. JOA, INC.
100 CROCKER AVE
PO BOX 903
SHEBOYGAN FALLS WI 53085-0903
USA

PROFESSIONAL ENGINEERS - MACHINE DESIGNERS AND MANUFACTURERS
PHONE (920) 467-6136 FAX (920) 467-2924 E-MAIL joa@joa.com

June 1, 2020

Dear Sir or Madam,

Todd Wolf and I have been colleagues at Curt G. Joa, Inc. since early 2016. Through these years, I've had the opportunity to work with Todd on several projects and to learn his character.

Todd was a project manager when I was hired by the organization as Sales and Marketing Director to implement selling process and establish a marketing organization. We worked together during the design and build of the high speed baby diaper production machine intended for market promotion, research and development, and production. Todd led the project with focus on project deliverables and awareness of team dynamics, ensuring deadlines were met and all team members managed their responsibilities to the project. In my experience, I've seen many leaders drive teams to complete due dates and was impressed Todd achieved success by motivating members through insights into their personal drivers. The project succeeded because Todd created a shared vision and motivated the team to embrace it and achieve it.

When I had the opportunity to expand the sales department and hire a business development manager, Todd was the top of the list. He was the ideal candidate for those customer accounts that had grown stagnant due to the deterioration of relationship. I'm pleased with Todd's success in the role. He secured the relationship and expanded sales from the declining accounts, growing both the revenues and the margins. In addition, he created a new selling process that reduced the administrative demands of processing orders and gave him more time for developing sales with other divisions within customer accounts.

My role was expanded with additional marketing activities by removing the sales responsibilities but I continue working closely with Todd. His drive for results and enthusiasm for team dynamics never diminish, despite the natural cycles of business and industry.

I recommend Todd for roles that require business development, sales or project management based on his multiple successes I've observed in the years I've known him. I'm available for more information as desired.

Regards,

Paula M. Inda

Paula M. Inda
Corporate Director, Global Marketing
pinda@joa.com
+1 920 467 7312

June 01, 2020

To Whom If May Concern:

I am writing this letter of recommendation for Todd Wolf. It was a privilege to work with Todd from January 2014 – September 2019 at Curt Joa Inc. When Todd started, I was the cost accounting manager and he was a project leader. After 2 years, Todd was promoted to Business Development Manager in the Sales department. As a member of the finance team, I worked extensively with Todd in both his roles on many multi-million-dollar capital projects.

Todd always demonstrated excellent leadership and communication skills; he could always be counted on to make sure these projects went smoothly. Todd and I worked very closely together in all aspect of these projects, whether it was creating customer quotes, establishing budgets, executive reporting, customer service, monitoring costs throughout the project, or coordinating with other departments to meet difficult deadlines.

I am confident Todd will excel in whatever endeavor he pursues. He is the type of person who cares for the team and is a go-getter that delivers driven results.

I highly recommend Todd without reservation. If you have any further questions, please do not hesitate to contact me.

Sincerely,

Dennis L. Gass, CPA
Domestic Controller
American Orthodontics Inc.

Phone: 920-323-0963
Email: dlgass.cpa@gmail.com

Jen DeMaster

From: Paul Weaver [redacted]
Sent: Wednesday, November 9, 2022 6:20 PM
To: Attorney Jennifer DeMaster
Subject: Todd Wolf

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r r dd r r r

Paul C. Weaver

Project 4 Services, LLC.

[redacted]

Jen DeMaster

From: Jac iebl [redacted]
Sent: Tuesday, November 8, 2022 2: 8 PM
To: Attorney Jennifer DeMaster
Subject: Todd...

Dear attorney DeMaster –

I have known Todd for about 30 years and worked with him for at least 20... a good man and honest as the day is long. I was horrified to learn yet not too surprised by the past events of the day. We certainly live in bizarre times! Todd will ALWAYS look out for whom he is working for. In this case it is the voters. Please give him your best and let him know I give him mine.

Thanks!

Jack Liebl
Director and former CEO (retired)
Sheboygan Paper Box Company

City of Sheboygan
spirit on the lake.

PRESS RELEASE

For Immediate Release: June 23, 2020

Mayor Mike Vandersteen and the City of Sheboygan Common Council are pleased to announce the appointment and approval of the new City Administrator, Mr. Todd Wolf.

Former Alderperson for District 2 in the City of Sheboygan, Mr. Wolf brings years of public and private sector leadership experience to the position. Mr. Wolf was elected to the common council in 2015, serving as Council President since 2016. He also served as Chair of the Transit Commission and Public Works committee, serves on the Finance and Personnel, RDA, Marina/Parks and Forestry and Capital Improvements committees. He holds a Master's of Science in Technology Management, and is black-belt certified in Lean Six Sigma. He will build upon a strong foundation set by previous leadership. He will begin his role on July 7, 2020.

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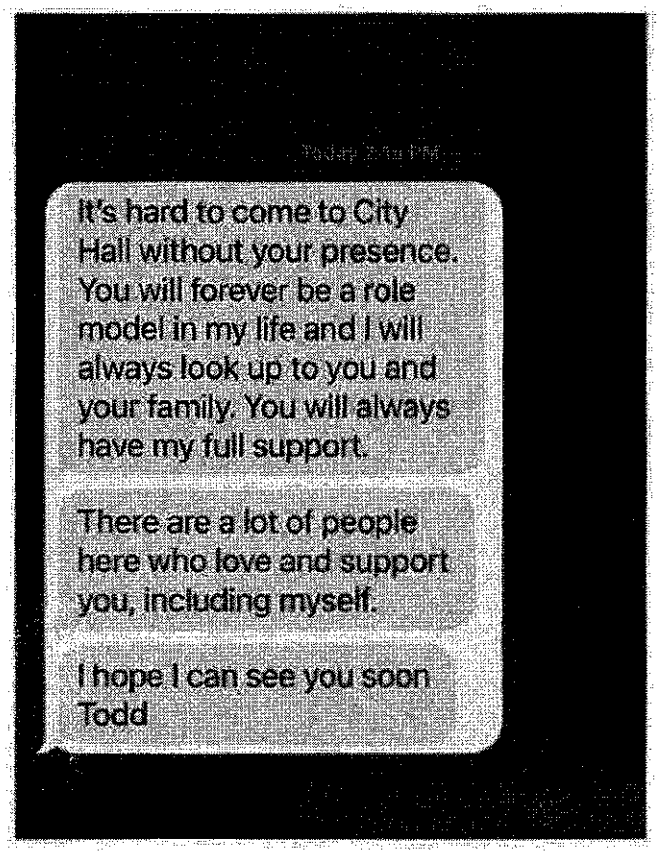
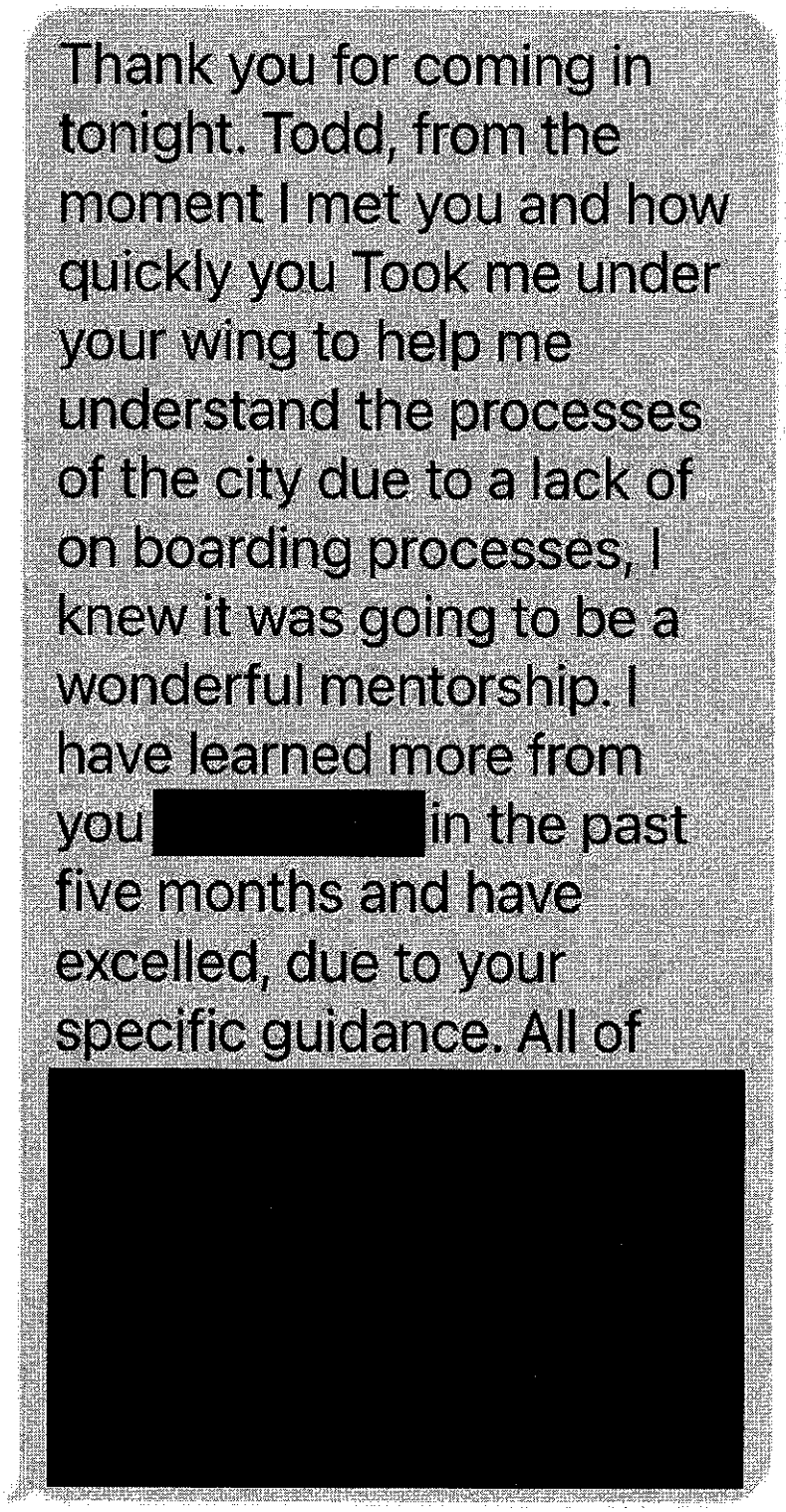
Hi Todd[redacted] don't know if you are allowed to have conversations with city employees now, so if you can't feel free to ignore this.
I've thought about reaching out to you for a while but obviously we were not able to have communication with you. I want to thank you for the [redacted] I've heard so many great stories of the positive impact you have made on many employees here at the city. It's a true shame how things ended with you and the city. We were all hoping you would be able to come back.. I wanted to wish you the best and if there's anything I can do to help, please let me know.
The atmosphere isn't the same without you here and it's been rough since you were suspended. But I know you will find something great because you are great, known and respected leader in this area and not just by the employees at the city. I'll never forget other managers at my last job telling me how great you were before I even came here and how they knew this was a great opportunity because I would get to work with you.





I'd work for you any day.
You were a true leader.


Thank you for coming in tonight. Todd, from the moment I met you and how quickly you Took me under your wing to help me understand the processes of the city due to a lack of on boarding processes, I knew it was going to be a wonderful mentorship. I have learned more from you [redacted] in the past five months and have excelled, due to your specific guidance. All of

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Non-Rep Employee Evaluation

Employee Name: Todd Wolf

Position Title: City Administrator

Department: City Management

Reason For Evaluation:

☐ Annual ☑ Other 6 Month Review

Date of Evaluation: 01/22/21

S.T.A.I.R.S. Approach

S.T.A.I.R.S. aligns with the City of Sheboygan's core values of service, teamwork, accountability, innovation, respect, and stewardship (fiscal responsibility).

Check the appropriate rating column.

Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements

	Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory
Service	4	3	2	1
Knowledge of Work: Familiarity with job skills, policies, procedures, work area, duties, responsibilities	✓			
Public Service Skills: Demonstrates Honesty, tact, courtesy, awareness of & sensitivity to customer needs	✓			
Internal Service Skills: Demonstrates Honesty, tact, courtesy, awareness of & sensitivity to coworker needs	✓			
Diversity: Treats all individuals fairly and respectfully, regardless of their values, beliefs, background, position, or status		✓		

Comments:

Todd understands the service component of his job. He has a great understanding of his role and responsibility. Todd is beginning to take the steps to further grow and expand his knowledge in diversity and how we can do more.

	4	3	2	1
Teamwork				
Collaboration: Works with and assists others to achieve departmental and organizational goals and priorities	✓			
Communication Skills: Articulate in expressing facts, ideas, & thoughts with clarity both orally and in writing	✓			
Cooperation: Cooperates with coworkers to ensure alignment with departmental and organizational goals	✓			
Trust Building: Shares information and knowledge readily coworkers and supervisors	✓			

Comments:

Todd is a great team player and more importantly he is a team leader. Todd knows how to collaborate and work towards achieving collective goals.

Non-Rep Employee Evaluation

S.T.A.I.R.S. Approach

Check the appropriate rating column.

Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements

	Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory
Accountability	4	3	2	1
Ownership: Responsible for the results of one's actions to ensure they are of the highest quality and are delivered in a timely manner	✓			
Meeting Work Commitments: Plans work, meets commitments & deadlines, achieves desired results	✓			
Flexibility/Adaptability: Responds and adapts to changing situations, policies, practices, stress, and emergencies	✓			

Comments:

Todd sets a high standard when it comes to accountability. Ensuring that work is being done and task are being assigned properly.

Innovation	4	3	2	1
Constructive Feedback: Is open and receptive to personal feedback and uses suggestions to modify behavior when appropriate	✓			
Initiative: Self-motivated & makes effort to complete work with minimal supervision	✓			
Problem Solving: Generates efficient approaches to addressing problems and opportunities and makes sound decisions after reviewing all relevant information	✓			
Technology: Demonstrates ability to use technology effectively and productively and continually updates skills and knowledge	✓			

Comments:

Todd is the strongest advocate in the city for innovation. Todd knows that we need new technology to be more effective in the city.

Respect	4	3	2	1
Attendance: Punctual to work, to meetings, and from breaks; does not abuse leave time	✓			
Attitude: Has "can-do" approach and strives to maintain an optimistic outlook	✓			
Safety Consciousness: Acts with proper safety habits, maintains equipment, corrects unsafe conditions	✓			

Comments:

Todd brings great energy to city hall, and goes above and beyond when taking on projects at city hall.

Todd needs to make sure he is taking time off to avoid burnout.

Non-Rep Employee Evaluation

S.T.A.I.R.S. Approach

Check appropriate rating column.

Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements

Stewardship (Fiscal Responsibility)	Exceeds Expectations 4	Meets Expectations 3	Opportunity for Development 2	Unsatisfactory 1
Resource Management: Uses city resources and work time wisely to avoid waste	✓			
Quality of Work: Completed work is accurate, neat, well organized, articulate, thorough & effective	✓			
Quantity of Work: Amount of work produced as compared to quantity standards of the position	✓			

Comments:

Todd understands the role and responsibility to upholding strong fiscal management in the city.

Overall Performance Rating Totals

Service	Teamwork	Accountability	Innovation	Respect	Stewardship	Total Average
15	16	12	16	12	12	3.96

☒ I agree with this Evaluation.

☐ I do not agree with this Evaluation.
*Written explanation should be attached

Initials: _____

1-22-2021
Employee Signature & Date

1/22/2021
Supervisor Signature & Date

Director Signature & Date

Overall Comments:

Overall, I agree with Todd's self-evaluation. Todd is doing a wonderful job as our city administrator. 2020 has been a challenging year, but he has been able to tackle all our issues head on. I do believe that Todd has taken on more work than we all anticipated. However, he has adapted and making plans to move forward to address all our issues.
Keep up the great work.

Rating Scale for Percentage Increase
Score 3.0 - 4.0 = 2%
Score 2.5 - 3.0 = 1.75%
Score 2.0 - 2.5 = 1.50%
Score Below 1.99 = 0 to 1.25%

Percent Increase
2 %

Non-Rep Employee Evaluation

Performance and Development Goals

Performance Goals: (attach additional documentation as necessary)
Examples- form updates, process documentation, procedure enhancements

1. Working with the Finance Dept, clean up our finance and accounting challenges. Lead a transition to Munis. Find and hire a Finance Director that can lead our dept forward.

2. Continue to fix issues in our HR Dept related to payroll, and benefits. Ensuring that we have a better practice at record retention and tracking.

Other:
Develop a plan and identify key areas to fill our business park and other areas throughout the city.

Development Goals: (attach additional documentation as necessary)
Examples- CPR Certification, Microsoft Office skills coursework, cross-training within department

1. Working with WCMA and ICMA for continued trainings for professional growth and development.

2. Focus on financial processes and practices, and working with CLA for the annual audit. Understanding the issues from our past, and ensuring those areas are not over looked in the future.

Other:
Working on LEAN strategies with the LEAN team in the city

Coaching Dates

Coaching #1:		Coaching #3:	
Coaching #2:		Coaching #4:	

Non-Rep Employee Evaluation

Employee Name: Todd Wolf

Position Title: City Administrator

Department: Administration

Reason For Evaluation:

☒ Annual ☐ Other

Date of Evaluation: 7/16/2021

S.T.A.I.R.S. Approach

S.T.A.I.R.S. aligns with the City of Sheboygan's core values of service, teamwork, accountability, innovation, respect, and stewardship (fiscal responsibility).

Check the appropriate rating column.

Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements

	Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory
Service	4	3	2	1
Knowledge of Work: Familiarity with job skills, policies, procedures, work area, duties, responsibilities	✓			
Public Service Skills: Demonstrates Honesty, tact, courtesy, awareness of & sensitivity to customer needs		✓		
Internal Service Skills: Demonstrates Honesty, tact, courtesy, awareness of & sensitivity to coworker needs			✓	
Diversity: Treats all individuals fairly and respectfully, regardless of their values, beliefs, background, position, or status			✓	

Comments:

Work at listening more and talking less eg. repeating others' presentations.

	Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory
Teamwork	4	3	2	1
Collaboration: Works with and assists others to achieve departmental and organizational goals and priorities	✓			
Communication Skills: Articulate in expressing facts, ideas, & thoughts with clarity both orally and in writing			✓	
Cooperation: Cooperates with coworkers to ensure alignment with departmental and organizational goals	✓			
Trust Building: Shares information and knowledge readily coworkers and supervisors		✓		

Comments:

Be cautious of using acronyms that aren't defined.

Non-Rep Employee Evaluation

S.T.A.I.R.S. Approach

Check the appropriate rating column.

Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements

	Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory
Accountability	4	3	2	1
Ownership: Responsible for the results of one's actions to ensure they are of the highest quality and are delivered in a timely manner	☑	☐	☐	☐
Meeting Work Commitments: Plans work, meets commitments & deadlines, achieves desired results	☑	☐	☐	☐
Flexibility/Adaptability: Responds and adapts to changing situations, policies, practices, stress, and emergencies	☐	☑	☐	☐

Comments:

Good job in meeting January 2021 review goals.

Innovation	4	3	2	1
Constructive Feedback: Is open and receptive to personal feedback and uses suggestions to modify behavior when appropriate	☐	☑	☐	☐
Initiative: Self-motivated & makes effort to complete work with minimal supervision	☑	☐	☐	☐
Problem Solving: Generates efficient approaches to addressing problems and opportunities and makes sound decisions after reviewing all relevant information	☑	☐	☐	☐
Technology: Demonstrates ability to use technology effectively and productively and continually updates skills and knowledge	☐	☑	☐	☐

Comments:

Respect	4	3	2	1
Attendance: Punctual to work, to meetings, and from breaks; does not abuse leave time	☑	☐	☐	☐
Attitude: Has "can-do" approach and strives to maintain an optimistic outlook	☑	☐	☐	☐
Safety Consciousness: Acts with proper safety habits, maintains equipment, corrects unsafe conditions	☐	☑	☐	☐

Comments:

Work to lead by example making sure to take time to re-charge... at least one week away from the office. (Heart & Safety issue)

Non-Rep Employee Evaluation

S.T.A.I.R.S. Approach

Check appropriate rating column.

Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements

	Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory
Stewardship (Fiscal Responsibility)	4	3	2	1
Resource Management: Uses city resources and work time wisely to avoid waste	☑	☐	☐	☐
Quality of Work: Completed work is accurate, neat, well organized, articulate, thorough & effective	☑	☐	☐	☐
Quantity of Work: Amount of work produced as compared to quantity standards of the position	☑	☐	☐	☐

Comments:

Keep up the excellent work that you are doing with HR and finance.

Overall Performance Rating Totals

Service	Teamwork	Accountability	Innovation	Respect	Stewardship	Total Average
2.75	3.5	3.66	3.5	3.66	4.0	3.50

☐ I agree with this Evaluation.

☐ I do not agree with this Evaluation.
*Written explanation should be attached

Initials: _____

Employee Signature & Date

Barbara Felder 10/16/21
Supervisor Signature & Date

Director Signature & Date

Overall Comments:

To align reviews with the city schedules (Oct. Nov. Dec.) we will do a "check in" this year at year end, and schedule a formal review in Oct/Nov./Dec. 2022.

Rating Scale for Percentage Increase
Score 3.0 - 4.0 = 2%
Score 2.5 - 3.0 = 1.75%
Score 2.0 - 2.5 = 1.50%
Score Below 1.99 = 0 to 1.25%

Percent Increase
%

Non-Rep Employee Evaluation

Performance and Development Goals

Performance Goals: (attach additional documentation as necessary)
Examples- form updates, process documentation, procedure enhancements

1. Continue munis integration and training

2. Continue to monitor finance department changes and work to transition comptroller back to the department by the Spring of 2022.

Other:
a. Coordinate departments annual report with the state of the city report given by the mayor
b.

Development Goals: (attach additional documentation as necessary)
Examples- CPR Certification, Microsoft Office skills coursework, cross-training within department

1. Support the Mayor, the Council and the department heads by highlighting their work.

2. Commit to professional growth and development ~~book~~ eg. diversity & inclusion, communication skill, city administrator protocols, technology

Other:

Coaching Dates

Coaching #1: | Coaching #3:
Coaching #2: | Coaching #4:

Todd Wolf – July 2020 through November 2022 Accomplishments

As City Administrator, I am guiding the shift for staff to focus support the Strategic Plan's S.T.A.I.R.S. (S=Stewardship, T-Teamwork, A=Accountability, I=Innovation, R=Respect, S=Stewardship/Fiscal Responsibility) **Core Values as we are trying to:**

1. Shift staff focus on the City's Core Values in ALL city processes, actions & operations
2. Drive the City's Mission to steer toward the City's Vision
3. Provide Support to the Strategic Plan's Focus Areas & Goals
4. Improve and Innovate services provided to residents
5. Ensure tighter Fiscal and Process Controls
6. Encompassing Diversity, Equity, Inclusion and Belonging in all city Core Values, actions & operations
7. Create a "Gold Standard" in Operations
8. Make the City an "Employer of Choice"

In my role as City Administrator, I have worked transparently and diligently to create synergies among our departments to improve services, efficiencies, cost savings and morale. After decades of limited interactions between departments, I am helping manage the city staff as a cross-functional team to while implementing numerous long-overdue technology improvements. My background includes a LEAN Six-Sigma Blackbelt certification. (LEAN-a system of techniques & activities for operations to eliminate non-value-added activities & eliminate waste from the business). **I have worked assiduously to create new relationships and mend old partnerships with multiple city businesses and their leaders to support growth within the City.**

Listed below please find reference to the accomplishments which I have guided my staff to achieve. Our progress is representing some of the most significant internal and external achievements in the City's recent history.

July – December 2020-Accomplishments

1. Met all employees, in all departments on all shifts – literally, physically
    a. Promote long-overdue cultural changes
    b. Empowering employees to provide better service, seek positive, proactive changes
    c. Promote our "Course Correction" showing the change for the future
    d. Eliminate the 'Status Quo" mentality – let staff know they have a voice
    e. Prelim whistle blower policy setting "If you see something, say something"
    f. Declare City officially Open for Business by working with businesses to provide support which was previously lacking and/or sporadic
2. Investment in Employees
    a. Re-aligning employee work focus to support the Strategic Plan's S.T.A.I.R.S. (Service, Teamwork, Accountability, Innovation, Respect, Stewardship-Fiscal Responsibility) Core Values
    b. Collaborative Job Description revisions to accurately reflect duties performed
    c. Develop positions goals and personal development goals
    d. Expand employee training, collaboration & team building

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e. Improve communication & synergies between departments
f. Annual Employee Survey form revised
g. Finance & Human Resource Departments' realignment
h. Provided 1st Employee picnic with 100% participation (14% prior)
i. Audit & document decades-old or non-existent policies & procedures
j. Identify segregation of duties to provide checks & balances
k. Provide direct support for Munis Version 2019 upgrade – most recent upgrade in 2017 to Munis Version 11.3. Support for 11.3 expired on 12/31/2020.
l. Establish cross-training protocols
m. Provide coaching & mentoring opportunities
n. Help employees develop within their positions
o. Outline career paths for those employees desiring future growth
p. Ensure healthy work environments – implement Go365 interactive wellness plan
q. Initiate core "LEAN" Team to begin process improvement & save taxpayer dollars

3. Investment in Business Infrastructure
   a. Information & Business Systems assessment completed
   b. IBMi (AS400 DOS-based mainframe computer system) migration planning for outdated systems – 60% of cities business operations completed on this 30+ year old system.
   c. Provided professional Project Management for Business & Info Systems upgrade (Baecore).
   d. Provided additional laptop computers to promote working access during pandemic
   e. Virtual connectivity for Municipal Court & numerous conference rooms throughout city facilities
   f. EAM (Enterprise Asset Management) Software exploration – future 5% data reduction from IBMi (AS400 system)
   g. Begin active management of Loan program – not actively managed in 30+ years
   h. Neighborly Loan software implementation – collaboration between Development & Finance departments. *Important note: The City's Loan program was operating in two computer systems, with no management, oversight & reconciliation. Loans decades old were unpaid with no penalties/fees assessed and/or collection attempts made. This problem was costing the City tens of thousands of dollars of lost revenue annually. Neighborly Loan software contains an external user interface; now both departments and the customer have access to the loan information as the loans are now actively managed.*
   i. Creation of Munis upgrade test scripts (internal Munis Procedures) were documented and completed in preparation for the upgrade.
   j. Microsoft (MS) Office upgrade – began for completion over 2-year period. Phase 1 completed during Spring 2021.
   k. Covid 19 Business infrastructure upgrades
      i. New computers & connectivity to support remote work access when/where applicable
      ii. Safety-related upgrades

iii. Enhanced cleaning protocols to protect employee/visitor safety
iv. Disinfectant fogging machines purchased & utilized
v. Filters for improved internal air quality installed

l. 2021 Budget
i. Provided additional Tax Levy support to Library Operations
ii. Completed fiscally-responsible budget during health pandemic with unanticipated key leadership change mid-year
iii. Maximized closure of TID 11 (Tax Incremental District) & ERP (State of Wisconsin's Expenditure Restraint Program)
iv. At the request of the 2020-2021 Common Council, left behind unused Tax Levy for minimal tax increase

m. Human Resources Department Restructuring
i. Process-Procedures review
ii. Benefit update & audit
iii. Staff changes – additions

n. Fire Department Contract Negotiations tentative agreement for a 3-year reached December 2020

o. Process & Control auditing
i. Reviews began in 2020
ii. Many non-existent processes/controls not reviewed for decades
iii. Streamlining & strengthening controls
iv. Establish an approval process to vet separation of duties.

p. Finance Department restructuring
i. Audit & document processes & procedures
ii. Implement efficiencies (LEAN)
iii. Mentorship with a consultant
iv. Staff changes/additions

2021 Accomplishments

1. Finance related
a. Oversee efforts to streamline processes, manage clean-up efforts, strengthen financial controls, establish policies and procedures noted as missing/inadequate per 2020 & 2021 CLA Studies related to Finance and HR Departments
b. Hired Baker Tilly as new audit firm after decades with CLA
c. Policy Creation and/or Update including; Fund Balance, Tax Incremental Financing, Code of Ethics
d. Consolidate internal "monthly" charge entries to "annual" – 2,148 entries reduced to 79, savings of 22 work days, or $7,700 annually, per staff completing the task
e. Streamline Accounts Payable (AP) check-runs from weekly to semi-monthly – improved cash-flow management
f. Cross-training for Finance & HR staff for efficiency, continuity and separation of duties.

Todd Wolf – July 2020 through November 2022 Accomplishments

g. Begin active management of Accounts Receivable (AR Aging not managed prior) – notably Delinquent Personal Property Tax Penalty payments (2021 Budget=$4,000 / 2021 Actual=$37,700, 942% increase)
h. Ambulance rates updated – 1st time in 13 years
i. Implemented a collections agent to managed the city's delinquent AR accounts
j. AP vendor transfer from checks to ACH payments (Automated clearing house) – 66 vendors initially transferred, $55 total print/handling cost per check vs. ACH payment $0.05 cost per payment; 1,000 fewer checks, $55,000 annual savings plus significant time savings for Finance staff
k. AP Vendor information packet – fillable PDF (Portable Document Format) forms for electronic submission now available on City website
l. AP Vendor virtual credit card rebate implementation – potential $40,000 annual rebate
m. Introduction of check scanning software – reducing staff time & expenses associated with daily bank deposits
n. Auto insurance deductible increase from $1,000 to $2,500 = $19,300 annual savings (historical average of 3 claims per year with average cost of $2,100 per claim)
o. Monthly "close" for financial accounts – beginning January 2021 – never "closed" monthly in the City's history – monthly close & "tie-out" completed from January-June 2021
p. Annual close completed March 15 – 3 months earlier that historical June-July close
q. Development of long-term General Obligation (GO) debt management plan
r. Updated the City's Long-Term Investment policy, which dated back to 1995, with the most recent update in 2011
s. City's Long-Term Investment funds review & update completed
    i. 1st update in over 5 years
    ii. Established ongoing periodic review process
t. Reaffirm Moody's Aa2 rating with positive commentary regarding the City's new GO debt management plan
u. Adopted 2022 Capital Improvements Program (CIP) with less than $2 million GO debt related projects.
v. Hired experienced municipal Finance Director
w. Began creation of the City's first 5-year Fiscal Strategic Plan with Ehlers, Inc. to better manage valuable financial resources and maximize the plan & management of TID closures for the City's future CIP needs.
x. Arrange for the City's 5-year revaluation with Grota Appraisals– City's equalized to assessed ratio was non-compliant for 5 consecutive years
    i. Phase 1 of 5 implemented in Q4-2021
y. Employee Life Insurance reconciliation and Retiree Health Insurance audit completed (1st time comprehensive reviews ever in city's history) and ongoing audit implemented; 12 ineligible participants removed from the plan
z. Utilizing Baker Tilly Recruitment Services for HR Director Search

Todd Wolf – July 2020 through November 2022 Accomplishments

2. Employee-related
    a. Initiated mandatory employment practices liability training sessions
        i. Initiated and completed annual Anti-Harassment Training for all staff
        ii. Initiated and completed ADA (American Disability Act) FML (Family Medical Leave)-WC (Workers Compensation) training for all managers, supervisors, time-sheet approvers
    b. 10 city employees completed the Lean Government Training – 13 total city employees educated
    c. Began Carlson-Dettmann compensation study – Job descriptions questionnaires completed by employees as part of the review process
    d. Non-represented employee handbook under review – 1st update in 6 years
    e. Increased staff participation at Munis conference by 400%
    f. Expanded annual Munis direct training (PACE) program capacity by 66%
    g. Wellbeing Committee restructured
    h. Implemented Go365 Program for health insurance participants
    i. Reinstated health screen (physical exam) for insurance discount
    j. Continued annual employee HSA Contribution ($750/$1,500)
    k. Initiated city's internal education program to support DEIB in the workplace
        i. Creating & Sustaining Authentic Relationships in the Workplace (all employees)
    l. Increased training & professional development in 2022 Budget by $40,000
    m. 2021 Employee Holiday gifts completed
3. Business infrastructure related
    a. Completed Munis version 2019 (v2019) upgrade within 4 months and on schedule – at upgrade, 477 users converted, 1,035 remain
    b. Planning for next upgrade, fall 2022
    c. MyCivic electronic community information & engagement platform project approved
    d. Enterprise Fleet management program initiated - $1 million savings in GO debt for 5-year program
        i. 1 of 47 statewide entities participating in program
    e. IBMi (AS400) – 40% data reduction
        i. Parking Stall Rentals & billing moved to Munis
        ii. Code Enforcement & Permitting moved to Munis
    f. EAM planning/software implementation underway (DTSVueWorks)
        i. Savings of $1 million in GO debt for the 5-year CIP program
    g. Neighborly loan program fully implemented, integrated & managed collaboratively by the Finance & Development departments. Neighborly Loan Program online applications implemented – Prior-state (In-Person only applicants) = 5-7 annually; Current state (Online or In-Person applicants) = 50 annually; 714 % increase
    h. MS Office upgrade Phase 1 (version 2010 to version 2019) completed for all servers and computers

Todd Wolf – July 2020 through November 2022 Accomplishments

i. AT & T phone line consolidation audit completed; 36 unused lines cancelled = $9,000 annual savings
j. New equipment secured
    i. Fire-Rescue Pumper Truck
    ii. Ambulance
    iii. Initiated South lakeshore sewer project
    iv. Multiple wastewater treatment plant upgrades
    v. 10 new Fixed-route transit buses
        1. In 2019 fleet = 75% past useful life
        2. 2022 deliveries = 0% past useful life

4. Strategic Plan related
    a. Strategic Plan extension from 2021 through 2022 in process
    b. Utilizing professional Strategic Planning services to properly engage residents for direct input (Baker Tilly)
    c. Build upon Focus Areas with the addition of Diversity/Equity/Inclusion/Belonging
    d. Completed the City's membership to GARE (Government Alliance for Race & Equity) for additional resources, ideas, support
    e. Promoting Sheboygan as a premiere community – both business & residential
    f. Housing Advancement strategy
        i. Creative advancement of housing study
        ii. Senior housing-option exploration
        iii. Single family housing development
        iv. Multi-family & Veterans housing options
    g. Business Advancement strategy
        i. Small Business Emergency Assistance Program – COVID-19 Relief Grant Program
            1. ARPA funds up to $10,000 per business with less than 20 employees

2022 Accomplishments (January – November 3, 2022)

1. Finance related
    a. Continuation of process streamlining, oversight of management of clean-up efforts, strengthen financial controls, establish policies and procedures noted as missing/inadequate per 2020 & 2021 CLA studies related to Finance & HR Departments
    b. Munis Chart of Accounts conversion completed
        i. 13,800 accounts reduced to 3,600
        ii. Now in proper alignment with state & federal reporting requirements
    c. Completion of city's first 5-year Fiscal Strategic Plan with Ehlers Public Finance Advisors, Inc.
        i. Improved strategic management of valuable financial resources, maximize the fiscal program and timing of TID closures
        ii. Extending TID closures by 1 year to maximize funding for housing development expansion

Todd Wolf – July 2020 through November 2022 Accomplishments

d. Grota Appraisals Re-Valuation – Phase 2 of 5 underway
    i. Bringing city into compliance with State Department of Revenue (non-compliant since 2018)
e. Reaffirm Moody's Aa2 rating
f. Tyler Payments Credit Card processing module implementation approved & in-process

2. Employee-related
    a. Continued annual employee HSA Contribution ($750/$1,500)
    b. Mandatory employment practices liability training sessions
        i. Initiated and completed annual Anti-Harassment Training for all staff
        ii. FLSA Overtime Training for all Managers-Supervisors-Time Approvers
    c. Leadership Development Training program implemented
        i. 40 managers/supervisors – 4 sessions completed
            1. Leadership: People Skills
            2. Inclusivity for Leaders
            3. Coaching & Performance Feedback
            4. Succession Planning
        ii. Emotional Intelligence Training (5 sessions) beginning Nov 2022
        iii. Optional training for Management Team
            1. Microaggressions/Macroaggressions training
            2. Intersectionality Q & A
            3. Uncovering Myths About Disability training
    d. Expansion of DEIB employee education
        i. Leading Change – DEIB The Foundation
            1. Sep – Oct 2022
            2. All-employee training
    e. Employee Evaluations Revisions
        i. 2022 Form modified to include DEIB-related measurements
        ii. Clear instructions on completion of self-evaluations provided
        iii. Spanish translated document available
    f. Cross-functional team attended Veterans Summit – Q3
    g. Tyler-Munis Annual Conference
        i. Largest representation – 8 staff from 4 departments
    h. Carlson-Dettmann Compensation Study
        i. Completed & implemented Q3
    i. Flores & Associates – FML & ADA 3rd Party Contractor implemented for employees
        i. Improved process & confidentiality
    j. Employee Handbook & Policy Update
        i. In process
        ii. Inclusivity considerations
    k. Employee Educational Opportunities implemented:
        i. EAP Info Sessions completed at 2 city buildings
        ii. Active Shooter Training at City Hall
        iii. Fire Drills & Tornado Drill completed

Todd Wolf – July 2020 through November 2022 Accomplishments

iv. 457 Plan Employee-Advisor individual meetings completed & in-process
    1. 1st meetings since 2018
v. Fire Extinguisher & AED Training – planning for 2023

3. Business infrastructure related
    a. Munis 2021.3 upgrade completed – Aug 2022
        i. 2021.4 upgrade scheduled – Nov 2022
    b. FortiClient upgrade & Darktrace Antigena Email Filtering – Q3
    c. Shoreline Metro HotSpot mobile app implemented – digital fares & payments
    d. New Harbor Centre Express Trolley received
    e. MyCivic/Tyler 311 – electronic community information & engagement platform completed & implemented
    f. Language Line translations services available to all city departments to improve services to community
    g. Municipal Code revisions underway – including gender-neutral language
    h. Host Compliance software implemented – collaboration between City Development, City Clerk & Finance
    i. Uptown Social building completion (Nov 2022)
4. Strategic Plan related
    a. Strategic Planning in process with Baker Tilly
        i. 1st Plan that engaged residents for direct input
    b. Build upon the addition of Diversity/Equity/Inclusion/Belonging initiatives
    c. Work with community partners for education and advancement of the city's DEIB initiatives
        i. Lakeshore Technical College – Lakeshore DEI Advisory Council
            1. Advisory Council member
            2. 2022 Diversity Summit participant
        ii. Sheboygan County Chamber of Commerce
            1. Chambers Board – DEI Assessment participant
        iii. Sheboygan DEIB – Collective
            1. Seeking educational resources for city issues

[redacted]

From: Bill Marklein <sayhello@employhumanity.com>
Sent: Sunday, August 7, 2022 2:22 PM
To: Arenz, Carrie
Subject: Meet the 2022 Employ Humanity Inspirational Leaders!



In the spirit of recognizing excellence, Employ Humanity announces the following inspirational leaders for their extraordinary ability to lead, serve and inspire:

Andrew Kamla, Cell Plus II Inc.

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Calson Bynoe, Employment Resource Group Inc.
Charm Der, Sargento Foods Inc.
Cindy Moen, Shopko Optical
Dr. Diane Chapman, North Carolina State University
Diane Gadzalinski, Walbec Group
Dr. Fred Rachman, AllianceChicago
Gary Picard, Town of Madawaska
Greg Sabel, C.D. Smith Construction
James McGregor Jr., McGregor Metal
Kathryn Poehling Seymour, First Supply
Sharon Hulce, Employment Resource Group Inc.
Todd Wolf, City of Sheboygan
Tom Genevich, Penn National Gaming
Tonya Coon, myCUmortgage
Zach Hodge, HODGE

VIEW MAGAZINE

ADVERTISE: Promoting your unique brand, support and celebrate these leaders with an interactive Full Page ad in the official 2022 Employ Humanity Inspirational Leaders magazine. Email sayhello@employhumanity.com for advertising info. This annual digital magazine is heavily promoted for a full year—August to August.

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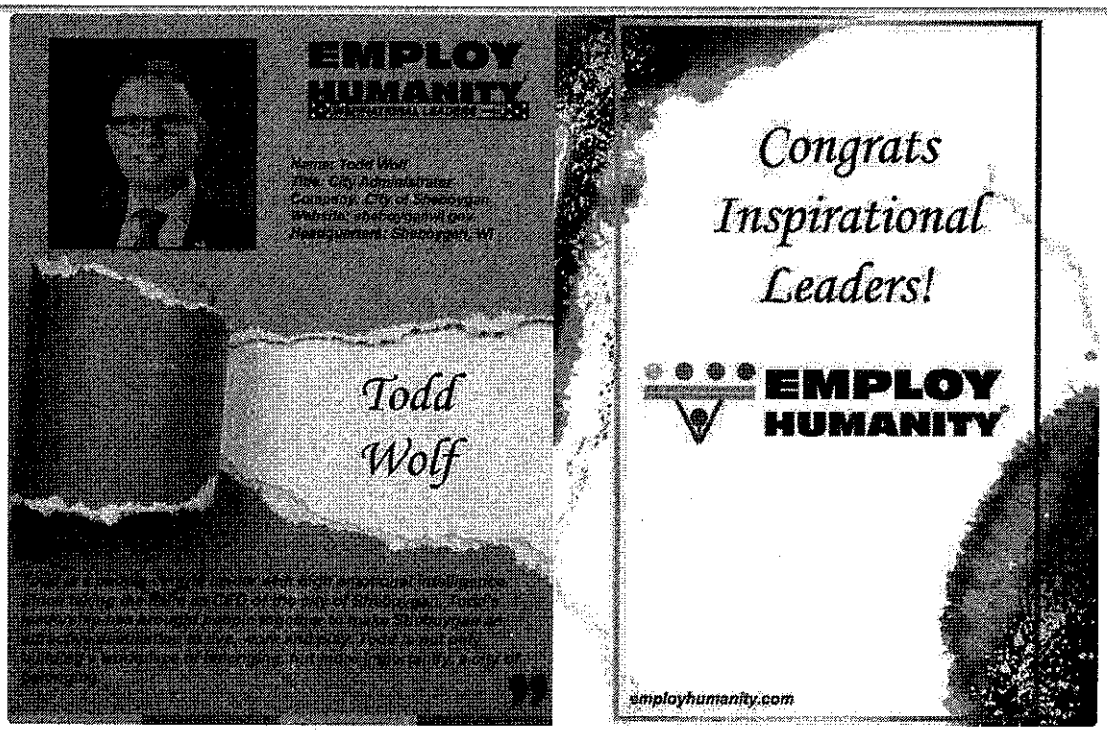

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Gen. Ord. No. 34 - 14 - 15. By Alderpersons Donohue, Dassler, Hammond and VanderWeele. November 3, 2014.

AN ORDINANCE amending Section 2-341 of the Municipal Code so as to extend the expiration date of the initial Chief Administrative Officer appointee's term to August 23, 2016.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 2-341 of the Sheboygan Municipal Code is hereby amended in the second sentence thereof so as to change the expiration date of the initial appointee's term from August 22, 2015 to August 23, 2016, so that, as amended, Section 2-341 shall read as follows:

"Section 2-341. *Appointment and term.*

The chief administrative officer shall be appointed by the common council with input from the mayor. The initial appointee's term shall expire August 23, 2016, and said appointee may be removed only for cause by a three-fourths vote of the common council. The term "cause" as used in this subsection is defined as inefficiency, neglect of duty, official misconduct or malfeasance in office."



Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 23 day of June, 2020, by and between the City of Sheboygan, a municipal corporation, (hereinafter called the "City") and Todd Wolf, (hereinafter called the "Employee"). The City and the Employee agree to the following terms for the Employee's employment as the *City Administrator*.

1. The Employee's starting salary shall be $150,000 per year, prorated in 2020 based upon the starting date of employment. In addition, in each consecutive year the Employee shall receive an increase commensurate with the guidelines of the City of Sheboygan Non-Represented Compensation Program ("Program"). However, notwithstanding the guidelines of the Program, the merit portion of the increase shall not be less than 1.7% should the Employee achieve the council's defined goals and expectations.

2. Upon commencing employment, the Employee shall be credited with 168 hours of Vacation Paid Time Off (PTO). Effective January 1, 2021, and each year thereafter, the Employee shall be eligible for 200 hours of Vacation PTO. In addition, the Employee shall be eligible for 80 hours of Discretionary PTO, prorated to 40 hours for 2020, with the same provisions applicable to other Non-Representative Employees. The Employee may bank up to a total 160 hours of unused PTO for use in years after the year(s) in which such hours were earned.

3. Except as otherwise provided in this Agreement, the Employee shall be entitled, at minimum, to the highest level of benefits available to other Non-Represented Employees of the City as provided by the City's policies, ordinances, personnel rules, and regulations.

4. In recognition that the Employee shall participate in frequent meetings outside of City Hall, the City agrees to provide the Employee with access to a municipal vehicle. The City shall reimburse the Employee at the IRS standard mileage rate for any business use of the Employee's private vehicle.

5. Membership dues in the International City/County Management Association and the Wisconsin City/County Management Association shall be provided by the City.

6. Professional development is encouraged, and the City shall pay expenses incurred by the Employee to attend the annual conference of the International City/County Management Association or an equivalent conference. In addition, the City shall

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pay expenses incurred by the Employee to attend other conferences of professional and educational organizations within the State of Wisconsin. The Employee shall be bound by City policies related the attendance of such conferences (including the city's travel and meals policies.) Notwithstanding the provisions of this paragraph, the City shall not be bound to pay for professional development expenses in excess of $5,000.00 without the prior approval of the Common Council.

7. In order to enable the Employee to perform his duties as a representative of the City, the City shall provide an expense account of $2,500.00 per year. The Employee shall document his expenditures and follow all applicable policies of the City.

8. The Employee is encouraged to participate and be directly involved in appropriate local service or community organizations. Accordingly, the City shall pay for the reasonable membership fees and/or dues to allow the Employee to become an active member in a local service or community organization.

9. Recognizing the importance of constant communication and maximum productivity, the City shall either provide the Employee with a mobile phone including a service contract for adequate call, text, and data or provide the Employee with a mobile phone allowance per City policy.

10. The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employee and the community, following consultation with and agreement by the mayor and council president, the Employee may accept limited teaching, consulting, or other business opportunities. No such arrangements may interfere with or create a conflict of interest with the responsibilities of the Employee as set forth in his job description, City ordinances, and this Agreement. The provisions allowing the Employee to accept additional opportunities shall be effective August 1, 2021.

11. The Employee cannot be reassigned from the position of City Administrator to another position without the Employee's express written consent.

12. For the purpose of this agreement, termination shall occur:

    a. If 80% of the City Council votes to terminate Employee in accordance with a properly posted and duly authorized public meeting.

    b. If the City or its citizens successfully acts to amend the provisions of Chapter 2, Article III, Division 5 of Sheboygan Municipal Code (the

enabling ordinance relating to the duties, authority, and powers of the City Administrator) or the City Administrator job description in such a way as to substantially reduce the role, powers, duties, authority, and responsibilities of the City Administrator's position in a manner that makes significant changes to the form of government. The Employee shall have the right to declare that such amendments constitute termination.

c. If the City reduces the base salary, compensation, or any other benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads.

d. If the Employee resigns following an offer to accept resignation, whether formal or informal, made by a representative of the City in response to action by a majority of the Common Council authorizing such an offer. In such a case, the Employee may declare a termination as of the date of the said offer.

13. Severance shall be paid to the Employee when employment is terminated as defined in Section 12 as follows:

a. The City shall provide a minimum severance payment equal to six (6) months' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.

b. In the event the Employee is terminated prior to the time that he is fully vested in the Wisconsin Retirement System (WRS), the City agrees to pay to the Employee the sum of all payments made on his behalf as the Employer-Required Contribution to the WRS, in addition to the severance payment described in subparagraph a. If the Employee is fully vested at the time of termination, the severance payment shall be as outlined in subparagraph a.

c. The City shall compensate the Employee for all earned but unused PTO leave, including up to 160 hours of banked PTO.

d. For a period of six months following termination, the City shall pay the cost to continue the following benefits for the Employee: life, health, and dental insurance. The Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA") beyond six months, at the Employee's expense

e. If the Employee is terminated for cause with due process or because of a felony conviction, then the City is not obligated to pay severance under this section.

14. If the Employee voluntary resigns his position, he must provide the City a minimum of 60 calendar days' written notice unless the City and the Employee agree otherwise.

15. The starting date of employment shall be no later than 20 calendar days after the offer of employment is extended by the City Council.

16. This employment agreement is in addition to any and all conditions of employment defined set forth in the Sheboygan Municipal Code and city policies, including any conditions set forth in the ordinance creating the City Administrator position. Nothing in this agreement shall contravene the ordinance.

Michael Vandersteen, Mayor

6-23-2020
Date

Todd Wolf

6-23-2020
Date

Attest: Meredith De Bruin, City Clerk

6-24-2020
Date

This agreement is authorized pursuant to Res. 40-20-21

Gen. Ord. No. 41 - 20 - 21. By Alderpersons Donohue and Bohren.
March 15, 2021.

AN ORDINANCE amending the Municipal Code to assign the statutory duties of comptroller to the City Administrator.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Chapter 2, Article III, Division 5 of the Municipal Code is hereby amended to read as follows:

"DIVISION 5. CITY ADMINISTRATOR

Sec. 2-340. *Position established.*

(a) The position of city administrator is established for the city service, which position shall be under the direction of the common council with input from the mayor.

(b) All references to chief administrative officer in this Code shall be changed to city administrator.

Sec. 2-341. *Appointment and term.*

The city administrator shall be appointed by the common council with input from the mayor. Said appointee may be removed only for cause by a four-fifths vote of the common council. The term "cause" as used in this subsection, is defined as inefficiency, neglect of duty, official misconduct or malfeasance in office.

Sec. 2-342. *Duties.*

The city administrator shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the comptroller.

Sec. 2-343 - 2-365. *Reserved.*"

Section 2. Section 2-937 of the Municipal Code entitled "Finance director/treasurer" is hereby amended in subsection (b) thereof to read as follows:

"Sec. 2-937. *Finance director/treasurer.*

. . .

(b) *Duties and authority.* The finance director/treasurer shall be:

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(1) The administrative head of the finance department and as such shall supervise the work of all the officers and employees thereof for the effective and efficient operation of the department and the city's fiscal affairs.
(2) The finance director/treasurer shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the treasurer.
(3) Responsible for reports required by state statutes and such others as may be required by law and the common council.

. . . "

Section 3. Section 2-225 of the Municipal Code entitled "Bonds generally" is hereby amended to read as follows:

"Section 2-225. *Bonds generally.*

(a) The various city officers and employees shall be bonded in the following amounts:

. . .

(6) City administrator, $20,000.00

. . ."

Section 4. Section 2-938 of the Municipal Code entitled "Contracts for tax incremental financing projects" is hereby amended to read as follows:

"Section 2-938. *Contracts for tax incremental financing.*

No contract for tax incremental financing district projects or change orders to such contracts shall be executed on the part of the city until the city administrator shall have countersigned the contract of change order and made an endorsement thereon, showing that sufficient funds are in the treasury to meet the expense thereof, or that provision has been made to pay the liability that will accrue thereunder."

Section 5. Section 2-966 of the Municipal Code entitled "Approval" is hereby amended to read as follows:

"Section 2-966. *Approval.*

(a) An alternative system of approving financial claims against the municipal treasury, other than claims subject to Wis. Stat. § 893.80, is established under Wis. Stat. § 66.0609. Payments may be made from the city treasury after the city administrator audits and approves each claim as a proper charge against the treasury and endorses his or her approval on the claim having determined that the following conditions have been complied with:

(1) Funds are available therefor pursuant to the budget approved by the common council.
(2) The item or service covered by such claim has been duly authorized by the proper official, department head or board or commission.
(3) The item or service has been actually supplied or rendered in conformity with such authorization.
(4) The claim is just and valid pursuant to law.

The city administrator may require the submission of such proof and evidence to support the conditions as in his or her discretion he or she may deem necessary.

(b) The city administrator shall file with the common council, not less than monthly, a list of the claims approved, showing the date paid, the name of the claimant, the purpose and the amount.

(c) The common council shall authorize an annual detailed audit of its financial transactions and accounts by the department of revenue pursuant to Wis. Stat. § 73.10 or by a public accountant licensed under Wis. Stat. ch. 442, the designation to be made by the common council.

(d) Such system shall be operative only if the city administrator is covered by a fidelity bond of not less than $20,000.00.

(e) With the adoption of this section, the claim procedure required by Wis. Stat. §§ 61.25(6), 61.51, 62.09(10), 62.11, and 62.12, and other relevant provisions, except Wis. Stat. § 893.80, is not applicable."

Section 6. Section 10-103 of the Municipal Code entitled "Retail 'Class B' licenses" is hereby amended in subsection (g) thereof to repeal subsections (1), (2), and (3) thereof, such that said subsection (g) reads as follows:

"Sec. 10-103. *Retail "Class B" licenses.*

. . .

(g) The fee for an initial issuance of a reserve "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4, shall be $10,000.00, except that the fee for an initial issuance of a reserve "Class B" license to a bona fide club or lodge situated and incorporated in Wisconsin for at least six years is the fee established under section 10-104 for such a club or lodge. The fee under this subsection is in addition to any other fee required under this chapter. The annual fee for renewal of a reserved "Class B" license, as defined in Wis. Stat. § 125.51(4)(a)4 is the fee established in subsection (d) above."

Section 7. Section 34-273 of the Municipal Code entitled "Investment of fund" is hereby amended to read as follows:

"Sec. 34-273. *Investment of fund.*

Under this division, when any money in the perpetual care trust fund shall not have been transferred to another city fund, the city administrator, under supervision of the council and the finance committee, shall - to the extent permitted by the City's adopted Investment Policy - purchase securities issued or guaranteed as to the principal and interest by the United States government; bonds or securities of any county, city or drainage district; bonds or securities of any vocational, technical and adult education district, village, town or school district of this state; or may invest in the state local government pooled-investment fund. The interest on these investments shall be collected by the city administrator, and he or she shall make a semiannual report to the council in which he or she shall itemize the securities and the amount of interest received. The city administrator, council and the finance committee shall analyze such securities at least twice a year as to advisability of retaining any securities."

Section 8. Section 58-38 of the Municipal Code entitled "Audits" is hereby amended in subsection (a) thereof to read as follows:

"Sec. 58-38. *Audits.*

(a) The library board shall audit and approve all expenditures of the public library and forward the bills or vouchers covering the expenditures, setting forth the name of each claimant or payee, the amount of each expenditure and the purpose for which it was expended, to the city administrator. The library shall include a statement, signed by the library board secretary or other designee of the library board, that the expenditure has

been incurred and that the library board has audited and approved the expenditure. The appropriate municipal official shall then pay the bill as others are paid.

. . ."

Section 9. Section 74-11 of the Municipal Code entitled "Audits and reports" is hereby amended to read as follows:

"Sec. 74-11. *Audits and reports.*

All claims and demands against the city pertaining to parks, parkways, boulevards or pleasure drives shall, prior to their allowance by the city, be audited and adjusted by the city administrator. Immediately after their allowance, a list of claims and demands so allowed shall be furnished to the finance director/treasurer stating the character of the materials furnished or services rendered to ensure appropriate payments are made."

Section 10. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

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CITY OF SHEBOYGAN

DEPARTMENTAL CORRESPONDENCE

TO: Todd Wolf
City Administrator

FROM: Charles C. Adams
City Attorney

SUBJECT: Powers of Mayor, Administrator, and Common Council

DATE: January 21, 2021

You asked to meet to discuss the respective powers of the mayor, administrator, and common council. In preparation for that meeting, I have drafted this memo as an outline for our meeting and as a document you can keep on hand for later reference.

I. FORMS OF MUNICIPAL GOVERNMENT IN WISCONSIN

A. Three Types of Municipal Governments

In Wisconsin there are many types of governments. Most people are aware of state, county, and municipal government, as well as school districts and technical college districts.

However, beyond that, there are many other types of special purpose governments, such as sewerage districts, housing authorities, and the Miller Park construction district. There are only three forms of local general-purpose ("municipal") governments: towns, villages, and cities.

1. Towns

Cities and villages are full municipal corporations, while towns are a lesser form of government, designed not to provide the full spectrum of services found in cities and villages. As such, towns have a very different form of government from cities and villages. For example, they hold an annual town meeting where residents can discuss and vote on many issues of town governance.

2. Villages

Villages are more like cities—they have a level of home rule under the state constitution and they are governed by elected representatives. Unlike cities, however, villages do not have separate executive and legislative functions. Villages are led by a board of trustees. One of those trustees is the Village President. Both executive and legislative functions are united

within the Village Board. A village may appoint a Village Administrator, who in many cases has rather broad authority both in executive and legislative functions.

3. Cities

Cities also enjoy a level of constitutional home rule. However, executive and legislative functions are generally separated. It may be helpful to think of the difference at the federal level between Presidential power (executive power) and Congress (legislative power.) This illustration isn't perfect, but it does provide a framework for thinking through the exercise of authority in Wisconsin cities.

B. Two Types of City Governance

1. Mayor-Council

Cities in Wisconsin generally operate under what is termed the Mayor-Council form of government. Mayors in this system are often called "strong mayors" and have a large degree of control and responsibility over the executive functions of municipal government. In fact, in Wisconsin, mayors are designated as the chief executive officer of a city with a Mayor-Council form of government. This form of government is set forth in Chapter 62 of the Wisconsin Statutes. That said, some commentators describe Wisconsin mayors as "weak mayors" because they do not have the nearly unfettered authority that mayors in some major U.S. cities have. Some powers are retained by the common council.

2. Council-Manager

Cities do have the option of two other forms of governance. One, the commission model, has disappeared in Wisconsin, though it is technically an option. The other is the Council-Manager form of government in which an elected city council appoints a City Manager to oversee day-to-day municipal operations, draft a budget, and implement and enforce the council's initiatives. This form of government is set forth in Chapter 64 of the Wisconsin Statutes.

3. Mayor-Council as the default form of city government

Unless a City specifically chooses to adopt the Council-Manager form of government, it must follow the Mayor-Council form of government. A 2016 survey suggests that only about 10% of cities

in Wisconsin have chosen to be governed under the Council-Manager form of governance.

4. Distinguishing the types of authority exercised by various municipal officials

Before moving on to the various roles and authorities granted to the mayor and the administrator under state law and city ordinances, it is worth discussing the difference between legislative powers (which are exercised or delegated by the common council), executive powers (which are exercised or delegated by the mayor), and administrative powers (which may be exercised or delegated in multiple ways.)

Legislative powers clearly include enacting legislation. As such, the common council retains authority over adopting a budget, determining the services a municipality will provide, or enacting land use regulations. Development of citywide policies may also be seen as a legislative function, one that is often delegated to an administrator or others.[1]

Executive powers include directing staff; interpreting policies; creating procedures, internal guidance, and forms to assist with the execution of policies that have been approved by the legislative branch; determining the details of carrying out services the governing body has decided to provide; and making other decisions related to matters where legislation is silent as to the details.[2]

Administrative powers include such things as carrying out very specific instructions, signing checks, etc.[3] Administrative powers are often described as "ministerial duties" and are often considered to be contained within executive authority.[4]

Legislative power, as opposed to executive power and administrative power, "is the authority to make laws, but not to enforce them, or appoint the agents charged with the duty of such enforcement."[5] In drawing the difference between legislative power and executive power, the test for deciding what is legislative and what is executive or administrative "has been said to be whether

[1] Davis, Maria and Silverman, Claire: "Roles and Authority of Governing Body Members," published in the June 2019 issue of The Municipality, p. 19-20
[2] *Ibid.*
[3] *Ibid.*
[4] 2A McQuillin Mun. Corp. sec. 10:6 (3d ed.) (footnotes omitted).
[5] *Ibid.*

the ordinance is one making a new law, or one executing a law already in existence."[6]

The line between legislative acts and executive acts is not always entirely clear. As such, the lines dividing the authority of a mayor and that of an administrator are also not always clear cut.

II. SHEBOYGAN'S FORM OF GOVERNMENT

A. Role of the Mayor

Sheboygan operates under the Mayor-Council form of government. As such, the mayor is the chief executive officer of the city, and the common council generally exercises legislative authority.

1. As chief executive officer of the city

The mayor is the city's chief executive officer.[7] As such, the mayor exercises executive authority on behalf of a city by ensuring that city ordinances and state laws are observed and enforced, overseeing day-to-day operations, and making sure that all city officers and employees discharge their duties.

2. Relationship with the common council

The mayor is considered to be a member of the common council[8], albeit a member with a different role and authority from an alderperson. The mayor cannot vote except in a case of a tie,[9] but he or she presides over council meetings and can veto acts or decisions of the council.[10] In Sheboygan, the mayor not only has general veto power, but can exercise a partial budget veto, thereby disapproving of any annual budget item.[11]

Mayors also have the authority to provide any information and make such recommendations to the common council as he or she sees fit.[12] As presiding officer, the mayor also exercises control over the council agenda, though there are provisions in the city code to allow the common council to place items on the agenda over the objection of the mayor.[13] The mayor makes the

[6] *Ibid.*
[7] Wis. Stat. §62.09(8)(a)
[8] Wis. Stat. §62.11(1)
[9] Sheboygan Municipal Code, §2-135
[10] Wis. Stat. §62.09(8)(c)
[11] Code, §2-137
[12] Wis. Stat. §62.09(8)(b)
[13] Code, §2-170

decision whether to call special meetings.[14] The mayor makes most appointments to boards, commissions, and committees,[15] and serves *ex officio*[16] on a number of city boards and commissions, in some cases as the chair.

3. Emergency powers of the mayor

The mayor also has certain emergency powers. The mayor may declare an emergency if, due to the emergency conditions, the common council is unable to meet with sufficient promptness to declare the emergency[17]. (Though, such a declaration is subject to ratification, alteration, modification, or repeal by the common council once they can meet.)[18] The mayor specifically has authority to declare snow emergencies or to issue emergency orders closing streets, sidewalks, and city parking areas.[19]

4. Ultimate head in charge of police and fire departments

Because Sheboygan has not granted the optional powers it could grant the Police and Fire Commission, the Mayor of Sheboygan is the ultimate head of the city's police and fire departments.[20]

5. Other powers and duties of the mayor

Some lesser known powers of the mayor include the following: the mayor serves with the City Attorney and the Director of Public Works and Engineering on a board that determines compensation for all encroachments.[21] The mayor may consent or withhold consent from the appointment of the cemetery and parks supervisor (and his or her assistants) as special police officers within the cemetery,[22] as well as approve any auxiliary police officers.[23] The mayor must approve any gift or reward from a person (or friends or benefactors of such person) who was in

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[14] Code, §2-114
[15] See, e.g., Code, §2-222
[16] Note that many people misunderstand the term *ex officio* to mean "non-voting." The term does not mean "non-voting," but rather means that a person is serving in an office or position solely by virtue of their office. For example, the mayor serves *ex officio* as the chair of the capital improvements commission. He or she has a vote, but upon leaving the office of mayor, the new mayor takes that position with no need for appointment or confirmation.
[17] Code, §42-101(a)
[18] Code, §42-101(b)
[19] Code, §42-104(a)
[20] Wis. Stat. §62.09(8)(d)
[21] Code, §110-112
[22] Code, §34-93
[23] Code, §54-68

custody or was discharged from custody.[24] The mayor may request that the required record of arrests to be provided to the common council be done so more than just quarterly.[25] The mayor must approve any parade permits issued in connection with a circus, a dog or pony show, or a menagerie.[26]

B. Role of the City Administrator

City administrators are not statutorily-created positions. The position is created by a city under its home rule powers. As such, there is a wide variety of authority granted to such administrators.

1. History of the position

In Sheboygan, the position was first created in 2011.[27] The position was initially called "chief administrative officer," and that terminology still appears in some places in the Municipal Code.[28] The chief administrative officer was also the finance director and held the role of treasurer.

In 2016, when the first appointee decided to retire at the end of his term, the common council was divided on whether to continue the position. A proposal to eliminate the position and give all authority granted to the chief administrative officer to the mayor, except those already held by the treasurer[29] was defeated. Instead, the common council simply hired a new person to the position, but began to refer to that person as the City Administrator.

Some of the financial duties of the job were transferred to the finance director (including the duties of treasurer, along with the duties as comptroller she already had), and a number of city policies were changed to reflect the thought that the administrator should be involved more broadly in administering the day-to-day work of all of the departments.

As such, the common council, via resolution, authorized changes in policies that authorized the administrator to do performance

[24] Code, §54-106
[25] Code, §54-65
[26] Code, §14-164
[27] Ord. No. 24-11-12, passed October 3, 2011
[28] See, e.g., Chapter 2, Article III, Division 5 of the Code, which establishes the position, sets the method of appointment and term, and sets forth the duties of the position.
[29] The first chief administrative officer also exercised the role of treasurer and comptroller.

reviews for department heads.[30] Note, however, that said authority does not supplant the duty and authority of the mayor granted by statute to ensure that all city officers and employees discharge their duties.[31]

2. General role of administrator

Since the administrator is not an official with statutory authority, any determination of power is set forth by ordinance. City ordinances may not overrule state statutes. The administrator is a creature of the common council, and the common council may generally delegate its authority to the administrator, though it may not remove authority statutorily granted to the mayor. Where the statutes are not clear on what authority is granted to the common council versus the mayor, it may be possible for both officers to hold dual authority, especially when, as has been the case for the past eight years, there is general accord between the mayor and the administrator over who will primarily exercise certain types of authority. That said, where it is not clear that a particular power is granted solely to either the mayor or the common council, it can be helpful to recall that the mayor general fulfills the role of the executive branch and the administrator fulfills the role of the legislative branch.

The Sheboygan Municipal Code provides little guidance as to the duties and authority of the administrator in the specific portion of the statute that sets forth the duties, noting only that the person "shall perform the duties and shall have the authority and powers prescribed by the common council."[32] However, other sections of the Code set forth specific duties and authority that have been delegated to the administrator.

The duties and powers delegated to the administrator by the common council include those set forth in the following paragraphs.

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[30] Note that technically the city has both offices and departments. The elected heads of offices (City Clerk, City Attorney, and Municipal Judge) are also generally referred to as department heads, but their offices are not overseen by the City Administrator. The non-elected heads of offices (treasurer/comptroller, assessor, police chief, and fire chief) are also generally referred to as department heads and the City Administrator does performance reviews for these officers. As noted later in this memo, there are potential issues with this process, especially as it relates to the police and fire chiefs.

[31] Wis. Stat. §62.09(8)(a)

[32] Code, §2-342

3. Role of the administrator as relates directly to the common council or its committees

The administrator is one of several officials who have the privilege of the floor at common council meetings without the need for a special motion to open the floor.[33]

The administrator is required to meet annually with the finance and personnel committee to project goals and objectives for the ensuing budget year.[34]

The administrator has the duty to establish and maintain a purchasing policy, and notify the common council of any changes.[35] It is pursuant to that policy that the common council has delegated authority to the administrator to settle most claims (both by and against the city) without prior common council approval.

4. Role of the administrator related to appointments of department heads

While appointments to committees, commissions, and boards are all under the bailiwick of the mayor, the administrator has been granted some input into the appointment of some employees. The common council appoints the following positions after receiving recommendations from both the mayor and the administrator:

City assessor[36]
Director of human resources and labor relations[37]
Director of information technology[38]
Director of planning and development[39]
Director of public works[40]
Finance Director/Treasurer[41]

5. Role of the administrator related to financial matters and the budget

The administrator is charged with reviewing departmental budget requests for the following year; obtaining and setting out the

[33] Code, §2-35
[34] Code, §2-901
[35] Code, §2-338
[36] Code, §2-415
[37] Code, §2-420(b)
[38] Code, §2-419(b)
[39] Code, §86-92
[40] Code, §2-397(b)
[41] Code, §2-937(a); and note that currently this includes the comptroller role, as discussed above.

format for departmental and special fund receipts, disbursement, and estimates for the following year[42]; submitting a preliminary budget to the finance committee[43]; working with committee chairs to consider departmental estimates and budget requests; making budget recommendations to go to the committees overseeing each respective department, office, or fund[44]; and preparing and submitting to the common council a proposed executive budget.[45]

6. Role of the administrator related to employee and labor relations

The administrator is charged with maintaining the city's employee classification and compensation program.[46] This includes budgetary authority,[47] annual reviews of the table of organization[48], authority to approve mid-year-changes to the table of organization without common council approval,[49] and authority to approve modifications (including addition and deletions of positions) that do not require budgetary changes without common council approval.[50]

The administrator must approve any substantive job description changes and salary grade changes.[51] He or she also must approve paying any new hires at an initial rate greater than the midpoint of the wage or salary range for the position (but no higher than the top of said range.)[52]

The administrator has an important role in dealing with temporary vacancies in job positions. When there is a temporary vacancy (between two weeks and six months) in a non-represented position, the administrator receives recommendations about how to fill those positions with subordinate employees, and has the authority to act on them.[53] He or she must then determine within six months of the vacancy beginning whether the opening shall remain or whether the table of organization needs changing. Unless it results in a change in the budget, he or she can

[42] Code, §2-902(a)
[43] Code, §2-902(b)
[44] Code, §2-902(c)
[45] Code, §2-904
[46] Code, §82-1(a)
[47] Code, §82-1(b)(2)
[48] Code, §82-1(b)(4)
[49] *Ibid.*, see also Code, §82-24(b)
[50] Code, §82-1(b)(5)
[51] Code, §82-66
[52] Code, §82-62
[53] Code, §82-57(a)

implement that change and follow the rules for reclassifying the employee.[54]

The administrator has authority to abolish certain positions in the interest of economy, lack of work or funds, or other just causes, resulting in the termination of an employee for other than cause.[55] Whenever that abolishment results in reduction of the number of employees in a class code to a number other than zero, the administrator has authority to consider factors to determine who is laid off, except when collective bargaining agreements control the determination.[56]

The administrator has the authority to approve paid training leave of three weeks or less in a given year without common council approval, and must recommend to the finance and personnel committee any paid training leave of more than three weeks (with a maximum of 12 weeks in a calendar year.)[57] He or she must also recommend to the common council any "special leave" for attendance at extended courses at recognized universities or colleges.[58] The administrator may authorize leaves of absence without pay for up to three months in a calendar year without approval by the common council.[59]

7. Role of the administrator related to the senior center

The administrator has the authority to establish and direct policy for the senior center, develop a mission statement, establish goals, be involved in the selection of the supervisor (but not, interestingly, the joint authority to appoint, which rests solely with the mayor), and to establish bylaws for the center.[60] The administrator may also set evening, Friday, and weekend hours for the center.[61] The administrator oversees the management and operation as well as the budget and financial activities of the senior, with input from the senior activity center commission.[62] The administrator is required to report annually to the common council on the status of the management

[54] Code, §82-57(b)
[55] Code, §82-25
[56] *Ibid.*
[57] Code, §82-93
[58] Code, §82-96
[59] Code, §82-92
[60] Code, §2-730(a)
[61] Code, §2-730(b)
[62] Code, §2-730(c) and (d)

and operation of the senior center[63] and shall encourage and promote gifts and donations to the senior center.[64]

8. Other miscellaneous duties and authorities of the administrator

The administrator has the authority to set the normal working hours for city hall, though he or she must provide reasonable notice of any changes.[65]

The administrator is the legal custodian of his or her records, as well as the records of his or her department.[66]

The administrator has general authority to ask for advice from non-residents of the city had having them participate on a team of employees or persons with special expertise for the purpose of advising the administrator on issues over which he or she makes reports or recommendations to the mayor or common council.[67] Note that the mayor has similar authority, though the purposes may be broader. Note also that none of this necessarily absolves the members of those advisory panels from following public meeting or open records statutes—those issues would be determined on a case-by-case basis.

The administrator has the duty to post all city-owned, occupied, or controlled buildings as places where the carrying of a weapon or firearm is prohibited. However, he or she also has the authority to determine certain building or portions of building should not be so posted, keep a record of all such places, and report them to the common council as soon as he or she determines to remove the posting.[68]

The administrator has the right to object to the issuance of commercial quadricycle licenses before they are issued by the clerk. The clerk must take such objections into account, but retains the authority to make the final decision.[69]

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[63] Code, §2-730(e)
[64] Code, §2-730(f)
[65] Code, §2-221
[66] Code, §2-838
[67] Code, §2-428
[68] Code, §70-251(c)(2)
[69] Code, §130-141(d)

C. Other officials with statutory authority

Several other officials are named city officials and granted specific authority in cities.

1. Alderpersons

Alderpersons, along with the mayor make up the common council. However, as individuals they have no authority. Except for the powers of the mayor noted above, all of the power of the common council must be exercised by the common council as a whole. Individual alders have no authority to do anything in particular. That said, committee chairs do have inherent authority to run their committees pursuant to the rules of order. This includes control of the agenda, though just as with the mayor, there are ways to bypass a recalcitrant committee chair that refuses to deal with a matter referred to his or her committee.

2. Clerk

The clerk has a lengthy list of duties in the statutes and city ordinances. Like many of the officers of the city, the duties of the position go far beyond the actual authority to take individual action. However, the clerk, like the other officers other than alders, does have some limited authority. For the clerk, that includes the power to countersign all ordinances and resolutions adopted by the common council, to administer oaths and affirmations, to correct minor errors in common council documents, to create a consent agenda for common council meetings and decide which items go on that consent agenda, to draft and countersign certain financial payments, to issue some licenses, and to appoint a deputy clerk.[70]

3. Treasurer and Comptroller

The offices of treasurer and comptroller are separate offices in state statutes. However, those roles are commonly merged. (In fact in smaller Wisconsin cities, these roles are also merged with the role of the clerk.)

The treasurer collects and deposits funds, keeps accounts, makes reports to common council, must execute and file an official bond, and may appoint a deputy.[71] The comptroller has additional statutory duties related to finances, contracts, claims, and

[70] Wis. Stat. §62.09(11)
[71] Wis. Stat. §62.09(9)

sign contracts where funds have been provided to pay the liability of the contract.[72]

It may be worth noting that pursuant to statute, it is the comptroller who has the authority to direct and approve all disbursements.[73] As such, the comptroller is the person with the authority under state law to issue checks and wire transfers, and does not require additional authority from another. This was the case when the comptroller role was separate from the chief administrative officer/finance director, and remains the case today with regard to the administrator, though the comptroller also has the authority to appoint a deputy, and there is no reason the administrator could not also be the deputy comptroller.

In Sheboygan, the role of both the treasurer and the comptroller is currently filled by the finance director.[74]

4. Assessor

The assessor, who must be certified by the Department of Revenue, is responsible for all appraisal and assessment services to the City.[75] Cities may appoint a corporation or an independent contractor as the assessor.[76]

5. City Attorney

The city attorney is responsible for all legal business of the city and must give written legal opinions when requested by city officers, which must be kept on file by the clerk. The attorney drafts all ordinances, bonds, and instruments. He or she also has access to and examines tax and assessment rolls and proceedings. He or she may appoint an assistant and may employ and compensate special counsel as needed. As the person in charge of the legal business, all legal matters of the city must pass through his or her office—departments may not hire their own counsel, though they may work with the city attorney to have him or her hire outside counsel when appropriate. The city attorney has authority to make non-policy determinations related to litigation—for example, while the attorney cannot approve global settlements that require funds, he or she can make decisions on the fly in court, choose outside counsel, and enter

[72] Wis. Stat. §62.09(10)
[73] Wis. Stat. §62.09(10)(c)
[74] Code, §2-937(a) and (c)
[75] Wis. Stat. §62.09(1)(a)
[76] Wis. Stat. §62.09(1)(c)

into agreements related to how to conduct the legal business of the city.[77]

6. Police and Fire Chiefs

The police chief and fire chief are designated officers appointed by the police and fire commission. The fire chief has no specific statutory duties, though the police chief does have duties related to reporting.[78] However, both serve under the direction of the mayor and must obey all lawful written orders of the mayor or the common council.

7. Constable

While rare, the office of constable is available to cities that have not abolished the position.[79] It is not clear whether Sheboygan ever abolished the position officially. However, the powers of constables (mostly related to service of process and dealing with disorderly or intoxicated people) have been granted to police officers and the police chief.[80]

8. Other positions with authority

The Municipal Code creates several other specific positions within the City, most of whom are considered city department heads. Appointment to some is a joint role of the mayor and administrator; others may have other ways of being appointed. While outside the scope of this memo, it should be noted that there are some powers delegated by the common council to those other positions. While the mayor and the administrator may have some role in overseeing the work of those employees, the delegated powers set out in the code belong to them and not to others.

III. Open Questions

There are a few potential conflicts between the administrator's authority and the mayor's authority. Some of them are discussed above, others are set forth in the following section. This is by no means an exhaustive list of issues.

[77] Wis. Stat. §62.09(12)
[78] Wis. Stat. §62.09(13)
[79] Wis. Stat. §62.09(15)
[80] Code, §54-102

A. Appointing department heads

The mayor and the administrator have joint authority to recommend appointment of people to many department head positions. There is no clear path should the mayor and administrator disagree on who to appoint. On the one hand, the mayor controls the agenda. On the other, as the representative of the common council, the administrator certainly has the authority to present his or her opinion. There are likely procedural methods using common council rules to deal with this issue should it ever arise. But even common council procedural rules cannot prevent gridlock in case of a divided common council.

B. Budget preparation

The common council requires the administrator to prepare and submit a budget. In the past, there was a question as to whether that is properly the mayor's role, and a former mayor attempted to push an alternate mayoral budget. While the statutes do not specifically require or authorize the mayor to prepare and submit a budget, the mayor's executive authority would enable him or her to manage that budget. However, since passing a budget and setting budget policy is certainly within the purview of the common council, I am convinced that this power is properly delegated to the administrator.

C. Personnel matters

The administrator was recently granted significant authority over personnel regulations and benefits.[81] At the time of said grant, the administrator, the human resources director, and the common council were all informed by legal counsel that the broad grant could potentially result in some level of conflict with the mayor's role as chief executive officer of the city and his or her authority to ensure that all city officers and employees are discharging their duties. The common council made the policy decision to go ahead with what an activist mayor could have perceived as a partial encroachment on his or her authority. That said, many of the duties set out in Chapter 82 could be said to be policy-related, not executive in nature. Because there is a wide range of authority granted in this chapter, potential conflicts may need to be dealt with on a case-by-case basis. However, it is clear that the mayor likely has statutory authority to insist on being involved in performance reviews of

[81] See chapter 82, Sheboygan Municipal Code.

department heads and reviews with the elected officials within the executive branch (city clerk and city attorney.)

D. Senior Activity Center

While the common council has delegated authority to the administrator to direct and supervise management of the senior center and oversee the budget and financial activities of the senior center, the code does not carefully distinguish between policy and legislative matters, which are the purview of the common council and can thereby be delegated to the administrator, and those related to the day-to-day activities, execution of polices, and oversight of employees. Additionally, since the mayor has the authority to appoint the members of the senior activities center commission (subject to an up-or-down vote by the common council); the mayor could exercise some level of control through his or her appointees.

City of Sheboygan
spirit on the lake.

Employee Handbook



2016

Revised: ***January, 2016***

EXHIBIT
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WELCOME

Welcome to the City of Sheboygan. Congratulations on becoming a City of Sheboygan employee. Your role as one of our employees is important because you have now become a "Public Servant". As a public servant, your role is to serve the public while performing services necessary to our City. Whether this is picking up garbage, putting out fires, solving crimes or driving buses, each job meets a need that our citizens have. The taxes paid by the citizens of Sheboygan pay the wages we earn. Therefore, in a very real sense, these citizens are our "employers" and we must remember that it is the citizens of Sheboygan that we need to satisfy.

As an employee you are in a unique position to serve our citizens. The way you treat them, the quality and quantity of the work you do and the attitude that governs your behavior all are a reflection of Sheboygan. Sheboygan is a city filled with citizens who have a tradition of hard work, strong ethics and a love for life and others. As you begin your career as an employee of the City, allow yourself to embrace these traditions as you unselfishly serve our citizens.

This Handbook has been designed to provide you an overview of the policies, procedures and plans that affect your employment. You will find policies and practices that govern the work that you do, a grievances and appeals procedure and an explanation of the benefits you are entitled to. Should questions/concerns arise, contact your immediate supervisor or the Human Resources Department.

Once again, welcome to the City of Sheboygan. We look forward to working with you.

ABOUT YOUR JOB

Municipal employment in the City of Sheboygan is conducted under the regulations of the Sheboygan Civil Service Commission, the Board of Police & Fire Commissions, the Sheboygan Transit Commission, and the Mead Library Board. (Each group has their own, unique regulations providing for the appointment, advancement, and retention of employees.) In recent years, there has been an ever-increasing demand for public services. This is requiring the City workforce to become more efficient and productive so as to provide the increased services without objectionable tax increases. All of us are responsible to give the taxpayer a fair return for the taxes they pay.

Often when you hear the need for improved productivity, you may think "they want me to work harder;" however, we can also improve productivity by adopting a "work smarter" philosophy. Each of you will know your job well enough to improve your efficiency and suggest changes. Put another way, here is what you as an employee can do to increase productivity:

1. Do the job you're being paid to do. Learn your job and put forth an honest effort to do it well.

2. Be receptive to new ideas and ways of doing things even though, at first, they may not coincide with your perception of what your job is supposed to be.

3. Think on the job. Perhaps there are better ways to do it. Don't be afraid to offer suggestions. Remember, it is possible to work smarter—not harder.

4. Recognize that your individual effort counts. It is you plus every other employee putting forth your best effort that creates the reputation of our city.

5. When vacancies occur, they are normally posted and filled by promotion of eligible, qualified employees. In the event that all candidates are equal in terms of qualifications and solid work performance, the most senior applicant will be offered the position.

6. The manner in which you apply yourself to your duties, your ability to get along with others, your capacity for greater responsibility and the extent to which you have prepared yourself for a better job are all important considerations.

7. Performance evaluation reports are considered in promotions as well as in other aspects of your employment. Your supervisor will complete the performance evaluation form and discuss it with you to suggest improvement and provide feedback. You may make comments on your performance evaluation form in the section provided.

SECTION I - CONDITIONS OF EMPLOYMENT

1. At-Will Employment

a) At Will

Employment with the City of Sheboygan is "at will" which means the City of Sheboygan retains the right to terminate an employee at any time with or without cause, except as prohibited by law. Just the same, an employee has the right to resign employment at any time, subject to giving notice to the City of Sheboygan as required.

Except as otherwise provided by law or applicable collective bargaining agreement, any other understandings or agreements between the City of Sheboygan and the employee must be in writing and signed by the proper City representative (typically a department head, the mayor, or the City Administrator). The Employee Handbook does not constitute an employment contract and may be changed at the City's discretion at any time with or without notice. If at any time there is a difference between the Handbook and source material such as City policies or plan documents, the source material that is current at that time will take precedence.

If an employee seeks more detailed information on anything in the handbook, they should contact the Human Resources Department.

b) Public Contact

There are many advantages to working for the City of Sheboygan. There are also responsibilities. Your major responsibility is to serve the public. The citizens of Sheboygan are considered your employers and are entitled to courtesy and prompt service. Always keep in mind that every time one of us has a business contact with the public, we register some kind of impression. All of these impressions, when combined, create the reputation of Sheboygan. Your interaction with the public will be a variable that is considered with your performance evaluations.

c) Work Schedule

Your work schedule will be designated by the department to which you are assigned. Each department has different hours for their employees due to the special nature of their operations. Working hours, lunch periods, and work breaks will be explained by your supervisor or the Human Resources Department. Work breaks are a privilege and not a right; if abused, breaks may be suspended.

d) Flex Time (Comp-Time)

The normal work schedule for full-time, non-exempt employees is five (5) - eight (8) hour periods, forty (40) hours per week. This schedule may be revised as necessary depending on customer and/or city requirements, as determined by each department or area supervisor. Each employee needs to work with their supervisor to define the expected hours of work. Employees may need to flex their schedule to maintain a forty (40) hour work week. The time flexed must be approved in advance by management and be contained within the week that it is earned. If an employee flexes their schedule during the 40 hour work week, time worked in excess of 8 hours a day can only be taken in an hour-for-hour basis. In other words, if an employee works 10 hours on Monday, the additional two (2) hours worked on Monday may be taken off later in the week at straight-time hours (not time-and-one-half). Employees may not save (bank) additional time off for use in another pay period.

Exempt employees are full-time employees who work a minimum of forty (40) hours per week. Due to the professional nature of these positions, however, exempt employees are paid a defined salary for their position rather than an hourly rate. Therefore, if the position requires additional hours (over 40) during the work-week, those who hold exempt positions are expected to perform the additional duties as part of their work-week. The additional time worked is considered part of the position expectations and is exempt from overtime pay.

g) Overtime
Non-exempt employees will be paid time and one-half of their hourly pay rate for hours worked in excess of 40 hours per week (a week is defined as Sunday at 12:00 a.m. – Saturday at 11:59 p.m.). Paid time off (vacation, discretionary or holiday hours) does not count towards overtime calculation. Advance notice will be provided for those expected to work overtime as soon as practicable. In emergency situations, advance notification provisions my not apply. All overtime must be authorized by your supervisor before the time is worked.

h) Punctuality and Attendance
The citizens of Sheboygan need your service. Your supervisor and co-workers depend on your work to do their own. It is necessary that you report to work regularly and on time. If you are ill, delayed, or cannot report for a specific reason, contact your supervisor before the start of your shift as soon as practicable, the more advanced time the better.

i) Safety
The City regards your safety on the job as a vital responsibility. Always be alert to unsafe conditions, faulty equipment or other on-the-job hazards. Don't neglect to use safety equipment in your work if required. You are responsible for reporting unsafe conditions or accidents to your supervisor immediately, complying with any laws or safety regulations, and maintaining concern for the safety of your co-workers and yourself. Failure to follow safety requirements is a serious offense, subject to corrective action and/or further discipline, including termination of employment, for even the first offense (depending on the degree of the violation).

j) Telephone Use and Courtesy
City phones, whether LAN lines or mobile phones, should not be used for personal calls. In addition, all employees are asked to inform their friends and family not to call during working hours except in cases of emergency.

k) Bulletin Boards / Employee e-notifications
It is the responsibility of each employee to check bulletin boards and/or intranet notifications for schedules of meetings, notices, new policies and job announcements.

l) Complaints
If you have a job-related problem or complaint, discuss the matter with your supervisor and/or department head. Complaining to a fellow employee might make you feel better for the moment, but that will not get the problem to the attention of those who can resolve it. If the complaint is about your supervisor, you may contact the Human Resources Director who will work to see if the problem can be resolved.

m) Employee Records
It is important that you keep your department and the Human Resources Department informed of any changes such as address and telephone number and keep the Human Resources Department

informed of any changes in personal data such as marital status, number of dependents, etc. This will insure that your personnel, payroll, and benefit records are up-to-date, a matter both important to you and your family. If you desire to view the contents of your personnel file, a written request should be submitted to the Human Resources Department. Arrangements will be made for you to view the file in the presence of a Human Resources Department representative. A personnel file may be viewed twice per calendar year. Additional requests need the approval of the Human Resources Department Head and/or the City Administrator.

n) Political Activity

For the purposes of this section, political activity shall mean activity calculated to improve or favor the chances of any political party or any person seeking or attempting to hold political office; such definition of political activities shall include but not be limited to campaigning for candidates or political parties, circulating nomination papers, registering voters, collecting contributions or selling fund-raising tickets, distributing campaign material, and organizing political rallies or meetings.

We urge you to vote regularly. Nothing in City policy shall affect the right of a City employee to hold membership in and support a political party, to vote as he or she chooses, to express privately his or her opinions on all political subjects and candidates, to maintain political neutrality and to attend political meetings. However, no employee shall engage in political activities during regular work hours, nor shall any employee wear his or her uniform, badge, or other form of employer identifier during personal participation in political activities.

No employee shall erect, construct, or post political posters on City property or buildings. Political posters shall not be displayed or posted on the private automobiles of employees when parked on City premises furnished to the employee by the City for the parking of such vehicle during regular work hours, except bumper strips on personal vehicles.

No person shall directly or indirectly solicit or receive subscriptions, assessments, contributions, or services for any partisan or nonpartisan political purpose from any employee in City service or use his or her influence to coerce the political action of any employee while such employee is on City premises during any regular working hours.

Any employee who is guilty of a violation of this policy shall be subject to disciplinary action up to and including dismissal.

SECTION II: POLICIES

1. Attendance Policy

The City expects prompt and regular attendance from all of its employees. This means that you must be at your appointed work station, on time, fully prepared and able to work at your starting time. Proper attendance and punctuality are essential to maintain a good record of performance. If for some reason, you are not able to come to work on time, it is your responsibility to notify your supervisor as early as possible before the start of your workday. If an emergency situation arises and contacting your supervisor is not possible, you must notify your supervisor as soon as practical.

Tardiness and/or absenteeism disrupt City operations and create additional work for your fellow employees. Absenteeism includes not only absence from work, but late reporting for your scheduled

start time, unauthorized extension of a lunch period, leaving work early without your supervisor's approval or improper use of other City-paid time. Your attendance record is reviewed regularly. If a problem arises, your supervisor will be discussing it with you. Tardiness or failure to come to work will result in discipline, up to and including termination of your employment with the City.

2. **Paid Time Off (PTO)**

PTO allows employees the flexibility to handle planned and unplanned absences. There are several types of PTO: vacation, discretionary and holiday. Vacation PTO is earned the previous year and is available to use during the current year. Discretionary and Holiday PTO is earned during the current year.

PTO Holiday: Holiday PTO is available to all regular, full-time and part-time employees from the day the employee starts in the regular position. (Holiday pay is not available for seasonal or part-time temporary employees, or employees on a leave of absence before and after the holiday.) Holiday pay for full-time employees must be used in 8-hour increments on the City designated holiday; part-time employees receive the applicable prorated time for their holiday.

PTO Vacation: This benefit is generally earned through productive work time. A value (in hours) of the benefit is determined as of January 1 each year, prorated for new employees. Employees with greater than one year of continuous employment as of January 1 are eligible to use their vacation beginning on the first calendar day of the year in which a milestone anniversary occurs and must be used in half or full-day increments. (For example, an employee who has 4 years of service on January 1 but will reach their 5th year of service during the year will be eligible for 120 days of vacation as of that January 1.) Those with less than one year of employment may be eligible for a prorated amount of vacation as of January 1 of the calendar year following their date of hire. See schedule below for the prorated amount of vacation.

Vacation PTO – New Employee
New full-time employees hired before January 1st of any given year are eligible for the following pro-rated vacation time as of January 1:

Hired the previous	Eligible on the following January 1
January 1 – March 31	40 Vacation Hours
April 1 – June 30	28 Vacation Hours
July 1 – Sept 30	16 Vacation Hours
October 1 – December 31	0 Vacation Hours

PTO Discretionary: This benefit is available to use in hourly increments (whole hours only) 1 to 8 hours in length. New full-time employees will be eligible for a prorated amount of Discretionary Paid Time Off (DPTO), available to take after 90 days. New employees pro-rated discretionary time schedule:

Discretionary PTO – New Employee

New full-time employees are eligible for DPTO, pro-rated as of January 1:

Hired	Eligible after 3 months	Eligible the following January 1
Jan 1 – March 31:	32 Discretionary Hours	40 Discretionary Hours
April 1 – June 30:	16 Discretionary Hours	40 Discretionary Hours
July 1 – Sep 30:	8 Discretionary Hours	40 Discretionary Hours
Oct 1 – Dec 31:	See note below	0* Discretionary Hours

* *40 Discretionary Hours eligible after 3 months of employment (issued on day 91 of employment, not on January 1 following date of hire)*

Thereafter following the schedule listed below. Full-time employees will be issued 80 hours of discretionary time during the month of January. Although the benefit is available to use in January, it is not "earned" as of January. The benefit is earned throughout the year, 1/10 eligible hours per month. Regardless of an employee's tenure with the City, those who leave mid-year will not be paid out their unused discretionary PTO and may be required to repay the unearned amount.

PTO for permanent part-time employees is a pro-rated amount based upon the previous year's total hours worked.

When requesting PTO, employees must schedule their absences in advance whenever possible to ensure the City's smooth operation. Vacation time is always expected to be scheduled in advance and must be approved by the employee's supervisor. Approval will depend upon the workload in the affected operational area.

Listed below is the PTO schedule effective January 1 of each given calendar year:

	Total PTO	Vacation	Holiday	Discretionary
< 1 Year	Prorated	See Schedule	80 hours	See Schedule
Years 1 – 4	240 hours	80 hours	80 hours	80 hours
Years 5 – 12	280 hours	120 hours	80 hours	80 hours
Years 13 – 20	320 hours	160 hours	80 hours	80 hours
Years 21 +	360 hours	200 hours	80 hours	80 hours

Discretionary PTO must be used during the calendar year. Hours not used will be forfeited.

Vacation must also be used during the calendar year. However, in the event that you are not able to use all of your vacation PTO, you may request a carryover of up to 40 hours of vacation to your supervisor. The head of each department and the Director of Human Resources must approve the carryover hours preferably by December 15th for the following year.

Sick Account Balance: Employees hired before January 2012 may have a Sick Account Balance. This benefit discontinued as of December 31, 2011. However, those with a balance were able to keep the balance and may be eligible for a post retirement benefit. This account is available to use for an employee's own serious health condition prior to retirement. However, generally speaking, all discretionary PTO and all but 80 hours of vacation PTO must be used prior to utilizing sick day balance. Exception to this practice exist for some qualifying Family Medical Leave conditions, in which an employee may qualify to use up to two weeks of pay from the sick bank account. Contact Human Resources for additional details.

3. **Performance Reviews**
Performance reviews will be completed by an employee's supervisor yearly. In most cases, the anniversary date of employment will be the review date, with any changes to pay effective the payroll following the anniversary date. In the cases of promotion or demotion that increase or decrease pay, the date the change in position becomes effective is the employee's new review date.

4. **Pay Checks**
Payroll checks (direct deposit only) are issued every other Friday. The recognized work week is Sunday through Saturday.

5. **Voluntary Termination**
An employee who plans to resign or retire should provide written notice to his/her supervisor at least two full weeks prior to leaving. The employee will be paid at his/her current rate for all unused accrued vacation time. Deductions will be made for any liabilities to the City such as tool purchases, uniforms, etc. Failure to provide two weeks notice may result in the loss of any accrued vacation. An employee is not entitled to use discretionary PTO during their two week notice.

6. **Layoff**
The City makes every attempt to provide regular, consistent employment. At times, city funding or budget constraints, customer demands or other factors affect work availability. If a lay-off should become necessary, factors such as overall work performance, skill and ability, productivity and attendance will be used in deciding which employees will be laid off. Length of service will be considered a factor in deciding which employees will be laid off when other factors are equal.

7. **Use of City Property**
Unauthorized possession or use of any City property, equipment, or materials, or removal of City property from the premises is prohibited. The employee's supervisor must approve any equipment transfer or movement.

8. **Shift Premium**
Shift premium for non-represented City employees (excluding Transit or Library employees) will be issued for hours worked outside of traditional office hours. Shift premiums apply as follow:

6:00 a.m. – 5:59 p.m. - No shift premium
6:00 p.m. – 11:59 p.m. - $0.35/hour
12:00 a.m. – 5:59 a.m. - $0.45/hour

9. **Mileage Reimbursement**
Employees may be required to use their own personal vehicle for travel while conducting city business (other than di minimis travel within the City of Sheboygan. When this occurs, the employee will be reimbursed at the current IRS rate for each mile driven.

10. **Parking**
In most City facilities, parking is provided for employees at no cost. Employees working in City Hall or the Library will be assigned parking in the municipal lot or given an off-street parking pass and the cost of parking will be covered by either the City or the Library.

11. **Dress Code**
Employees represent the City of Sheboygan when they are at work. Each person is expected to dress appropriately for their respective job. In an office setting, shorts, t-shirts or immodest apparel are not considered appropriate attire. The City reserves the right to send an employee home if he/she is inappropriately dressed. Time missed for this purpose would be unpaid (non-exempt / hourly employees).

12. **Concealed Carry**
Although the State of Wisconsin allows concealed carry of handguns, no employee is permitted to carry a handgun while on duty unless the employee is granted express authorization by the City of Sheboygan.

13. **Workers Compensation**
Employees who are involved in a work related injury resulting in full days off ("lost time injury") will be paid following the state approved schedule (the first 3 days off are non-compensable). The pay rate issued will be in accordance with state requirement.

14. **Special Clothing/Accessory Allowance**
Employees who are required to wear special clothing or use special equipment for their work will receive an allowance (paid no earlier than the 2nd payroll in January) of the following:
   a) Uniform Allowance: $100 / paid at the beginning of the calendar year
   b) Safety Boot / Shoe / Equipment: $100 / paid at the beginning of the calendar year
   c) Glasses with safety lens w/frames: $50 / reimbursed every two years with purchase

15. **Position Classification**
Every City position is covered by an official job description. This description only lists the typical duties of the position. Employees may be assigned other duties by their supervisor / department head.

A salary range exists for every position, which includes a minimum and a maximum rate of pay. New employees with limited experience are normally hired at the minimum rate of pay and advance within the pay-range based on merit. New employees hired with proven skills and experience may be offered a starting salary based on their previous experience.

At least once per year each employee will receive a performance evaluation which will review their past performance and establish goals and objectives for the next 12 months. The performance evaluation results determine whether an employee receives a salary adjustment and the amount of that adjustment. Since the evaluation is discretionary, the supervisor also has discretion in the amount, if any, of a pay increase. Although an increase schedule will guide the supervisor, the supervisor remains eligible to veer from the schedule as he/she deems appropriate.

16. Pay Days / Direct Deposit

Employees are paid on a bi-weekly basis on alternate Fridays. Timecards must accurately reflect the hours you have worked each week and all time off. Your payroll check will show both your gross pay and your net pay which is your pay after deductions. Various deductions, both mandatory by law and voluntary, will be itemized on each pay check. Payroll checks will be directly deposited into a financial institution of the employee's choice.

17. Use of City Telephone / Personal Cell Phones

The use of personal cell phones is prohibited in the workplace except during break and lunch times. In order to keep City telephone lines open for necessary business calls, employees need to discourage incoming and outgoing personal calls except for emergency. Personal long distance calls on city phones are not to be made.

18. Use of Internet and E-mail

Internet and e-mail communication systems are to be used primarily for business purposes, meaning that use of such equipment and systems must be job related. Limited, occasional or incidental use of these systems for personal use is acceptable, if done in a professional manner that does not interfere with business use.

In addition to the system hardware and software, all electronic messages are the property of the City, whether composed, received or sent by the employee. The City reserves the right to retrieve, monitor, or review any message in the City computer system, and may disclose such messages for any purpose without notice to the employee and without seeking permission of the employee. In addition, as an employee of the City, all correspondence are subject to the open records statute. Citizens have a right to request access to information contained on City property.

The City does not permit Internet use or e-mail messages that contain foul, inappropriate, or offensive language. Those containing racial or ethnic slurs, or sexual innuendo, are prohibited. Employees who violate this policy will be subject to disciplinary action up to and including termination.

19. Safety

Safety regulations exist for an employee's protection and to avoid conditions that may result in accidents, disabling injuries, and lost time and money. All employees are required to comply with safety regulations. Each department supervisor or department head will inform employees of any specific safety regulations pertinent to their department. An employee is required to know and use the safety precautions for their particular type of work, machines, and equipment.

Horseplay, failure to use designated safety devices and/or procedures, any act or threat of physical violence toward another employee and any behavior which could result in personal injury is strictly prohibited at all times while on City property and will result in disciplinary action up to and including termination of employment. This includes time before and after the scheduled work hours and applies to all City property, indoors or out.

Because of the potential for serious and permanent injury, failure to comply with any of the above stated procedures or those procedures explained to an employee by their supervisor will result in disciplinary action up to and including termination. Employees working in or supporting a work area and certain other designated areas must familiarize themselves with the general safety procedures of that area. Employees must immediately report any work related injury to their supervisor and complete a First Report of Injury Form as soon as possible.

20. PROHIBITED HARASSMENT & SEXUAL HARASSMENT

It is City of Sheboygan policy that all employees enjoy a work environment free from all forms of harassment. Employees who engage in harassment not only hurt others, but also expose themselves and the City to potential legal liability. Harassment violates both State and Federal laws. Harassment infringes upon equal respect in work relationships and causes serious harm to the productivity, efficiency and stability in the work environment. Every person is entitled to be treated with common courtesy, dignity and respect. The City of Sheboygan specifically prohibits discrimination, intimidation and harassment.

I. COVERED INDIVIDUALS

1. Individuals covered under this policy include employees, applicants for employment, volunteers, elected officials, appointed boards and commissions, (hereafter referred to as "employees") and members of the public.

2. Conduct or inappropriate behavior described in this document will not be tolerated. Any employee who violates this policy will be subject to appropriate discipline, up to and including termination of employment. Any elected official or member of the public found to have violated this policy shall be subject to appropriate disciplinary action up to and including sanctions.

II. GENERAL POLICY

1. All employees are responsible for assuring that the work place is free from any unlawful form of harassment. This includes harassment based upon sexual orientation, race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. All employees and elected officials shall be familiar with and comply with the City policy, which prohibits harassment.

2. City policy prohibits any employee, elected official, or member of the public, male or female, from harassing another employee or other person while on or off the job, or from creating a hostile work environment, even if the harassment is not targeted at a specific person.

3. Harassment by an employee, supervisor, manager, elected official or any other person shall not be tolerated. All supervisors and administrators are responsible for preventing and eliminating harassment in their respective work areas, departments, or divisions.

III. SEXUAL HARASSMENT, LEGAL DEFINITION

Sexual harassment is unwelcome sexual advances, unwelcome requests for sexual favors, unwelcome physical contact of a sexual nature or unwelcome verbal or physical conduct of a sexual nature. "Sexual harassment" includes conduct directed by a person at another person of the same or opposite gender. "Unwelcome verbal or physical conduct of a sexual nature" includes but is not limited to the deliberate, repeated making of unsolicited gestures or comments of a sexual nature; the deliberate, repeated display of offensive sexually graphic materials which is not necessary for business purposes; or deliberate verbal or physical conduct of a sexual nature, whether or not repeated, that is sufficiently severe to interfere substantially with an employee's work performance or to create an intimidating, hostile or offensive work environment.

Prohibited Conduct:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

2. Submission to or rejection of such conduct is used as a basis for an employment decision affecting the employee; or

3. Such conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating a work environment, which is intimidating, hostile, or offensive to the employee; or

4. All forms of unwanted physical sexual contact whether they are unwelcome sexual advances; unwanted hugs, touches, pinching, brushing against another's private body areas or kisses are assault. If assault is determined, the police or law enforcement will be involved and formal charges may be filed; or

5. Suggestive or lewd remarks; sexually oriented teasing or joking; displays of sexually explicit pictures, cartoons or other materials, requests for sexual favors; or any other unwelcome sexual behavior or attention.

IV. OTHER UNLAWFUL FORMS OF HARASSMENT

In accordance with the Equal Employment Opportunity Commission guidelines, this policy prohibits harassment on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Prohibited harassment includes, but is not limited to, behavior which:

1. Has the purpose or effect of creating an intimidating, hostile or offensive work environment; or
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunity.
4. Any act of harassment involving messages of hatred, physical threat, or violence requires immediate corrective action. Report any incident of this nature immediately to a supervisor. The police or law enforcement may become involved.

V. HARASSMENT COMPLAINT PROCEDURES

Employees are encouraged but not required to inform the person that his or her actions are unwelcomes and offensive. Politely but firmly confront the harasser and tell the individual to stop harassing you immediately. Do not respond in an inappropriate, rude or vulgar manner.

1. **If you are unable to confront the harasser** or if the harassment continues, talk to a supervisor you trust, a Department Head, Human Resources Director or City Attorney and report the harassment. The employee may go to any other person in authority with a complaint. It is not necessary for the victim to put the complaint in writing. It is recommended that the employee document all incidents of harassment in order to provide the fullest basis for investigation.

2. Any employee who believes he or she has been the subject of, or witness to harassment shall promptly report the matter.

VI. IF AN EMPLOYEE IS BEING HARASSED BY THE PUBLIC

Laws protect employees from harassment by outsiders. Employees may be harassed by customers, contractors, loiterers, service providers or the public who come into the workplace or into fieldwork areas. If you are harassed in this manner:

1. Politely but firmly confront the harasser and tell the individual to stop harassing you immediately. Tell the harasser that their language or behavior is inappropriate and in violation of the law. Do not respond in an inappropriate, rude or vulgar manner.

2. If you are unable to confront the harasser or if after speaking to the harasser, the harassment continues, contact a supervisor.

3. If the harassment continues after the supervisor arrives, call the police.

VII. INVESTIGATION OF HARASSMENT COMPLAINTS

I. If an uninvolved third party provides management with information of harassment, then there is sufficient knowledge for management to investigate. Employees who become aware of possible harassment, even if they themselves are not victims, shall bring the matter to the attention of the appropriate supervisor.

II. Supervisors are responsible for preventing harassment and other prohibited activities. Each supervisor shall:

1. Monitor the work environment for signs that harassment may be occurring.

2. Train and counsel employees on what constitutes harassment and sexual harassment, the City Policy and procedures for reporting and resolving complaints of harassment.

3. Stop any action that may be considered harassment and take appropriate steps to intervene, whether or not the involved parties are within his or her line of supervision.

4. Take immediate action to prevent retaliation towards a complaining party or witnesses.

5. Eliminate the hostile work environment where there has been a complaint of harassment.

6. Transfer or re-assignment of any party involved should be voluntary if possible. If compulsory, the transfer should be temporary, pending the outcome of the investigation.

III. Supervisors shall not discourage employees from making complaints. Once made aware of an alleged harassment issue, the supervisor has a legal obligation to ensure that the complaint

is investigated. Any complaint of harassment shall receive the immediate attention of the supervisor to whom it is made. The supervisor shall contact and consult with their Department Head and Human Resources Director as soon as practical.

IV. Under the direction of the Human Resources Director, an investigation shall ensure that all facts reviewed and documented, and that appropriate disciplinary action is taken, if warranted.

1. After appropriate investigation, any employee found to have violated this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

2. After appropriate investigation, any elected official or member of the public found to have violated this policy will be subject to appropriate disciplinary action up to, and including sanctions.

3. Corrective action must be taken if and/or when:
   a) Upon completion, the investigation (if warranted) shall notify the Police Chief, City Attorney and the City Administrator if the complaint contains evidence of criminal activity, such as battery, assault or rape.
   b) The investigation shall include a determination as to whether other City employees are affected by the harassment and whether City employees participated in or encouraged the harassment.
   c) Files of harassment and discrimination complaints shall be maintained in a secure, central location.

E. The City also recognizes that false accusations of harassment can have serious adverse effects. All employees shall act honestly and responsibly in complying with and enforcing this policy. Anyone who knowingly makes false accusations of harassment will be subject to appropriate disciplinary action up to an including discharge.

F. The confidentiality and privacy of employees involved in an investigation will be respected, but cannot be guaranteed. Information shall be released on a need to know basis, by legal process, open records or subpoena.

V. AFTER AN INVESTIGATION

A. The City of Sheboygan forbids retaliation against anyone who in good faith, reports or assists in the investigation of an alleged harassment complaint. Anyone who retaliates against a person who reports harassment or who assists in the investigation of a harassment complaint will be subject to appropriate disciplinary action up to and including discharge.

An employee must use the City's internal reporting procedures first. However, if after utilizing this procedure the complainant does not feel the complaint has been adequately addressed, the employee may file a complaint as described below.

B. Discrimination may also be reported to the Equal Employment Opportunities Commission (1-800-669-4000), or State of Wisconsin Equal Rights Division, Milwaukee office, or

1. State of Wisconsin Equal Rights Agency
   819 N 6th Street, Room 723
   Milwaukee, WI 53203
   Phone: (414) 227-4384

2. Equal Employment Opportunity Commission
   310 West Wisconsin Avenue
   Suite 500
   Milwaukee, WI 53203-2292
   Phone: (800) 669-4000

If an employee makes a report to any of the above agencies, that employee shall provide a copy of that report to the Sheboygan City Attorney's Office within forty-eight (48) hours of making the complaint.

SECTION III: HOLIDAYS, AND LEAVE OF ABSENCE

1. Holidays

The City recognizes the following paid holidays for its employees:

New Year's Day	Thanksgiving Day
Good Friday (Friday before Easter)	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

For those on a Monday – Friday work schedule, when a scheduled holiday that falls on Saturday it will generally be observed on the previous Friday, if the department is closed on the holiday. A holiday that falls on Sunday will generally be observed the following Monday. The City retains the right to schedule holiday observance which bests suits its operations schedule.

2. Family and Medical Leave Act (FMLA)

FML is a state and federally supported program created to allow employees time off for eligible reasons dealing with either the employee's own personal medical condition, or the employee's family member. If an employee feels he or she may qualify for FML, the employee should contact their supervisor or Human Resources. For more details, employees should refer to the official FML policy and/or the required posting throughout all locations.

1) If the leave is a qualified Wisconsin Family Medical Leave, the employee has the option to use any available PTO, including a sick bank, during the first two weeks of leave. After that, the City will issue all remaining PTO (Discretionary or Vacation) up to a balance of two weeks of vacation, at which time the employee may elect to use the remaining vacation, take the remaining leave unpaid, or request PTO from other employees. (Employees with a sick bank balance can only use that bank after the first two week for the employee's qualified medical condition.)

2) Employees who elect Voluntary Short Term Disability may apply for benefits in accordance with the plan document. FML will run concurrent with applicable STD. STD applies only after the employee exhausts any available sick bank balance.

3) An employee's health and dental benefits will be continued through a qualified FMLA, with the employee continuing to pay the employee portion of the monthly premium payment. Arrangements for premium payment should be made at the time leave is requested. Other insurance will be reinstated upon timely return from leave.

4) Leave may be utilized on an intermittent basis (such as reduced work hours due to physical restrictions).

5) Upon return from FMLA leave, the employee will be reinstated to his/her original position or a similar position of equivalent pay, benefits, and terms.

3. Sick / Medical / Personal Leave Of Absence

a) If you are unable to come to work because you are sick, you must let your supervisor know before the beginning of the workday if possible so that proper arrangements can be made. If you are absent for more than three (3) consecutive days because of illness, you may be required to present a fitness for duty form, completed by a medical provider / doctor. With the exception of extreme situations, personal leave of absences require prior approval from the employee's supervisor.

b) Failure to return from leave, or revocation of a leave by the City, shall be cause for separation from employment (employment termination) unless a justifiable reason is submitted within five (5) days after said expiration, disapproval, or revocation, which is acceptable by the City.

4. Jury Duty

Employees who are subpoenaed and serve on jury duty on any days which are considered their normal scheduled workdays shall receive pay continuation for the hours served, up to a maximum of 8 hours pay, or in the case of a part-time employee, up to the maximum hours they are normally scheduled to work, provided the following:

a) The employee must present proof of jury duty service, stating the dates and hours per day served.

b) The employee must turn in all compensation from the County for their jury service (excluding mileage).

c) When the employee is excused from jury service, either temporarily or permanently, the employee shall report back to work within one hour to complete his/her shift.

5. Military and Other Leaves

a) The City of Sheboygan follows USERRA rules regarding reinstatement of military members. For long-term military leave, any full-time, non-exempt employee who obtained a written leave of absence as a result of being inducted into the Armed Forces of the United States shall be reinstated according to the applicable laws governing such reinstatement insofar as they affect persons or positions included in the City Service. To be eligible for such reinstatement, the employee must be honorably discharged from required active service of not more than four years, plus one year extension of active duty if this is at the request of the government. All leaves of absence for military service shall be without pay and benefits. Upon return from the leave, the employee will retain his/her hire date for prospective calculations of paid

time off. However, only the actual hours worked on-the-job the previous year will be used in the calculation of a vacation benefits. For example, the employee who worked 6 months of the year and was called to duty the other six months will be credited with 50% of his/her vacation allotment for the following year.

b) Exempt employees will receive pay continuation for short-term absences occasioned by jury duty, attendance as a witness or temporary military leave. However, the City will offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of exemption.

SECTION IV:

1. **Grievance and Appeals Procedure**

A grievance is defined as a difference or misunderstanding which may arise between the City and one of its employees regarding discipline, discharge or workplace safety. (Library employees need to refer to the Mead Library Progressive Discipline and Grievance Procedure.) Workplace Safety is defined as "conditions of employment affecting an employees' physical health or safety, the safe operation of workplace tools and/or equipment, safety of the physical work environment, personal protective equipment, workplace violence and training related to same".

In the event that an employee does not agree with disciplinary action taken against him/her; disagrees with his/her termination; or has an issue with workplace safety which affects him/her, the following grievance procedure shall be used:

Step 1 – Written Grievance Filed with the Department

The employee must prepare and file a written grievance with his/her Department Head within five (5) days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the Human Resources Director, who shall conduct the Step 1 investigation.

Step 2 – Review by Human Resources Director [or City Administrator]

If the grievance is not settled at Step 1, the employee may appeal the grievance to the Human Resources Director [or City Administrator] within five (5) days of the receipt of the decision of the Department Head at Step 1. The Human Resources Director [or City Administrator] or his/her designee will review the matter and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance.

Step 3 – Impartial Hearing Officer

If the grievance is not settled at Step 2, the employee may file, within five (5) days following receipt of the decision of the Human Resources Director [or City Administrator], a written appeal for review by an impartial hearing officer. The City shall select the impartial hearing officer, who shall not be a City employee. In all cases, the grievant shall have the burden of proof. The jurisdiction of the impartial hearing officer is limited to answering the following question: Based upon the preponderance of the evidence, has the Grievant proven that the action of the City was arbitrary and capricious?

This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. If a hearing is conducted, the impartial hearing officer may admit all evidence that he/she deems relevant to the issues raised, and may exclude immaterial, irrelevant or repetitious testimony or evidence. After the Grievant and the City have presented all relevant witnesses and evidence, the impartial hearing officer shall close the hearing. The impartial hearing officer may ask for oral or written closing statements.

The impartial hearing officer shall prepare a written decision within ten (10) days of the close of the hearing. The impartial hearing officer shall have no authority to issue a remedy, but the impartial hearing officer may recommend a remedy. Remedial action and authority shall be subject to the determination and approval of the City Council, and shall be addressed in the event a grievance is sustained.

Step 4 – Review by the Governing Body

If the grievance is not resolved after Step 3, the Grievant or the City may request, within five (5) days of receipt of the written decision from the hearing officer, a written review by the Governing Body. In most instances, the appeal shall be heard by the City Council. For Library, Transit and Water Utility employees, the appeal shall be filed with the Library Board, Transit Commission, or Water Utility Board.

The Governing Body shall not take testimony or evidence; it may only determine whether the impartial hearing officer reached an arbitrary or incorrect result based on a review of the record before the impartial hearing officer. The matter will be scheduled for the Governing Body's next regular meeting. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. The Governing Body shall not substitute its judgment for that of the impartial hearing officer. Findings of fact shall be upheld unless they are clearly erroneous. The Governing Body will inform the employee of its findings and decision in writing within ten (10) days of its meeting. The Governing Body shall decide the matter by simple majority vote and this decision shall be final and binding.

Employee Representation

An employee shall have the right to be represented by an attorney or other representative at Step 3 of the grievance procedure at the employee's expense. The representative may not be a material witness to the dispute. Employee discussion with his/her representative shall not take place during working hours.

Time Limits

The timelines provided in this policy must be strictly followed. If the Grievant fails to meet the timelines set forth above, the grievance shall be considered resolved. If the City fails to meet the timelines set forth above, the grievance shall advance to the next step of the process. The only exception to this policy is if the Grievant and the City mutually agree in writing to waive a timeline, but such waiver must occur in advance of the expiration of the timeline.

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SECTION V: MISCELLANEOUS INFORMATION

1. **Employee Fraternization Policy**

The City of Sheboygan expects employees to work together as team members to efficiently provide for the needs of the City and its citizens. It is in the best interests of City employees to keep work relationships separate from personal relationships. All employees shall exercise good judgment and discretion in engaging in consensual social personal relationships.

Under no circumstances shall an employee in a management or supervisory position enter into a romantic relationship with a subordinate.

Provisions/Requirements

1. If employees choose to enter into a consensual social relationship, the relationship will not be allowed to disrupt City business.
2. If employees marry each other, they will not be allowed to report to the same immediate supervisor after they are married. One spouse will not be allowed to supervise the other.

3. If a manager/supervisor enters into a consensual social relationship with any City of Sheboygan employee, that changes into romantic involvement, the management level employee shall promptly and confidentially provide a written notice to his/her immediate supervisor and the Human Resources Manager. The supervisor and the Human Resources Manager will immediately review the duties and responsibilities between the employees to determine if their relationship may disrupt City business. Although the relationship is not prohibited (except as provided below), it will not be allowed to disrupt business.

   The City expressly prohibits any consensual social relationship, including marriage, between a manager/supervisor and an employee in his/her line of authority.

4. If a consensual social relationship is either prohibited or disrupts City business, the City will take appropriate action to transfer one or both of these employees if possible and in the City's best interests. If transfer is not possible, termination of the employment of one or both employees may be necessary. Failure to promptly and voluntarily report a consensual social relationship as required above may result in immediate transfer or termination of one or both employees.

2. **Employee Privacy**

The City of Sheboygan is subject to the Wisconsin Public Open Records Law. Though an employee's personnel file is confidential, information relating to employment, such as an employee's pay and benefits, is considered an open record to the public and may be shared upon request. This includes electronic records such as e-mail messages and other electronic content on personal computers of cell phones (if used for work purposes).

3. **Adverse Weather**

In the event of severe weather, the City Administrator or Department Head or his/her designee may decide that the offices will not open. Managers will try to notify employees by telephone if they are not to report to work. A message will also be relayed to WHBL channel 1330 AM. Non-exempt (hourly) employees will not be paid for time missed unless they chose available discretionary or vacation PTO time.

4. **Personnel Records**

In order to maintain accurate personnel records, it is important that an employee notify the Human Resources Department of any changes such as name, address, phone number, dependent information, beneficiary changes, etc. While the City makes every effort to have correct records, the responsibility for making sure we have the most current information is the employees.

The City is periodically requested to verify dates of employment and salary information. Basic information (hire date, hourly salary, and full-time employment status) will be confirmed provided the requester verify the employee's social security number. Additional information will only be provided with a signed release from the employee.

5. **Zero Tolerance Workplace Violence Policy**

The City of Sheboygan maintains a zero tolerance policy towards violence in the workplace. Violence committed by employees or the public will not be tolerated. All violent behavior is inappropriate. The possession, use or threat of use of a weapon by employees is prohibited in the workplace. All employees shall notify their supervisor of any workplace violence they witness, experience, have knowledge of or have been notified about. Violations shall lead to disciplinary action, up to and including discharge. Violent acts or threats of violence may also result in arrest and criminal prosecution.

I. GENERAL

All employees have a responsibility to encourage and maintain a safe and secure workplace. When notified that an employee has been assaulted, threatened with bodily harm or has threatened to harm themselves or others, supervisors have the responsibility to respond in a timely manner. All employees are expected to adhere to specific security and safety procedures as prescribed by their department or division.

II. INCIDENT REPORTING AND INVESTIGATIONS

A. Employee Responsibilities:

1. Remove yourself from the threat as soon as possible.
2. Obtain emergency police intervention and/or medical response as required.
3. Immediately notify a supervisor and/or Department Head.
4. Assist management in the completion of all required incident reports.
5. Cooperate with all investigation efforts by management and/or the police.
6. If injured, complete all required medical reports as soon as practical.

B. Supervisor Responsibilities:

1. The Supervisor taking the complaint must ensure that the behavior is stopped.
2. Obtain police intervention and medical response as required.
   a. If the workplace violence is a result of the actions of a non-employee, the supervisor or other available employee shall call 9-911 and request immediate police assistance.
   b. Crime Scene Preservation:
      Take no action to disturb the incident scene, which could jeopardize the outcome of an investigation. Do not move objects or allow clean up until police have given permission. Take steps to secure the incident area.
3. Notify/brief the Department Head & Human Resources as soon as possible.

4. Advise the Department Head of any corrective or preventive actions that can be implemented.
5. Expeditiously complete the Assault/Threat Report form.
6. Obtain copies of Police reports and/or written statements from witnesses and those persons involved within 24 hours, or as soon as possible.
   a. Assist employees to complete medical, workers compensation, OSHA and other reports as required as soon as possible.
7. Forward copies of all reports to the Human Resources as soon as completed.
8. Conduct or assist in, and cooperate with all investigations.
9. Assist in the identification of risk factors and remedies to prevent reoccurrence.
10. Involve City Attorney to determine or initiate appropriate administrative or legal action.
11. Advise employees about the availability of assistance or counseling. Refer employees to the EAP services.
12. Obtain guidance from Department Head and/or Human Resources on disciplinary actions and procedures.
13. Ensure that proper corrective action is implemented.

III. INVESTIGATION

1. Human Resources, department/division management and police will receive, evaluate intervene and respond to reports of workplace violence, on a case-by-case basis.

2. Anonymity of employees reporting violence or threats of violence will be maintained during the investigation to the greatest extent possible.

3. Retaliation against any individual who reports an incident or threat of violence, or participates in an investigation will not be tolerated.

IV. FALSE REPORTS

Allegations or reports of workplace threats or violent acts will be taken seriously. Employees intentionally making false reports will be subject to discipline, up to and including discharge from employment.

V. ORDERS OF PROTECTION OR RESTRAINT

Employees shall notify their supervisor if they obtain a court/restraining order to protect themselves from an individual, if the order extends to the workplace. The employee shall provide a copy of any such order to their supervisor.

VI. COMMUNICATIONS

Copies of this policy shall be distributed to all current and future employees.

VII. CONFIDENTIALITY

Public information regarding any incident or alleged incident of workplace violence that involves an employee or occurs on City property shall be released only under recommendation by the City Attorney and consistent with open records laws.

VIII. DEFINITIONS

A. Employee: All regular full time, part time, seasonal employees, temporary employees, volunteers, elected and appointed officials.

B. Weapon: Any type of firearm, switchblade, knife, (excluding eating utensils), jack knife with a blade longer than 3", metal knuckles, whips, clubs, explosives or any other object commonly known as a weapon. Only law enforcement employees who are required to carry a weapon as part of their official job duties are exempt.

C. Workplace: All City owned or leased property, parking lot or building, including vehicles and equipment, and any other property where work is being performed by City employees in any official capacity.

D. Workplace Violence: Any act of written, verbal or physical aggression that occurs in the workplace, intended to physically harm an individual or that could cause a reasonable person to be in fear of imminent physical harm. Violence also includes the intentional unauthorized destruction, sabotage or abuse of property or systems. Examples of workplace violence may include: harassment, unwanted physical contact, obscene phone calls, threats (direct or implied), hitting, pushing, throwing objects, stalking, unauthorized possession or inappropriate use of weapons, assault, battery, robbery, kidnapping, murder, bomb threats or arson. Workplace violence does not include the use of reasonable force in the defense of oneself or others.

6. Employee Assistance Program (EAP)

The City of Sheboygan recognizes that a wide range of medical-behavioral problems not directly associated with one's job functions can affect an employee's job performance. Illnesses and emotional problems rank as some of the most serious health problems in the country affecting job performance. In addition, family relationship issues such as elder or child care, or financial problems also affect one's ability to perform their job. The City, therefore, has established an assistance program whereby employees and their families can obtain confidential medical and professional treatment. The City of Sheboygan believes it is in the interest of the City, the employee, and the employee's family to provide an employee service, whether the services are requested by the employee him/herself or required by the City. For a complete description of the City's policy, please see Human Resources.

SECTION VI: ALCOHOL AND CONTROLLED SUBSTANCE POLICY

The City of Sheboygan recognizes that the use and/or abuse of alcohol or controlled substances by City employees may present a serious threat to their safety, health and that of the general public.
As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, the City of Sheboygan has implemented a Zero Tolerance On Duty Policy for alcohol and controlled substances for all City employees and volunteers.

The City of Sheboygan Alcohol and Controlled Substance Policy incorporates by reference, the "City of Sheboygan Civil Service Rules", "City of Sheboygan Police Department Drug Free Workplace Policy", and the "City of Sheboygan Department of Public Works Alcohol and Controlled Substance Testing Policy & Corrective Action Guidelines". Employees are expected to report to work free from any illegal substances and legal substances that affect their ability to perform their job duties. Failure to comply with this policy will lead to disciplinary action up to and including discharge, consistent with related rules and policies incorporated by reference herein.

a) Purpose

The purpose of this policy is to help prevent accidents and injuries resulting from the misuse of alcohol or controlled substances by City employees. This policy is in compliance with testing rules and regulations contained in Federal Regulations Title 49 CFR and the Drug Free Workplace Act.

b) Reporting of Conviction

As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, all City of Sheboygan employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, drug paraphernalia or alcohol is strictly prohibited in the workplace. This law makes it a condition of employment that all City of Sheboygan employees adhere to this policy. Furthermore, employees must notify the City (Department Head/Supervisor or Human Resources Director), of any criminal drug statute conviction no later than 5 days after such conviction.

c) Prevention and Rehabilitation

The City of Sheboygan encourages employees who have alcohol or controlled substance problems to seek help from a qualified alcohol and/or substance abuse professional. The goals of this policy are prevention and rehabilitation whenever possible. Help is available through the City's Employee Assistance Program (EAP). For more details on the EAP program, contact the Human Resources Department, a supervisor, or call the EAP directly at (800) 236-3231. All calls are held in strictest confidence.

An employee shall be permitted to use Family Medical Leave time for the purpose of undergoing treatment in an approved program for alcohol or drug use. The leave must be requested prior to the commission of any act subject to disciplinary action, and will be provided only in accordance with the FML policy.

d) Prohibited Conduct for All City Employees

1.) Reporting for duty or remaining on duty while under the influence of alcohol and/or controlled substances or with any measurable amount of alcohol, intoxicants, illegal drugs or other controlled substances in their system.

2.) Providing false information in connection with a test or falsifying test results through tampering, contamination, adulteration or substitution.

3.) Reporting to work under the influence of a prescription drug, unless the employee's physician determines that the use of the prescription drug will not adversely affect the employee's ability to perform essential functions of their job.

4.) Obstruction of a test or refusal to submit to testing will be considered a positive test

e) Prescription Drugs

1.) Before performing work related duties, employees must notify their supervisor if they are taking any legally prescribed medication or any non prescription drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills or judgment may be adversely affected by this medication.

2.) It is the employee's responsibility to inform their physician of the type of essential functions they must perform in order for the physician to determine if the prescription could interfere with the

employee's duties. Employees should provide their physician with a copy of their job description.

3.) If there is no alternate medication available, prior to starting their shift the employee is responsible to notify their supervisor of any prescription which may affect ability to perform essential job functions.

f) Required Drug and Alcohol Testing

1) Pre-Employment: Any individual applying for a position with the City of Sheboygan shall be required to undergo controlled substance testing after a conditional offer of employment has been made.

2) Reasonable Suspicion: Where a trained supervisor has reasonable suspicion to believe the employee is using or is under the influence of alcohol and/or controlled substances, said supervisor may require the employee to undergo a controlled substance and/or alcohol test.

a) Supervisor should confer with another supervisor, both supervisors shall observe the behavior/condition of the employee to confirm or deny the reasonable suspicion.

b) A supervisor or his/her designee shall transport the employee to the collection site for testing immediately, but no later than within 8 hours of having observed the behavior.

c) The supervisor is to wait at the testing site with the employee until the alcohol test has been completed and/or the urine sample has been taken. If the controlled substance or alcohol test is conducted more than 2 hours, but less than 8 hours after the supervisor determined there was a reasonable suspicion to believe the employee is under the influence of alcohol and/or controlled substances, the supervisor shall file a written report ("Delay/Failure to Administer Test Form") explaining the reason for the delay in conducting the alcohol and/or controlled substance test.

1. During the hours of 7:30 a.m. - 3:30 p.m. the supervisor may call St. Nicholas Hospital, Occupational Health at (920) 459 –5176 to request Reasonable Suspicion Testing for controlled substances and alcohol.

2. Outside of these hours, the employee shall be driven to the emergency room at St. Nicholas for Reasonable Suspicion Testing.

3. The supervisor shall bring proper identification and document that he/she is authorized to ensure the employee is tested ("Supervisor Authorization Form").

4. In all cases of reasonable suspicion testing for controlled substances or if a positive, confirmed alcohol test result has been received (0.02 percent or greater), the employee shall be advised not to drive his/her vehicle home at that time. The employee shall make alternative transportation arrangements to leave the collection or employment site.

a.) In the case of reasonable suspicion for controlled substances, the employee shall be advised not to report to work until otherwise advised. If a urine test has been administered, the City of Sheboygan will contact the employee once the test

results are known (this normally takes 24-48 hours) and a decision has been made as to their employment status.

b.) The results of drug and alcohol tests will be sent directly to Human Resources. When results are obtained, the employee's supervisor and department head will meet with the Human Resources Director to determine the appropriate course of action to be taken.

c.) Once the test has been completed, the supervisor must submit a written report to their department head outlining the event and/or behavior observed that led the supervisor to believe the employee was under the influence of alcohol or controlled substance ("Supervisor's Report of Reasonable Suspicion"). The report must be completed within 24 hours of the test.

g. Confidentiality

The City of Sheboygan respects the confidentiality and privacy of its employees. The City will reveal the identity of the employee, test results, and/or participation in a treatment program, only as required by law. The City will not reveal individual test results to anyone, unless presented with a written authorization from the tested employee. The City will ensure that any laboratory or testing agency used to conduct testing under this policy will maintain the confidentiality of employee test records. The laboratory or testing agency will disclose information related to a positive controlled substance or alcohol test of an individual to: the individual being tested, the City, the decision maker in a lawsuit, grievance or other proceeding by or on the behalf of the individual arising from any action taken in response to test results; or as required by law, including court orders or subpoenas.

The Medical Review Officer (MRO) will not reveal individual test results to anyone except the City, unless the MRO has been presented with a written authorization from the tested employee. The MRO may reveal to the City, without an authorization, relevant information as to whether MRO opined the employee's fit for duty in the performance of the employees essential job functions and/or whether the employee has tested positive for controlled substances or alcohol.

SECTION VII: CONTINUATION OF COVERAGE

35. Continuation of Dental & Health Insurance Coverage (COBRA)

Exiting employees and their qualified beneficiaries have the opportunity to continue health, dental and life insurance under the City's health plan in the event that a "qualified event" results in the loss of eligibility. Qualifying events are as follows:

- Reduction of work hours / layoff
- Resignation of an employee
- Death of an employee
- Personal leave of absence
- Termination of an employee for reasons (other than gross misconduct)
- A dependent child no longer meets eligibility requirements
- An employee's divorce or legal separation
- Birth of a child
- Marriage
- Enrollment in Medicare

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rate plus an administration fee (2%). When the employee or spouse becomes eligible for coverage under the City's health and dental insurance plans, the City will provide each eligible employee with a written notice

describing their rights granted under the Cobra. The notice contains important information about the employee's rights and obligations. If you have any questions about COBRA, or if you have changed marital status, or you or your spouse have changed addresses, please notify the Human Resources Department.

36. Handbook Purpose

We hope this Employee Handbook will enable you to understand the general rules under which we operate. While the City of Sheboygan believes wholeheartedly in the policies and procedures outlined in this handbook, circumstances may arise whereby it becomes necessary to change these policies and procedures. We reserve the right to modify, revoke, suspend, terminate or change any or all such plans, policies, or procedures, in whole or in part, at any time, with or without notice. The language used in this handbook is not intended to create, nor is it to be construed to constitute, a contract between The City of Sheboygan and any one or all of its employees. An employee's initial or continued employment is solely at will and either you or the City may terminate the relationship at any time.

37. Statement of Understanding

After reading the handbook thoroughly, as a condition of employment, each employee must read and sign the statement of understanding which will be placed in the employee's personnel file.

2016

Employee Handbook

Acknowledgement of Receipt

For

2016 Employee Handbook

I acknowledge having received a copy of the City of Sheboygan, Wisconsin's *Employee Handbook,* and I understand the content. I understand that neither this handbook, nor any other City policy, practice or procedure, is intended to provide any contractual obligations relating to continued employment, compensation or employment in a particular position and should not be construed as creating any sort of employment contract.

I further understand and accept that my employment with the City of Sheboygan is at-will. I have the right to resign at any time with or without cause, just as the City may terminate my employment at any time with or without cause or notice, subject to applicable laws.

I also understand that all of the policies, rules and regulations in this handbook may be changed at any time at the sole discretion of the City with or without prior notice to employees. In addition, the policies listed may be governed by specific procedures which may take precedence over this handbook. Employees are encouraged to direct any questions regarding the City's policies, practices and/or procedures to their immediate supervisor and/or the Human Resources Department.

_____ _____

Employee's Signature **Date**

_____

Employee's Name (Printed)

EXHIBIT

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City of Sheboygan
Request for Proposal Notice

I. Notice is given that the City of Sheboygan requests proposals for a *Diversity, Equity, and Inclusion Consultant(s)* through TBA.

One hard copy and one electronic copy of the proposal clearly labeled "RFP Diversity, Equity and Inclusion Consultant(s) Proposal" must be delivered to:

Mayor Ryan Sorenson
City of Sheboygan
828 Center Avenue
Sheboygan WI 53081
{ HYPERLINK "mailto:ryan.sorenson@sheboyganwi.gov" }

Inquiries may be directed by email to Sarah Schwefel in the mayor's office at sarah.schwefel@sheboyganwi.gov.

II. Project Timeline

Proposals will be evaluated, and the successful vendor will be determined and approved by the Sheboygan Common Council. The city reserves the right to reject any or all proposals, and to select the vendor, benefits and services that best meet the needs of the city, its employees, and the residents of the City of Sheboygan.

The following is an estimated schedule of proposal receipt and decision:

Date	**Action Item**
TBA	RFP issued.
TBA	Proposal due by 5:00 p.m.
TBA	Proposals reviewed.
TBA	Interviews as needed.
TBA	Consideration of recommended proposal by Finance and Personnel Committee.
TBA	Council consideration and approval of contract.
TBA	Contract activity begins.

III. Brief City Overview

The City of Sheboygan is located on the western shore of Lake Michigan, fifty miles north of Milwaukee. Newly released census data show the city has grown to just under 50,000 residents. Traditionally a community with a strong manufacturing base, Sheboygan has become a popular tourist destination in recent years. In addition to beautiful beaches along the lake, the city also has over seven hundred acres of parks, and extensive bike paths. Mead Public Library is a resource hub for surrounding communities. The John Michael Kohler Art Center and its Arts Preserve are major cultural and community institutions. Golf courses abound.

Economic prosperity for city residents is uneven, however. The median household income in Sheboygan in 2018 was $41,037. However, residents making above the median level tend to earn at a higher level than those below the median income. There is a very significant difference among per capita earnings of white residents ($24,647) and Asian (11,188), Black ($8,793) and Hispanic ($9,261) residents. Approximately sixty-two percent of Sheboygan Area School District

students are eligible for free or reduced cost school meals. At last count, about two- and one-half percent of students were considered homeless, that is, about two-hundred and fifty students each year.

City government is structured on a mayor-common council basis, with significant recent changes in its structure. The common council was reduced from sixteen to ten positions in 2018. Alders are elected from specific districts, and as a result of the April, 2021 election, more robustly represent our diverse community. Six of ten alders are women, two are Black, one is Latina, and one has Japanese heritage.

After some turmoil and a mayoral recall election in 2012, the council created a city administrator position to professionally manage its day-to-day operations. Our current city administrator, Todd Wolf, began in his position in July, 2020. Our current mayor, Ryan Sorenson, was elected in April, 2021, handily defeating the eight-year incumbent. Mayor Sorenson has begun to reach out to diverse communities to recruit for the city's many boards, committees, and commissions, and strongly supports diversity, equity and inclusion work in the city and the whole community.

The city has approximately 480 employees. While there are no firm data at this point, most employees are white and male. There are fifteen departments, with various lines of authority on the table of organization. Department heads met with representatives of the Sheboygan Justice Equity group (see below) in March, 2021 to discuss the findings of a Racial Equity Report completed in 2020 that compared demographic data of city residents over the past decade. Department heads commented that Sheboygan is "two cities;" that the older generation fears the unknown; that we are not reaching out and connecting with our local schools; that we need to go outside the box, and other observations about the need for diversity education and training.

Current census data show significant demographic population changes in the city over the past decade. White residents now make up seventy-two percent of the city's population, down eleven percent from 2010 data. There has been significant growth in Asian, Hispanic, and Black populations. In the 2020-2021 school year, the Sheboygan Area School District became a "majority-minority" school district, that is, the majority of students are students of color.

City residents, businesses and organizations have been active in identifying, and are beginning to take action around diversity, equity, and inclusion issues. The Sheboygan Equity, Inclusion, Diversity, and Inclusion (SDEIB) initiative is an umbrella for interest groups including education, social structure, historic preservation and acknowledgement, county government, health and wellness and other interests. One of the most active interest groups in SDEIB, Sheboygan Justice Equity (SJE) has focused on bringing DEI awareness, training and planning into city government operations and contemplates working with the city in its DEI efforts going forward. SJE has partnered with the city in initiating DEI efforts as a part of SJE's strategic plan.

There are many other active organizations, including the Sheboygan County LGBTQ Alliance, the Hmong Mutual Assistance Association, the Hmong Women Society, Black-American Community Outreach (BACO), and Voces de la Frontera Capitulo Sheboygan. While there are no active disability advocacy groups currently working in Sheboygan, there are significant equity issues among disabled residents.

IV. Proposal Summary

While the city posted a diversity and inclusion statement of principles after the killing of George Floyd, it has undertaken no systematic examination of those principles in action within city government. However, there is a strong commitment within city leadership and the community to bring diversity, equity, and inclusion values and actions into all aspects of city government, and to establish and nurture a meaningful conversations and ongoing relationships with all parts of our community.

The city is seeking proposals from qualified consultants to assist the city in developing a DEI action plan as a starting point for its goal to ensure that the city is welcoming, respectful, and inclusive for all residents.

Specific goals for the DEI action plan include the following:

1. To develop an understanding within city government of diversity, equity, and inclusion (DEI) principles, and their importance to city employees, including elected and appointed officials, and the community.

2. To develop DEI goals and specific action steps that will engage city employees, including elected and appointed officials, in training, education, and policy changes that will result in a more diverse, welcoming, supportive work force that reflects the diversity of the community.

3. To engage a broad base of community members in the city's ongoing strategic planning process.

4. To facilitate the creation of a diverse community group to assist in the ongoing implementation and use of DEI initiatives as outlined in this proposal.

V. Scope of Work

The city wishes to engage a person or team to assist the city in achieving the goals listed in section IV.

The scope of work includes the following:

A. Discovery Steps:

1. Organizational scan: Work with city staff to assess the city's DEI policies and attitudes. This will include developing demographic information about city staff, and examining hiring, training and retention policies that relate to DEI.

2. Internal scan: Explore and identify attitudes about DEI within city government.

3. Environmental scan: Identify community resources that can be utilized to inform and support the City's initiatives.

B. Action Steps:

1. Assist in developing a DEI roadmap that provides for short- and long-term actions as follows:

   a. Initial training within the city to establish a shared understanding of diversity, equity and inclusion and its importance to city government and the community.

   b. Ongoing education and training of all levels and areas within city government that will educate employees about cultural competencies, explicit and implicit bias, and the importance of being part of a welcoming and supportive work environment.

   c. Integration of DEI values into internal policies and procedures, and external communication of the city's DEI values to community residents.

   d. Creation of a sustainable action plan with measurable goals that will include the following:

      i. Establish ongoing training and integration of DEI policies and practices into all city activities.

      ii. Assist in developing and implementing meaningful ways to communicate with community residents regarding DEI issues and opportunities.

      iii. Establish accountability methods to ensure the success of DEI plans that will include a commitment to staffing as appropriate to assist in activating and sustaining this action plan.

      iv. Identify needed resources within city government to ensure the success of DEI plans.

2. Development and implementation of outreach and communication strategies to engage members of the community, with a particular focus on diverse groups discussed in the brief city overview. The city will soon begin a substantial strategic planning process that will require significant community engagement and the involvement of all parts of the city to be successful.

VI. Proposal Requirements

Submitted proposals must follow the format outlined below and include all requested information. Failure to submit proposals in the required format may result in elimination from consideration.

A. Cover letter: Please include the name, address, and contact information of the consultant or firm, and signed by the person authorized to represent the consultant or firm. Include the name and qualifications of the individuals who

will be working on this project. Identify only individuals who will do the work on the project.

B. Organization and personnel qualifications: Please provide a statement of qualifications and expertise to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature to this proposed project.

   Applicants must demonstrate an understanding of the role of municipal governments in advancing racial equity, and an ability to apply a racial equity lens to the planning and implementation of city policies, procedures, and programs. In addition, applicants should have experience in building employee capacity to advance racial equity. Respondents must be well-versed in community engagement and have demonstrated skills in consensus building.

C. Scope of work description: The application should include a general project schedule that identifies tasks, activities, and deliverables that the applicant proposes to carry out in implementing the project. The applicant should provide an overview of a recommended approach for the project and the applicant's overall approach to DEI work.

D. References: Please provide two or more professional reference that include contact information and a short description of the work performed for the reference listed.

E. Cost proposal: The cost proposal must list the hourly rates for each person who performs the task and the total number of hours estimated for each of the components of the scope of work, in addition at any other costs associated with completion of the work, and include a total projected cost for the project.

VII. Evaluation Criteria

The City of Sheboygan will evaluate respondents based upon the written response to this RFP, consultant interviews, references, and the following criteria:

Criteria	Description	Weight
Expertise	Technical, lived, and personal expertise of personnel assigned to RFP tasks; ability to perform and complete the work in a professional and timely manner.	35%
Skill	Demonstrated qualifications and experience in this work, including the ability to affect real change, and provision of similar services for other organizations.	25%
Approach	Consultant's understanding of and approach in providing RFP services. Responsiveness and completeness of the proposal and any value-added component.	10%
Cost	Cost or cost effectiveness and resource allocation.	15%
Minority-Owned Business	Preference is given to firm/consultant owned	15%

	or operated by Black, Indigenous Person of Color (BIPOC).	
Total		100%

VIII. City Disclaimer

This RFP does not commit the City of Sheboygan to award a contract. This RFP and the process it describes are proprietary to the city and are for the sole and exclusive benefit of the city. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by an applicant to this RFP, shall become the property of the City and may be subject to public disclosure by the City or any authorized agent of the City.

FOX&FOX S.C.
ATTORNEYS at LAW

April 8, 2022

Rupneet Sidhu
Equal Rights Officer
Equal Rights Division
819 North 6th Street, Rm. 723
Milwaukee, WI 53203-1687
E: Rupneet.Sidhu@dwd.wisconsin.gov

RE: *Schneider v. City of Sheboygan*
ERD Case No. CR202200171
EEOC Case No. 26G202200443C

Dear Ms. Sidhu,

This letter responds to your correspondence of March 14, 2022 and offers rebuttal to the Respondent's March 11, 2022 position statement in this matter.

I. Introduction & General Rebuttal

The City of Sheboygan's response ignores the bulk of Ms. Schneider's allegations other than to assert that the City does not discriminate or retaliate and to suggest that she was an inexperienced and disgruntled employee who was upset that the City hired a third party to investigate a female police officer's claim of sexual harassment. While this defense may be enough at a merits hearing where the credibility of competing testimony can be measured, it is not enough at the probable cause stage for an employer to ask the Division to simply take it at its word, especially in the face of competing and unchallenged allegations from the complainant.

In her complaint, Ms. Schneider made the following assertions that went unaddressed in the respondent's position statement:

Madison
124 W Broadway
Monona, WI 53716
p: 608.258.9588
f: 608.258.9105

Milwaukee
111 E Wisconsin Ave
Suite 1925
Milwaukee, WI 53202
p: 414.326.3260
f: 414.224.1411

Chicago
111 E Wacker Dr.
Suite 2600
Chicago, IL 60601
p: 312.526.3220

info@fox-law.com
www.fox-law.com
toll free: 800.416.5368

Writer's E-mail
pfox@foxquick.com

EXHIBIT
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- "I expressed serious concerns regarding…the sufficiency of the respondent's remedial efforts to address the sexual harassment;"
- "I expressed serious concerns regarding…the sufficiency of the respondent's remedial efforts to address…other inappropriate sexual behavior involving City employees;"
- "I…openly questioned the sufficiency of the respondent's remedial efforts to address the sexual harassment;"
- "I … openly questioned … the sufficiency of the respondent's remedial efforts to address…other inappropriate sexual behavior involving City employees;"
- "(T)he City Administrator admonished me to not let this situation 'taint' me;"
- "I have seen my role marginalized and have been steadily ostracized by the City Administrator;"
- (The City Administrator) has instructed members of my own staff to spy on me and report anything that could advance his obvious plan to set me up for failure;"
- "I have been told by the Mayor that I have a 'target' on my back, from the City Administrator, and that my job is in jeopardy;"
- "The City Administrator has orchestrated this hostility against me in order to undermine my authority, in retaliation for my opposition to the sexual harassment of female City employees by their male co-workers and the City's inadequate response to the situation."

The City's reply is instead a series of inaccurate and irrelevant allegations that do nothing to refute her claims. Indeed, the respondent's principal defenses – that the City Administrator had consistent concerns about Ms. Schneider's skill level and that she was upset with the hiring of an outside investigator – have nothing whatsoever to do with her claims and are demonstrably false.

Until Ms. Schneider expressed concerns and openly questioned the City's handling of the sexual harassment complaints involving the police department, the City Administrator fully supported her and her work. In fact, he expressed his full support for her publicly and on record at numerous Common Council meetings throughout 2020 and 2021. The televised and recorded Common Council and Committee meetings leave no doubt of this fact or the fact that she received commendations from the Council throughout 2021. In addition, text conversations between the City Administrator and Ms. Schneider show just how disingenuous his newly alleged concerns are; they include "You are great for this position." (7/14/21), and "Thanks for all you do." (7/15/21). Exhibit 1. It was not infrequent that Ms. Schneider and the City Administrator would also have

lunch together during the business day. But these lunches and applauding texts stopped after she criticized the City's and the City Administrator's handling of the sexual harassment complaints.

Contrary to the narrative the City now wants the Division to believe, Ms. Schneider embraced the involvement of an outside investigator. In fact, prior to the external investigation, Ms. Schneider was not involved in the investigation; it had theretofore been handled internally by the police department itself. (In other words, she was not given the "responsibility to continue the internal investigation" as the respondent suggests. The police department did the internal investigation and on its own determined the discipline for the officers involved. Ms. Schneider had nothing to do with that part of the investigation. In fact, in June, 2021, the President of the Police and Fire Commission expressed his concern that Human Resources **had not** been included in the investigation). It was only through the involvement of an outside firm that Ms. Schneider learned of the full scope of the allegations, which included several female officers allegations against a number of male officers and was far more serious than she had been led to believe. This gave her great concern that the female officer's complaints were not being taken seriously and a cover up was under foot and she expressed those concerns to the City Administrator.

The City would also have the Division believe that Ms. Schneider was advised "not to interfere with the investigation," but that is also completely untrue. In fact, she was assigned by the City Administrator as the City's contact to work with the external investigator on July 8, 2021. Her responsibility was to assist and facilitate meetings, conference calls and communications between and with the attorney investigator, the City's insurer, the City Administrator, Mayor Sorenson and City Attorney Adams related to the matter. She abided by these instructions and was never once told not to interfere.

As it turned out, the police department was not forthcoming about the scope of the allegations. Until the outside investigation occurred, all Ms. Schneider knew was what she had been told by the police department – that the situation involved primarily one female officer and the alleged sharing of nude photos. However, when the complaining female officer learned of the result of the investigation – short suspensions for the male officers involved – she resigned and in the process of her scheduling an exit interview with the City (including Ms. Schneider), Ms. Schneider learned of the full scope of the allegations. This occurred on July 7, 2021. By July 8, 2021, the process of submitting the claim to the City's insurer and having an external investigation had begun. Ms. Schneider was in full agreement with this plan.

It was during this time period where things began to change for Ms. Schneider. As a conscientious and female human resources professional, she was dutiful and adamant about following appropriate protocol in investigating what was obviously a problem within the City's police department. The allegations were serious and far more involved than the sharing of nude photos as had been described to her. She recognized the problem and expressed her concern that the male officers were essentially getting off easy for behaviors that were far worse than the discipline being meted out would suggest. In response, she was told by the City Administrator to stay in her lane and that he did not want this situation – one involving serious allegations of sexual misconduct by male police officers towards female co-officers – to "taint" her and the work she was doing. He also instructed her to not inform the Common Council about the complaint or its allegations and otherwise downplayed its significance and her concerns about the behavior involved.

That he would now suggest that the real issue was that he had problems with her experience and skill set as a human resources professional is laughable and completely dishonest.

The reality of the situation is that the allegations consisted of more than the sharing of nude photos. The allegations revealed a pattern of abuse and harassment from a number of male officers towards female officers. Four female officers resigned during this time period. During a meeting on September 14, 2021, which included the City Administrator, the Mayor, and the City Attorney, Ms. Schneider expressed her concerns about the breadth of the allegations and the pattern of discrimination and sexual mistreatment occurring within the City's police department. Among the topics she questioned during the meeting included:

- That her review of the documents she received indicated a pattern of severe sexual harassment;
- That there was non-consensual sharing of nude photos of female officers during work;
- That the discipline was meager in scope (only a few officers were disciplined) and duration (only brief suspensions);
- That four female officers had resigned entirely from the police profession as a result of what occurred;
- That there is a profound lack of curiosity from the City and the police department about what happened to a former female police officer who woke up naked in a hotel room after blacking out during a police department sponsored training and a male police officer witnessed

another male officer taking her pants off the night before while she was incapacitated.

It should be noted that Ms. Schneider was the only female involved in the investigation. She expressed to the City Administrator and others within City leadership that the discipline of the male officers was inadequate and sent a message that female employees had no legitimate protection against this kind of behavior from their male co-workers. Her concerns were not taken seriously by the City Administrator, who instead sought to discredit the female officers involved and instructed Ms. Schneider to stay out of the investigation. Indeed, it was the very next day that he threatened her by stating that he did not want the investigation to "taint" her.

From that point forward, she has been ostracized by the City Administrator. In addition to the previously described decline in communication, the litany of retaliatory actions by him include at least the following:

- Reduction of staff from three HR generalists to two;
- Relocation of the HR department to the second floor storage room at City Hall without input from or notice to Ms. Schneider; "this is what you are getting" is all he told her;
- An Assistant City Attorney warned Ms. Schneider that the City Administrator was actively marginalizing her;
- Consistent interference, criticism, and shaming of Ms. Schneider and the Human Resources department by the City Administrator's assistant, as instructed by the City Administrator and despite Ms. Schneider's complaints to the City Administrator about her behavior;
- Disparaging her to other City officials, including telling an Alderperson that Ms. Schneider was "obsessing" about the sexual harassment case, but that the City would be "closing the book on the case soon;"
- On October 4, 2021, the Mayor warned Ms. Schneider that the City Administrator had her "under the microscope" because of her concerns about the sexual harassment case and that the City Administrator was using other Human Resources employees to spy on her;
- On October 6, 2021, the Mayor confessed to Ms. Schneider that the City Administrator has been "gaslighting" and "gatekeeping" her, that he has kept her out of meetings and communications, and that he disparaged her to council leadership that she was obsessive about the sexual harassment complaint;

- The Mayor also expressed to Ms. Schneider that she was being treated with abuse by the City Administrator and that based on his experience working in a women's domestic abuse shelter, she was responding to the City Administrator's treatment "exactly" as someone who is being abused;
- In early October, a newly hired HR Generalist (Nicole Geschke) confided to Ms. Schneider that another HR Generalist (Jennifer Wray) had been directed by the City Administrator to spy on Ms. Schneider and report back to him;
- The Mayor confirmed that at least two employees (Ms. Wray in HR and Sandy Halvorsen in Finance) – subordinates to Ms. Schneider – had been solicited by the City Administrator to monitor and report to him about her;
- In early November, Ms. Schneider learned from the Mayor that Ms. Schneider was accusing her of conspiring with an alderperson to undermine him;
- During this meeting on November 8, 2021, the Mayor told Ms. Schneider that the City Administrator had placed a target on her back and that he had her staff involved and against her and that she should "probably never meet with him alone anymore;"
- On November 11, 2021, Ms. Schneider met with the City Administrator, who admitted that he was using her staff to actively marginalize and work against her, at one point suggesting that the deterioration of their relationship was because of the "police thing."

At this point, Ms. Schneider's health was suffering and she was left with no reasonable alternative other than to request leave under the Family Medical Leave Act in order to recuperate. She notified the City of her need for leave on November 22, 2021 for leave to begin on November 29, 2021. Interestingly, the respondent takes umbrage with the fact that Ms. Schneider requested FMLA leave, suggesting that she did so on "little notice." There is nothing unlawful or inappropriate about the timing of Ms. Schneider's FMLA leave request. She needed FMLA; she requested it; she was approved. Why the respondent felt the need to question the timing of her request says far more about the veracity of the respondent's position in this case than it does to disparage Ms. Schneider's contentions.

II. Miscellaneous Rebuttal

Although not directly relevant to Ms. Schneider's claims, the respondent makes a number of representations that are untrue and merit response.

1. It is not true that the City re-evaluated "whether or not there was a need for a director for the Senior Center" in early 2020. The implication that Ms. Schneider was going to be let go from the Senior Center because the City planned to close it is a complete fabrication. This fact is confirmed by the former City Administrator, Darrell Hofland. (See Exhibit 2). The only thing that closed in March 2020 was the actual building due to concerns of COVID-19, but programming and staffing of the Senior Center continued and continues through to the present time at various locations.

In fact, Director Schneider held BOTH positions of Director of Human Resources and Labor Relations AND Director of Senior Services until the hiring of Emily Rendall-Araujo in December 2020. This can be verified through meeting minutes of the Senior Activity Center Commission and board of directors' minutes of the Friends of the Senior Activity Center of Sheboygan throughout 2019 and 2020.

2. It is also not true that Vicky Schneider "*did not have any appreciable prior experience working in a human resources department or holding a position of Human Resources Director in the past.*" Indeed, Ms. Schneider's work experiences include the following:

- Director of Human Resources/Compliance Officer for Villa St. Francis which is an assisted living facility on Milwaukee's south side. This was and is a highly regulated facility with many federal and state compliance expectations;
- Executive Director for McKinley Place in Cedarburg, a highly regulated facility with responsibilities that were highly involved with Human Resources;
- Human Resources Manager for Covey (formerly known as Cerebral Palsy of Mideast Wisconsin) in Oshkosh;
- Executive Director of Generations Intergenerational Center which included all responsibilities of Human Resources.

Ms. Schneider also holds a Master's degree in Management and Organizational Behavior with an emphasis in Human Resources. For reference, Ms. Schneider's c.v. is attached as Exhibit 3.

3. The respondent's description of Ms. Schneider's hiring process is also inaccurate. On approximately March 10, 2020, Mr. Hofland appointed her as the interim Director of Human Resources and Labor Relations. She thereafter applied for the permanent position of Director of Human Resources. During the application process, she participated in three rounds of interviews by a panel

which consisted of City Administrator Darrell Hofland, Chief of Police Chris Domagalski, Rae Anne Beaudry (City of Sheboygan's Insurance broker), and a member of the Sheboygan Area School District's Human Resources department. Ultimately, Ms. Schneider was selected through a competitive process, a fact that Mr. Hofland has previously and no doubt will again confirm. On May 18, 2020, her hire was presented to and approved by the Common Council. Attached as Exhibit 4 are the Common Council meeting minutes from that date.

Coincidentally, the current City Administrator was then the Common Council president and made the motion to approve her hire.

4. While it is true that Ms. Schneider's 2020 performance goals included a need for more training and understanding of MUNIS and NeoGov, it is also true that she has since taken and passed the SHRM-CP exam (in May 2021) and participated in many hours of MUNIS and NeoGov trainings throughout 2020-2021. She has also attended webinars by SHRM, as well as MRA, CVMIC and a number of other trainings and self-education.

III. ERD Officer Questions

1. The Respondent asserted that the city administrator advised the Complainant not to interfere with the investigation after the city administrator, city attorney, mayor, and the Complainant discussed the internal discrimination complaint filed by a female police officer and decided to refer the matter to an outside attorney to handle the investigation and make recommendations. The Respondent further asserted that the city administrator already had concerns about the Complainant's knowledge of work and skills related to collaboration, meeting work commitments, and technology, as noted in a December 2020 evaluation, prior to any alleged oppositional activity. Please respond to the Respondent's denial that the Complainant's gender or statutorily protected oppositional activity motivated any alleged harassment or actions related to the terms/conditions of employment.

Response: We refer to Sections I and II above. In summary, the City Administrator expressed no concerns about Ms. Schneider's performance or skills other than minimally in the December 2020 evaluation. Indeed, until she began to openly question his and the City's attention and response to the sexual misconduct situation involving the police department, he had nothing but positive things to say about her work and skills. After that, beginning in July 2021, he actively and admittedly engaged in a campaign to marginalize, disparage, and discredit her.

Response: See Sections I and II above and the attached Exhibits.

3. *If you have witnesses, who have firsthand information relevant to your complaint and are willing to provide information on a voluntary basis, please provide a list with (a) name and contact information, such as home address, phone number, or email address, and (b) the specific information each witness can verify.*

Response: Individuals who have been identified within this submission and who we believe will provide corroborating information include the following:

Darrell Hofland (former city administrator)
[redacted]

Mayor Ryan Sorenson
ryan.sorenson@sheboyganwi.gov
920-457-3317

Attorney Charles Adams
charles.adams@sheboyganwi.gov
920-459-3917

Nicole Geschke
HR Generalist
nicole.geschke@sheboyganwi.gov
920-459-3314

Vice President of the Common Council, Roberta Filicky-Peneski
roberta.filicky-peneski@sheboyganwi.gov
920-453-0602

Ms. Schneider does not have contact information for Assistant City Attorney Thomas Cameron or HR Generalist Jennifer Wray, both of whom have left City employment.

IV. Burden of Proof

A complainant's burden of proof is less at the probable cause stage than it would be at a hearing on the merits; at the probable cause stage, the complainant must present factual allegations and circumstances strong enough in themselves to warrant a prudent person to believe that discrimination occurred. *Herling v. Dealer's Office Equipment, Inc.*, LIRC 02/18/87 - ERD Case No. 8451573. To that

end, as this submission shows, Ms. Schneider has presented factual allegations that, if true, support findings of gender discrimination and retaliation. The respondent's position statement does nothing to dispose of the probability that discrimination and retaliation occurred here; instead, it merely acknowledged that the facts are in dispute and put more facts into dispute. Indeed, the brunt of the respondent's position statement – that Ms. Schneider was disgruntled that an outside investigator was brought in to review the sexual harassment complaint – is built on an untruth. The disparate nature of the parties' competing allegations requires an initial determination of probable cause so that these allegations can be tested at a hearing on the merits.

V. Legal Standard & Conclusion

Ms. Schneider has set forth sufficient evidence to prove a *prima facie* case of discrimination and retaliation under the evidentiary analysis applied pursuant to the Wisconsin Fair Employment Act.

Summarily:

1. She is a female and the only female involved in the investigation of severe allegations of sexual misconduct and discrimination brought forward by female police officers against male police officers.
2. She has presented facts that support the conclusion that she was singled out by the City Administrator for hostile and discriminatory treatment;
3. She has presented facts that support the conclusion that she was otherwise treated with hostility in the terms and conditions of her employment after raising concerns about discrimination and sexual misconduct and the City's response to the complaint;
4. She has presented facts that support the conclusion that she advocated for harsher and broader discipline for the male officers involved in the mistreatment of female officers;
5. She has presented facts that show that immediately following her open questioning of the City Administrator's and the City's attention and response to the sexual misconduct situation involving the police department, the City Administrator actively and admittedly engaged in a campaign to marginalize, disparage, and discredit her.
6. She has presented facts that show that a number of the respondent's allegations in support of its position statement are patently untrue.

The respondent's submission does nothing to rebut the strong inferences of discrimination and retaliation. Instead, its defense is merely a false narrative of factual contentions that are gross exaggerations, untruths, or otherwise tend to support rather than diffuse Ms. Schneider's allegations. She disputes the respondent's allegations and takes great exception to the descriptions that have been offered. At this stage of a discrimination complaint proceeding, the complainant's burden is to present factual allegations and circumstances strong enough in themselves to warrant a prudent person to believe that discrimination and/or retaliation occurred. Ms. Schneider – in both her Complaint and in this submission – has done at least that.

Indeed, the dishonesty of many of the respondent's allegations provides sufficient proof, in itself, to sustain Ms. Schneider's claims. "Proof that the defendant's explanation is unworthy of credence is simply one form of circumstantial evidence that is probative of intentional discrimination, and it may be quite persuasive." *Reeves v. Sanderson Plumbing Products, Inc.*, 530 U.S. 133, 147 (2000) (citing *St. Mary's Honor Center v. Hicks*, 509 U.S. 502, 517 (1993). ("[P]roving the employer's reason false becomes part of (and often considerably assists) the greater enterprise of proving that the real reason was intentional discrimination"). Thus, showing the respondent's explanations to be false allows for a reasonable inference that it is "dissembling to cover up a discriminatory purpose." *Id.* "[W]hen all legitimate reasons for rejecting an applicant have been eliminated as possible reasons for the employer's actions, it is more likely than not the employer, who we generally assume acts with *some* reason, based his decision on an impermissible consideration." *Furnco Constr. Corp. v. Waters*, 438 U.S. 567, 577, 98 S.Ct. 2943, 57 L.Ed.2d 957 (1978).

At very minimum, there should be no doubt that Ms. Schneider has met her burden at the probable cause stage of this proceeding. The disparate nature of the parties' competing allegations requires an initial determination of probable cause so that they can be tested through discovery and at a hearing on the merits.

We hope that this letter offers clarity to your questions. Should you need additional information, please contact me. Thank you for your consideration and cooperation.

Sincerely Yours,

FOX & FOX, S.C.

Peter J. Fox

Enclosures

cc: Vicky Schneider
Respondent

Department of Workforce Development
Equal Rights Division
r R
M

STATE OF WISCONSIN
DWD
Department of Workforce Development

Tony Evers r r
Amy Pechacek r r d

NOVEMBER 10, 2022

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[redacted]

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The dismissal of that part of the complaint involving sex discrimination will become final unless the Complainant submits a written appeal letter to the Division. The appeal letter must be received within 30 days of the date this determination was mailed. The appeal letter cannot be transmitted or received via email.

The appeal must be mailed to:

EQUAL RIGHTS DIVISION
819 N 6th ST
ROOM 723
MILWAUKEE WI 53203-1687

"

"

[redacted]

"

"

"

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From: ML Donohue <mldonohue@live.com>
Sent: Wednesday, August 17, 2022 2:52 PM
To: barbara.felde@sheboyganwi.gov; roberta.filicky-peneski@sheboyganwi.gov; amanda.salazar@sheboyganwi.gov; betty.ackley@sheboyganwi.gov; Angela.Ramey@sheboyganwi.gov; dean.dekker@sheboyganwi.gov; grazia.perrella@sheboyganwi.gov; zach.rust@sheboyganwi.gov; trey.mitchell@sheboyganwi.gov; joe.heidemann@sheboyganwi.gov
Cc: Sorenson, Ryan; Wolf, Todd; Garrett Erickson
Subject: Information regarding Mead Public Library

Dear Alders:

I am writing to you about what has suddenly become a controversial matter: whether Mead Public Library should be excluded from the revised and updated wage classification and step pay plan for non-represented employees that the Common Council is currently considering.

The rationale for this action, as proposed by Alder Heidemann, is that Mead Public Library has its own Board of Trustees that governs the library. The library board is charged with hiring the librarian (a department head within the city structure) and overseeing the administration of the library. See Wis. Stat. §§ 43.58 (1)(2). In that respect, the board has independence in terms of library administration. However, that independence is clearly reduced by funding considerations from the city, as well as other taxing entities.

Mead Public Library is not the only city department with a governing board that includes city employees and city residents. For example, the Police and Fire Commission has exclusive jurisdiction over the hiring, promoting, and disciplining of police officers and fire fighters. See Wis. Stat. § 62.13. The Police and Fire Commission does not have the scope of the library board's overall authority. Nonetheless, the reality of independent citizen control over city departments is well-established and greatly valued.

Mead Public Library has been a city department since 1897. It joined the city's health insurance and other benefits' package in 2008, and is governed by its terms and conditions. Its employees became fully incorporated into the city's wage scale in 2017 and are governed by its terms and conditions. If the library is removed from the wage classification and step pay plan, past history tells us that this will be the beginning of a long-term continuation of substantial underfunding of this service. This is precisely what happened in the past when the library received no or reduced funding.

I have been puzzled by the source of this deep antipathy toward Mead Library, because, with the Fire Department, it is consistently rated as the most valuable service the city provides. Perhaps it is the belief that the Mead Library Foundation can completely fund the library.

That is not possible. First, the Foundation funds would be exhausted in less than three years. Second, the Foundation's operating documents clearly provide that "contributions to the Foundation shall not be used to reduce support or commitment of local funding for libraries from the City of Sheboygan and/or the County of Sheboygan." See Article III, Articles of Incorporation.

While the Foundation may not make up for reduced city operational funding, it has made significant contributions to the library building and has supported classes, seminars workshops and events that are greatly valued by the community. From 2013 to 2022, the Foundation has provided $2,130,148 in supplemental funding

to support the library. Of that amount, $1,454,718 has been used for capital improvement projects, freeing up needed capital improvement funds for other departments that do not have similar foundations.

Mead Public Library is truly a cherished city institution. More than 32,000 city residents have library cards. **In the first six months of this year alone**, more than 100,000 people have walked through the doors of Mead Public Library and checked out over 200,000 books and materials. More than 16,000 residents have participated in library classes, seminars, workshops, and events. This is really quite extraordinary.

I hope this additional background is helpful in your deliberations, if it continues to be suggested that the library be excluded from the city's wage classification and step pay plan. As a former alder, former Mead Public Library trustee, and the mother of two wonderful boys who would have lived in the history section of the library if it had been allowed, I appreciate your consideration of my points.

Mary Lynne Donohue
920-458-1027

Jen DeMaster

From: ML Donohue <mldonohue@live.com>
Sent: Thursday, August 18, 2022 10:06 AM
To: Alderperson Barbara Felde
Subject: Re: Information regarding Mead Public Library

Thanks, Barb. I think Todd has won on not giving library pages and the custodian $15/hr--deeply unfair and nasty, but there you go. This plan to take the library out of the pay plan altogether is catastrophic.

Appreciate your support on this. I won't bug you with a phone call!

Mary Lynne

Mary Lynne Donohue
920-458-1027

From: Alderperson Barbara Felde <Barbara.Felde@sheboyganwi.gov>
Sent: Wednesday, August 17, 2022 5:08 PM
To: ML Donohue <mldonohue@live.com>
Subject: Re: Information regarding Mead Public Library

Thank you Mary Lynne. As you know I support the $15/hr pay. I am only one person. I think many on the council have heard plenty (sigh) about why the Library should be included in the wage study, etc. Your email gives me new information to chew on.

Missing your wisdom on the council. Be well

Barb Felde

Alderperson District 1

Common Council President

Chairperson License Hearing & Public Safety Committee

Chairperson Board of License Examiners

Finance & Personnel Committee Member

Senior Services Commission Member

Transit Commission Member

From: ML Donohue <mldonohue@live.com>
Sent: Wednesday, August 17, 2022 2:51 PM

From: unspecified
Sent: Monday, August 22, 2022 4:23 PM
To: Adams, Charles; Arenz, Carrie; Biebel, David; Bushman, Eric; DeBruin, Meredith; Domagalski, Christopher; Erickson, Garrett; Krueger, Kaitlyn; Montellano, Eric; Muench, Derek; Pelishek, Chad; Rendall-Araujo, Emily; Sorenson, Ryan; Stokes Michelle; Torry, Judge Natasha; Trueblood, Joe; Wolf, Todd
Subject: [Forwarded from DataCove] [Thu Nov 10 16:09:56 2022] Today's meeting notes
Attachments: Mgmt Team Notes 8-22-2022.docx

Good Afternoon,

Attached please find today's meeting notes for your reference.

Please let me know if you have any questions. Thanks!

Carrie

Carrie Arenz
Assistant to the City Administrator
City of Sheboygan, Wisconsin
920-451-2367
carrie.arenz@sheboyganwi.gov
(She/Her/Hers)

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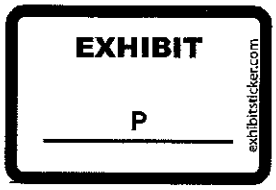

From: Hilty, Maya <MHilty@sheboygan.gannett.com>
Sent: Monday, September 12, 2022 2:22 PM
To: Wolf, Todd <Todd.Wolf@sheboyganwi.gov>
Subject: Sheboygan Press interview request

Hi Administrator Wolf,

This is Maya with the Press. I'm writing a story about city of Sheboygan director Chad Pelishek saying a racial slur in a meeting a few weeks ago and how the city responded.

I would like to ask you about Chad Pelishek's roles and responsibilities in the city and how the city responded to this incident.

Are you available to connect for 20 minutes sometime this afternoon or tomorrow?

Regards,
Maya Hilty
Reporter | USA Today Network
Phone: 920-400-7485
Twitter: @maya_hilty

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From: Wolf
Sent: Thursday, September 15, 2022 12:06 PM
To: 'Hilty, Maya'
Cc: Sorenson, Ryan
Subject: RE: Sheboygan Press interview request

Maya

I understand that you also reached out to the Mayor.

Would 3:00 or 4:00pm on Tuesday work for you to meet with both of us on the DEIB of the city?

Thanks

Todd Wolf
City Administrator
City of Sheboygan
(920) 459-3315 work
(920) 226-1698 cell

Todd.Wolf@sheboyganwi.gov
www.sheboyganwi.gov
(He/Him/His)

From: Hilty, Maya <MHilty@sheboygan.gannett.com>
Sent: Thursday, September 15, 2022 9:09 AM
To: Wolf, Todd <Todd.Wolf@sheboyganwi.gov>
Subject: Re: Sheboygan Press interview request

Hi Todd,

Thank you for the note. I believe meeting on Tuesday should work for me. What time works for you?

I will have my questions ready to send over by this afternoon or tomorrow morning.

Best,
Maya Hilty
Reporter | USA Today Network
Phone: 920-400-7485
Twitter: @maya_hilty

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Sheboygan Press.

POLITICS

Sheboygan leader uses racist slur in meeting, then city administrator's response raises more concerns



Maya Hilty
Sheboygan Press

Published 5:00 a.m. CT Oct. 10, 2022 | **Updated 1:34 p.m. CT Oct. 10, 2022**

SHEBOYGAN – A city director's use of an offensive term for Black people and the way the Sheboygan administrator responded have exacerbated what residents say are persistent equity issues at City Hall.

Chad Pelishek, Sheboygan's director of Planning and Development, said the N-word during an internal meeting of department heads in August.

Pelishek said the slur while quoting a resident's comment from a neighborhood meeting. He used the offensive word as an example of a racist incident brought to his attention and asked other department heads how the city can help address racial issues at the neighborhood level, City Administrator Todd Wolf said.

Wolf was concerned not that a white department head repeated the racist term but that other staff members told people outside the meeting about the incident.

"(Pelishek) thought he was in a safe space — and obviously one person let that out to their friends group," Wolf said. He said he was "disappointed" in a director who "let the information out."

Wolf added, "I don't want to see this employee (Pelishek) have a big tarnish on them for something that's not fair."

Wolf's reaction to the use of the offensive word in a city meeting has created concerns of its own.

"(Pelishek's) misstep is one thing," said Ale Guevara, a Sheboygan resident who said community members already have been concerned about equity and inclusion issues in city

government. "But their (city leaders') inability to deal with it reflects the deeper underlying issues that are happening.

"We don't believe in retribution. This is not about 'How is Mr. Pelishek going to be punished?'" Guevara said. "This is about, when are they going to do something to correct this, instead of hiding it? When are they going to do something about the toxicity in the city?"

As city administrator, Wolf is the primary person to address complaints about staff conduct because Sheboygan has no human resources director, said city council member Trey Mitchell, chairman of the Finance and Personnel Committee.

The human resources position has been vacant since former director Vicky Schneider resigned in June after suing the city, alleging Wolf retaliated against her for opposing sexual harassment of a female city employee, according to her complaint filed with the state Department of Workforce Development.

As of Friday, the state agency had not responded to a question of whether Schneider's case remains open.

Pelishek referred a reporter to the mayor and city administrator for comment.

As director of Planning and Development, Pelishek works with developers and local businesses, oversees code enforcement and community development block grant funding, attends city meetings and helps with programming, Wolf said.

Pelishek has been the department director since 2010, according to his LinkedIn profile.

Pelishek — whom Wolf called the "poster boy" of "other duties as assigned" — is also sustainability coordinator and sits on multiple boards and commissions, serving as chairman of the Sustainable Task Force and Sheboygan Area Room Tax Commission. He developed the city's first strategic plan and is chairman of the current revision of the plan, Wolf said.

Director to peers: 'I am sorry if you were offended'

In the August department head meeting, no one spoke up after Pelishek repeated the slur, Wolf said.

The vast majority of department heads are white. At least one is Black.

After the meeting, Wolf emailed department heads apologizing for not immediately correcting a "misstep from a team member" but said the statement with the slur was not

intended to be offensive. His email did not mention Pelishek by name.

In an interview with the Sheboygan Press, Wolf wavered on whether Pelishek using the slur was acceptable given the context.

"He did use the phrase, not with the intent to hurt or harm anyone, but with the intent to help others understand," Wolf said. "You start going, well, what's the N-word? What's the R-word? ... It's like, how do you get people to understand what you're talking about that's not acceptable (to say)?"

Wolf later said, "Racial slurs, my team already knows that's not acceptable, even in the context of educating and communicating."

Pelishek emailed a brief apology to department heads the morning after saying the slur.

"I regret saying [sic] full N word out loud and if I offended anyone it was not intended to be directed that way. I am sorry if you were offended," he wrote.

Pelishek's apology and Wolf's response both fell short, Guevara said.

"'I'm sorry if you felt offended?' No, 'I'm sorry if I offended you. I need to learn,'" she said. "And nobody checks his response to make sure he's doing it the right way? To me, that's negligence. So it goes beyond the misstep."

City leaders should show not only that they are sorry, but that they are willing to do something about it, Guevara said.

"Show us that you really care," she said. "They need to start protecting the people they are working with and the people they are working for. Because really, their bosses are the community members. Many voices are still not heard, and we don't see change."

Mayor Ryan Sorenson, who was not at the meeting in which Pelishek said the slur, said he cannot speak on personnel issues when asked if Pelishek was reprimanded, and is "not primarily responsible for human resources-type issues like this."

The incident was "a learning opportunity, not only for (Pelishek), but for everyone else," Sorenson said. "I think this is a reflection of how we can do better and how we can raise the bar for our team and understand what is appropriate and what's not appropriate in these conversations."

More: WNBPA to NBA, WNBA commissioners on Robert Sarver: It is never too late to do the right thing

Expert: Why this slur, said by a white person, hurts no matter the context

Whether retelling a story or not, it is not OK for white people to say the N-word, which was derived from the Latin word for the color black and turned into a derogatory term for enslaved people, said Leslie Laster, Director for Diversity, Accessibility and Support Services at Moraine Park Technical College.

"Some Black people, not all, use the word and have reclaimed it," Laster said. "All Black people don't agree with that, but some do, and it was just a way to say, 'You can't hurt me with this word anymore.'

"Everyone knows what the word is, and it is just as easy to say 'the N-word,'" she said. "It comes down to education and empathy."

Someone should have addressed it immediately in the meeting and later checked in on everyone in the meeting, Laster said.

"You also can't assume that that word isn't going to offend people, even if everyone in the room were white — you know, because of who they love, who they're associated with, who their friends are," she said.

"That doesn't create a safe meeting. That creates a meeting for certain people to say certain things, and that's not how you create psychological safety in the workplace."

Administrator focuses on the leak, not the slur

The day Pelishek used the racist word, Wolf told department heads not to talk about "departmental interactions" with other people.

"Please remember that our Department head meetings are to help us learn together, but only topics are to be shared with your departments," he wrote in an email. "The departmental interactions and discussions are part of the safe space that we all need. Please feel free to contact me to discuss further to help clarify and show support. Thanks for your continued support in making the City a great place of belonging."

Within the next few days, Wolf hired a diversity, equity and inclusion consultant to facilitate an "emergency meeting" with department heads, he said.

Sorenson said the meeting with the DEI consultant was to reaffirm the city's commitment to diversity, equity and inclusion work going forward.

"It was to say this was a situation that was not correct, and set the expectation for the senior leadership team of how we move forward and get better from it," Sorenson said.

Wolf said his concern was that a staff member talked about the incident outside of the department head meeting.

"People knew there was a breach of trust, and I just wanted them to understand that moving forward, we still want (department meetings) to be a space of trust," he said in response to a question about what the meeting with the DEI consultant addressed.

"Part of DEI is ... the understanding that we can and should be able to make a mistake but have a safe enough space that we can support each other through it," he said.

"We didn't know that some information was out until I talked with you, and it's like, the mayor and I were beside ourselves," Wolf told a reporter.

Wolf said he reached out to staff members, including a department head who is Black, "apologizing, things like that, saying, 'Hey, I hope you understand. I just don't want to see this blow up anymore.'"

City leaders are not trying to hide what happened but are concerned that Pelishek's comment is being taken out of context, Wolf said.

"Depending on how the (newspaper article) is written, we're going to reprimand further a good employee, and we're going to end up trashing another employee who obviously let the comment out," he said. "That employee is going to have problems because let's just face it, people are not going to trust the safe space anymore."

All city directors contacted by the Sheboygan Press declined to comment or referred a reporter to the mayor and city administrator for comment.

More: Post-2020, Sheboygan County businesses strengthen their commitments to diversity, equity and inclusion

More: Most of Sheboygan's city council members are new in the past three years. Here's a look at age, gender and racial diversity on the council.

Diversity and inclusion are priorities, city leaders say

Better serving Sheboygan's increasingly diverse community is something Sorenson campaigned on as mayor last year, he said.

Wolf also said promoting diversity, equity and inclusion is a focus for Sheboygan leaders.

About one in three people in Sheboygan (31%) is Latino, Asian, multiracial or Black, including about 1,630 city residents who identify as Black or African American and an additional 3,950 residents who are multiracial, according to the 2020 U.S. Census.

In the past two years, the city has done a lot to promote diversity and inclusion — or ensure that people of different backgrounds are treated fairly and feel comfortable and valued — while that was not a focus in the past, Sorenson and Wolf said.

Last year, the city required all employees to attend a DEI workshop about creating authentic relationships in the workplace and initiated mandatory annual trainings for all employees that include anti-harassment training. Managers also participated in a virtual training about othering and belonging, Sorenson said.

This year, the city implemented leadership trainings for 40 managers and supervisors that include topics such as inclusive leadership. The city has also offered optional trainings related to queer identities, disabilities and other topics, and is consulting with UW-Green Bay for further training opportunities, Sorenson said.

Since 2021, the city has also implemented a language line for all city services, updated the wording in job postings to reach a broader audience and initiated a DEI assessment of internal policies.

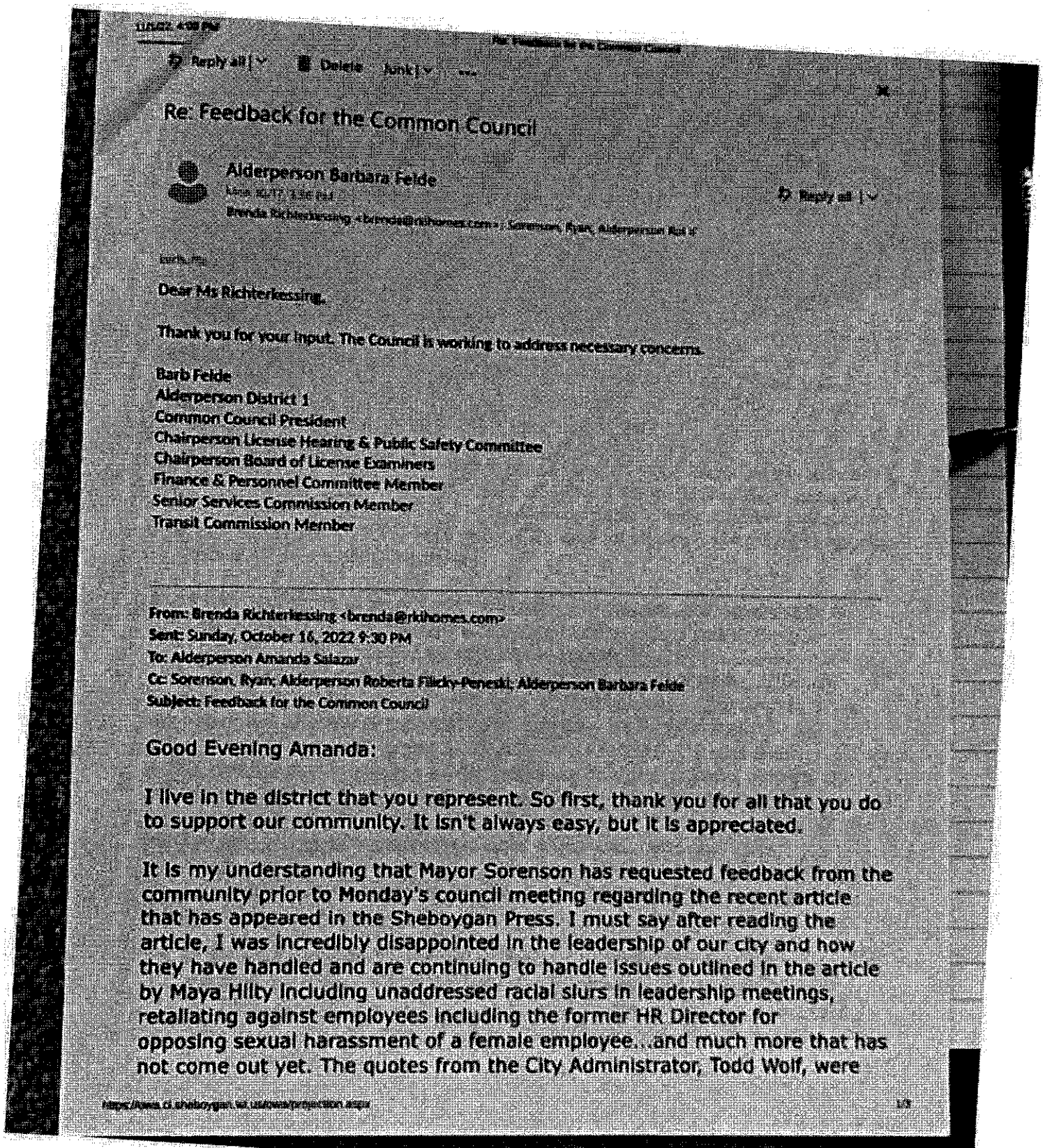
The city is incorporating diversity, equity and inclusion concepts into Sheboygan's strategic plan, integrating DEI language into the employee handbook and annual reviews, and updating pronoun language in the municipal code, Sorenson said.

"The big point I want to hammer home is we still have a ton more work to do," he said.

"We have a lot more work to do internally, setting the standard higher not only for our senior leadership team, where the bar needs to be the highest it can be, but also for all 400-plus city staff, to make sure that we're providing equitable, responsible resources to the citizens of Sheboygan," Sorenson said.

"(Diversity and inclusion) is everybody's responsibility. It's woven within a lot of the work that we do."

Reach Maya Hilty at 920-400-7485 or MHilty@sheboygan.gannett.com. Follow her on Twitter at @maya_hilty.



11/1/22, 4:08 PM Re: Feedback for the Common Council

Reply all | Delete Junk | ...

Re: Feedback for the Common Council

Alderperson Barbara Felde
Mon 10/17, 3:56 PM
Brenda Richterkessing <brenda@rkihomes.com>; Sorenson, Ryan; Alderperson Rol if

Reply all |

[illegible]

Dear Ms Richterkessing,

Thank you for your input. The Council is working to address necessary concerns.

Barb Felde
Alderperson District 1
Common Council President
Chairperson License Hearing & Public Safety Committee
Chairperson Board of License Examiners
Finance & Personnel Committee Member
Senior Services Commission Member
Transit Commission Member

From: Brenda Richterkessing <brenda@rkihomes.com>
Sent: Sunday, October 16, 2022 9:30 PM
To: Alderperson Amanda Salazar
Cc: Sorenson, Ryan; Alderperson Roberta Filicky-Peneski; Alderperson Barbara Felde
Subject: Feedback for the Common Council

Good Evening Amanda:

I live in the district that you represent. So first, thank you for all that you do to support our community. It isn't always easy, but it is appreciated.

It is my understanding that Mayor Sorenson has requested feedback from the community prior to Monday's council meeting regarding the recent article that has appeared in the Sheboygan Press. I must say after reading the article, I was incredibly disappointed in the leadership of our city and how they have handled and are continuing to handle issues outlined in the article by Maya Hilty including unaddressed racial slurs in leadership meetings, retaliating against employees including the former HR Director for opposing sexual harassment of a female employee...and much more that has not come out yet. The quotes from the City Administrator, Todd Wolf, were

https://owa.ci.sheboygan.wi.us/owa/projection.aspx 1/3

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Closed session 10-17-22 called to order at 7:06 p.m.

Alderpersons present: Felde, Ackley, Salazar, Perrella, Filicky-Peneski, Rust Dekker, Mitchell, Heidemann, Ramey – 10.

Present: Mayor Ryan Sorenson, City Attorney Chuck Adams, and City Clerk Meredith DeBruin

Council President and Vice President in City Hall on Thursday and Friday of previous week talking to employees and Mayor and City Administrator.

Council presented timeline of events. Discussion on why the City has an Administrator. Review of Municipal Code with regards to duties of City Administrator.

Discussed options:

Reprimand – public vs private

Direct to get training and/or mentor

Performance Improvement plan

There was not a sense if there should be a public reprimand (not in agreement).

Sense of council that the following should happen:

1. Mayor should talk to Todd and tell him he is responsible for any reprimands associated with Chad.
2. Mayor should talk to Chad that Todd is his boss and the council will not be acting on anything regarding Chad (they only oversee Todd).
3. Direct City Attorney office to draft Resolution that Todd should not participate in the hiring of the HR Director (all ayes, Mitchell indifferent) – with this to be submitted next Monday.
4. Direct Todd officially not to participate in any more PR

Adjourn at 9:15 p.m. in closed session Rust/Dekker

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Special Council 10/24/2022

7. R. C. No. 117-22-23 by Committee of the Whole to whom was referred Res. No. 79-22-23 by Alderpersons Felde and Filicky-Peneski establishing the 2023 Budget appropriations and the 2022 Tax Levy for use during the calendar year; recommends adopting the Resolution.

CLOSED SESSION

8. MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in sec. 19.85(f), Wis. Stats. for preliminary consideration of specific personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations.

ADJOURN MEETING

9. 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

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Called to order at 6:08 p.m.

Present:

Mayor Ryan Sorenson, Asst City Attorney Liz, City Clerk Meredith DeBruin and 10 Alders (Felde, Filicky-Peneski, Salazar, Ackley, Ramey, Dekker, Perrella, Rust, Mitchell, Heidemann).

Several job descriptions from the City Administrators position were distributed (one updated in 2020 removed Council and Mayor from some wording – did not have council approval).

Council address 3 things –

1- What is correct job description?
2- Performance review (not related to current situation – just needs to be completed)
3- Performance Improvement plan for City Administrator

Questions to be addressed:

Who is decider of action taken if Todd presses back?

See if comments re: Library was in Todd's file?

Review contract with Alonzo to see if report was to be given/taken.

Reviewed that if disciplinary action is not public – need to have common message.

Review retaliation policy from the City Handbook.

Assistant City Attorney Liz took notes regarding the description of the events and questions to ask Todd for his part of the performance review.

Adjourn at 8:42 p.m.

Sheboygan Press.

LOCAL

'People are angry': Sheboygan residents, elected officials respond to city administrator's handling of director repeating a racial slur



Maya Hilty
Sheboygan Press

Published 5:07 a.m. CT Oct. 26, 2022

SHEBOYGAN - Sheboygan is in the midst of "a public and employee relations nightmare," city council person Betty Ackley said at the city council meeting last week.

That's after a city director repeated a racial slur in an internal meeting and the Sheboygan Press reported on the city's response to concerns from other staff.

The city council discussed personnel issues in closed session on Monday and last week.

Mayor Ryan Sorenson assured a crowded room at a council meeting last week that elected officials are listening to residents' concerns, while the council voiced support for equity and government transparency.

The council also drafted a resolution limiting City Administrator Todd Wolf's responsibilities, andinstead giving Sorenson full responsibility for talking to the media as well as putting the process for hiring a director of Human Resources firmly in the hands of the mayor and council leadership.

The council "wishes to have the Mayor and the City Administrator focus on areas of strength," the proposed resolution states.

Wolf is no longer talking to the Sheboygan Press, according to a preliminary understanding with council leadership, he wrote in an email to city council leadership obtained through an open records request.

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In emails to city council members obtained by the Sheboygan Press, some residents called for a public apology from the city director who repeated the racial slur and a budget that prioritizes work in diversity, equity and inclusion, such as long-term work with a DEI professional.

Some residents asked council members to reevaluate City Director Chad Pelishek's and Wolf's fitness for their positions. Residents also emphasized the importance of hiring a Human Resources director and suggested investigating sexual harassment and workplace retaliation in the city.

Sheboygan has not had an active Human Resources director since November 2021, when the former director took leave after hiring an attorney to protect herself against workplace retaliation, she wrote in her resignation letter months later.

Sheboygan has been trying to hire a Human Resources director since the former director resigned in June. One applicant offered the position rejected the city's offer this fall. The city administrator has since hired an outside firm to assist with hiring for the position.

More: Sheboygan council approves $15 minimum wage for city employees, but it may not apply to library workers. Here's what to know.

Here's the context in which a city director said a racial slur and how the city administrator responded.

After a city employee and neighborhood liaison noticed a few uncomfortable and racist incidents while attending neighborhood association meetings, including a resident saying the N-word, she asked her supervisor how to address those situations if they happen again, according to emails obtained by the Sheboygan Press.

Her supervisor, Pelishek, Sheboygan's director of planning and development, asked other city staff for guidance at an August meeting of department heads. Pelishek said the N-word while saying that a resident had said the slur at a neighborhood meeting as he asked fellow staff how the city can help address such situations.

After other city staff raised concerns, Pelishek emailed an apology to department heads. Some residents say the apology missed the mark in failing to acknowledge the harm done.

"I regret saying [sic] full N word out loud and if I offended anyone it was not intended to be directed that way. I am sorry if you were offended," Pelishek wrote.

Wolf then hired a diversity, equity and inclusion consultant to facilitate a conversation about the incident with department heads.

Wolf was concerned not that a city leader repeated the racial slur but that city staff told people outside the meeting about the incident, saying a director who "let the information out" had breached trust.

Wolf admonishes city council for 'lack of support' in an email

After the Sheboygan Press reported on the city's response to Pelishek repeating a racial slur, City Council President Barbara Felde emailed all city employees reminding them of the city's Employee Assistance Program and a method to confidentially report suspected violations of the city's code of conduct or policies.

"While we are taking the necessary steps to address concerns, we want to extend our support to our public servants and constituents," Felde wrote. "Please know your Common Council is on standby for support."

The following day, Wolf emailed city council leadership, including Felde, Council Vice President Roberta Filicky-Peneski and Sorenson, saying the councilhas failed to support city employees.

"I have dozens of employees crying, upset and ready to quit in the lack of support from the Council in this issue and many others in the last two plus years. This includes myself for the continued harassment," Wolf wrote.

"The only support and change that the employees have said, that has been positive for the city and them has been the hiring of me into this position," Wolf wrote. "(Alders) do not ask the people for the facts and clarification. Now is a time for the City Leadership to stand for the team that provides the service that you represent.

"The team is even scared to talk to anyone, as this is not a safe place anymore. They know more from the outside than many know from the right people in Council leadership positions."

Wolf previously said he was "disappointed" in a city director who told a city council member, according to emails obtained by the Sheboygan Press, that Pelishek said the racial slur in an internal meeting.

More: Sheboygan County deputy faced firing after investigation that opened soon after he announced run for sheriff. Here's what we know.

More: Plymouth settles lawsuit of former city administrator Jordan Skiff, who was fired 9 months into the job

City council proposes limiting city administrator's responsibilities

A city council resolution proposed Monday "clarifying" the duties of the city administrator would effectively limit Wolf's responsibilities.

Although the city administrator is employed by the council and in charge of implementing council policies on a day-to-day basis, "the various roles of the City Administrator and the Mayor have evolved, often without much involving from the Common Council," the resolution states.

"The City Administrator has strong skills in project management, and the Common Council wishes to have him focus more time in this area of strength," it reads. "One way to do that is to direct the City Administrator to have the Mayor handle media relations and communication."

According to city ordinance, the director of Human Resources and Labor Relations is appointed by the council based on the recommendation from the city administrator and mayor.

Under the proposed resolution, the appointment would instead be "primarily directed by the Mayor and council leadership."

"Having that position filled by a strong candidate is one of the Common Council's highest priorities," the resolution reads.

The resolution will go to the Finance and Personnel Committee before returning to the full council for approval.

Sheboygan leaders and residents respond to concerns about city leadership and equity

At last week's council meeting, Mayor Sorenson said equity work needs to be a "fundamental component" of city operations

"We have a lot of progress that we have made over the last couple of months, but we still have a long way to go," Sorenson said.

"I want to reassure people that the city is not a safe space for racism and racial tropes and it can never be," he said. "We have a lot of work ahead of us, I know we can do better and we will do better."

The city council passed a resolution reaffirming the council's commitment to diversity, equity, inclusion and belonging.

The council "believes that our leaders and staff need to be held to a high standard on matters of equity," "understands that leaders shall offer no excuses for offensive behavior," and "understands that leaders need to operate in full transparency and accountability," the resolution states.

Sorenson said elected officials have heard from a lot constituents on how the city can improve.

"From the calls, emails and in-person conversations with residents that I have had recently about this issue, people are angry," Ackley said. "I do not believe that (Pelishek's) communication was becoming of someone representative of the city's public face and leadership. I feel like all of us should be holding ourselves to a higher standard. We must be mindful of our words, even when quoting others.

"It is time to implement actionable change, it is not time to provide lip service," Ackley said.

Russ Otten, a Sheboygan resident and chairman of the Republican Party of Sheboygan County, said during public comment at last week's city council meeting that "it's very sad for our community that the Sheboygan Press decided to sensationalize (this situation)."

"Every one of you council members knows that what was stated by Chad Pelishek was not stated by him but a repetition of what was stated by someone else. Yet, not one of you had the guts to defend him," Otten said.

"Diversity is hugely important ... but diversity should be more than (race or gender). Diversity should be about diversity of thought," he said. "When we only have one thought, and everyone has to fall in line or be ostracized, we have a problem."

Other people in public comment and emails to city council members obtained by the Sheboygan Press called for more action by the council.

"Leadership requires the willingness to learn, the ability to model and the capacity to own one's missteps," said Jamie Haack, a resident and professional of diversity and inclusion work. "I urge the common council to seriously evaluate placements of Mr. Pelishek and Mr. Wolf and their current and future abilities to serve in their roles with the knowledge, transparency and values of equity and respect that are so needed in their positions."

Brenda Richterkessing, another resident who has worked as a human resources director and taught educational seminars about sexual harassment and workplace retaliation, said in an email to the city council that, based off reporting on Wolf's response, Wolf "is handling this in the exact opposite way than he should."

"He sounds like someone that may be in over his head in terms of his ability to manage the leadership needed in our city," Richterkessing wrote. "With no (Human Resources) director ... ironically because she is also suing the city for workplace retaliation ... this is a very dangerous crisis of leadership for our city."

Reach Maya Hilty at 920-400-7485 or MHilty@sheboygan.gannett.com. Follow her on Twitter at @maya_hilty.

Item 47.

EXHIBIT

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milwaukee journal sentinel

LOCAL

Former Sheboygan human resources director alleges she was retaliated against for opposing sexual harassment in the workplace



Maya Hlity
Sheboygan Press

Published 5:26 a.m. CT Oct. 27, 2022

SHEBOYGAN - In February, Sheboygan's then human resources director filed a complaint with the state alleging the city administrator organized "hostility" against her in retaliation for her opposing sexual harassment of another city employee.

As of earlier this month, the case was still under investigation by Wisconsin's Equal Rights Division, according to the Department of Workforce Development.

"Since this is an ongoing investigation, I am not allowed to discuss anything further regarding this topic," Mayor Ryan Sorenson said in a statement. "I take this situation very seriously."

City Administrator Todd Wolf did not respond to a request for comment.

More: 'People are angry': Sheboygan residents, elected officials respond to city administrator's handling of director repeating a racial slur

More: Sheboygan council approves $15 minimum wage for city employees, but it may not apply to library workers. Here's what to know.

Former director alleges city administrator 'steadily ostracized' her

In February 2021, a police officer with the Sheboygan Police Department told the city's director of Human Resources and Labor Relations, Vicky Schneider, that she was being

sexually harassed and discriminated against by male officers and supervisors in the department, according to the female police officer's complaint filed with the state Department of Workforce Development.

"The extent of the allegations and the personnel involved in them was not fully known" by Schneider until late July 2021, she wrote in her own complaint filed with the state.

"Between this time in late July 2021 and through September 2021, I expressed serious concerns regarding and openly questioned the sufficiency of the respondent's remedial efforts to address the sexual harassment and other inappropriate sexual behavior involving City employees," Schneider wrote.

In her complaint, Schneider said Wolf told her not to let the situation "taint" her.

"Thereafter, I have seen my role marginalized and have been steadily ostracized by the city administrator," she wrote. "He has instructed members of my own staff to spy on me and report anything that could advance his obvious plan to set me up for failure," she alleged.

Schneider alleges Wolf excluded her from meetings and that he "worked to undermine my authority by implying that I was not qualified, I was struggling, or any number of insinuations," she wrote in her resignation letter addressed to the city council, Wolf and Sorenson in May.

In early November 2021, Schneider hired an attorney to protect herself against what she alleged was workplace retaliation, which "escalated significantly over the months of September, October, and into November, such that it negatively affected my physical and mental health," she wrote in her resignation letter.

She alleges city leadership was "well aware" of her experience, including that Sorenson said she had a "target" on her back from the city administrator.

As a result of the alleged retaliation, Schneider took medical leave at the end of November until it was exhausted toward the end of March 2022.

"As no significant change was offered or implemented to allow me to return to work safely over the past six months, I find that I must resign my position," she wrote.

"I want each of you to know that I truly enjoyed my work for the City of Sheboygan, and am sad that it is ending in this manner. It was a privilege to serve the community in which I raised my children and continue to enjoy its many services, parks, and natural beauty."

According to Schneider's attorney, Peter Fox, an initial determination of whether retaliation occurred had not yet been made in her case as of earlier this month.

More: Sheboygan County deputy faced firing after investigation that opened soon after he announced run for sheriff. Here's what we know.

Here's Sheboygan's policy on responding to allegations of sexual harassment

According to Sheboygan's employee handbook, any complaints of harassment should be referred from a supervisor to the department head and human resources director.

"We investigate all allegations brought to our attention," Sorenson said.

Under the direction of the human resources director, an investigation will ensure that all facts are reviewed and documented and appropriate disciplinary action is taken, if warranted.

Any employee found to have violated the harassment policy will be subject to disciplinary action, up to and including firing, and corrective action must be taken if the investigation determines other city employees are affected by or participated in the harassment.

The city "forbids retaliation" against anyone who reports or assists in the investigation of an alleged harassment complaint, and anyone who retaliates is subject to appropriate disciplinary action up to and including firing, according to the policy.

Reach Maya Hilty at 920-400-7485 or MHilty@sheboygan.gannett.com. Follow her on Twitter at @maya_hilty.

From: ML Donohue <mldonohue@live.com>
Sent: Friday, October 28, 2022 10:47 AM
To: Alderperson Barbara Felde; Roberta.Filicky-Peneski@sheboyganwi.gov; amanda.salazar@sheboyganwi.gov; betty.ackley@sheboyganwi.gov; Angela.Ramey@sheboyganwi.gov; dean.dekker@sheboyganwi.gov; grazia.perrella@sheboyganwi.gov; zach.rust@sheboyganwi.gov; trey.mitchell@sheboyganwi.gov; joe.heidemann@sheboyganwi.gov
Cc: Mayor Ryan Sorenson; Maeve Quinn; Kyle Whelton; Kristin Stearns; Noah Bartelt; Rebecca Clarke; tricia.erpelding@gmail.com; Melissa Prentice; Laster, Santino; Nancy Maring; abbyeblockcnp@gmail.com; Amanda Salazar; ryan.sorenson@sheboyganwi.gov; Dominique Lee
Subject: Diversity, Equity and Inclusion Issues in the city
Attachments: SJE RFP (2).docx

Dear alders:

I am the chair of the Sheboygan Justice Equity group that previously submitted a draft Request for Proposal to city leadership that aims to research, identify, and strategize on a process to bring a diverse, equitable and inclusive structure to city government.

As the Human Resources department could not engage, at the time, in a review of the RFP proposal, the proposal has not advanced. However, with a renewed interest in hiring an HR department head, this would be an excellent opportunity for the job search/interview process to include consideration of this proposal.

The RFP was drafted some months ago. While all of the included information may not be precisely up to date, the basic outline, with associated goals and processes, is still extremely timely.

I would ask that you review the document, and get back to me with any questions or observations you may have.

Thank you for your consideration.

Mary Lynne

Mary Lynne Donohue
[redacted]-1027

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From: Wolf
Sent: Monday, November 07, 2022 2:59 PM
To: Alderperson Amanda Salazar; Alderperson Angela Ramey; Alderperson Barbara Felde; Alderperson Betty Ackley; Alderperson Dean Dekker; Alderperson Grazia Perrella; Alderperson Joe Heidemann; Alderperson Roberta Filicky-Peneski; Alderperson Trey Mitchell; Alderperson Zach Rust
Subject: Confidential: Extremely Urgent Notice and information report to Sheboygan Common Council.
Attachments: Todd Wolf July 2020 through November 2022 Accomplishments.pdf; Confidential Report and Letter to Common Council_CA WOLF_11-7-22.pdf

Dear Members of the Sheboygan Common Council,

Please read the attached communication from me today prior to Council meeting tonight.

Thank you so kindly for your time and consideration of this communication.

Todd Wolf
City Administrator
City of Sheboygan
(920) 459-3315 work
(920) 226-1698 cell

Todd.Wolf@sheboyganwi.gov
www.sheboyganwi.gov
(He/Him/His)



EXHIBIT
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City of
Sheboygan
spirit on the lake.

November 7, 2022

Mr. Todd Wolf
[redacted] Columbus Avenue
Sheboygan, WI 53081

Dear Administrator Wolf,

I am writing at the instruction of the Common Council. As you are aware, the Common Council voted to place you on immediate, paid administrative leave pending an investigation into your conduct. You are expected to cooperate with the investigation.

Henceforth, you are not authorized to speak with any city employees or individuals conducting city business. This prohibition applies to all means of communication. You are not authorized to speak to the media about City matters. You are not allowed within all City facilities except upon invitation by council leadership, Mayor Sorenson or the City Attorney. You may not access City emails or computer systems. Failure to abide these restrictions will be deemed insubordination and may subject you to discipline. If you would like to retrieve any of your belongings, please contact Attorney Adams to coordinate that.

Mayor Sorenson, council leadership or the City Attorney's office may contact you in the near future regarding the investigation and related issues. Please make yourself available for those discussions.

Sincerely,

Charles Adams
CITY ATTORNEY

CCA/mmf

cc: Mayor Ryan Sorenson
Council President Barb Felde

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

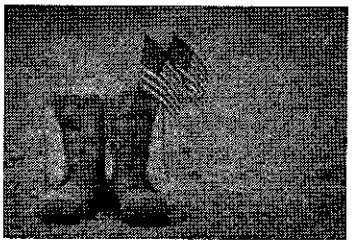
COPY

EXHIBIT
AA

exhibitsticker.com

Jen DeMaster

From: uss tten <ottenruss@rea an.com>
Sent: Monday, November 28, 2022 2:00 PM
Subject: N W A : ity Administrator to Address P aucus



R M r d r d **City Administrator, Todd Wolf, will speak at our caucus tonight**

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Tonight will be an opportunity to hear from Todd directly!

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City of
Sheboygan
spirit on the lake.

November 28, 2022

Mr. Todd Wolf
[redacted] Avenue
Sheboygan, WI 53081

Dear Administrator Wolf,

On November 7, 2022, the Common Council directed me to send you a letter, a copy of which is attached, explaining that "you are not authorized to speak with any city employees or individuals conducting city business. This prohibition applies to all means of communication." You were further advised not "to speak to the media about City matters." That letter was sent to you as an employee subject to the direction of the Sheboygan Common Council.

I have been requested to remind you that if you choose to ignore or otherwise fail to abide by the restrictions set forth in that letter, your actions will be deemed to constitute insubordination and may subject you to discipline. Please be mindful of these restrictions and the possible ramifications as you consider your speaking engagement tonight at the Republican Party of Sheboygan County's annual caucus meeting, as well as any other public event where the media and/or those doing business with the City will be present.

Please direct any questions or concerns regarding this letter to your attorney.

Sincerely,

Charles Adams
CITY ATTORNEY

CCA/mmf

Enclosure

cc: Barb Felde, Council President
Roberta Filicky-Peneski, Council Vice President
Attorney Jennifer DeMaster

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

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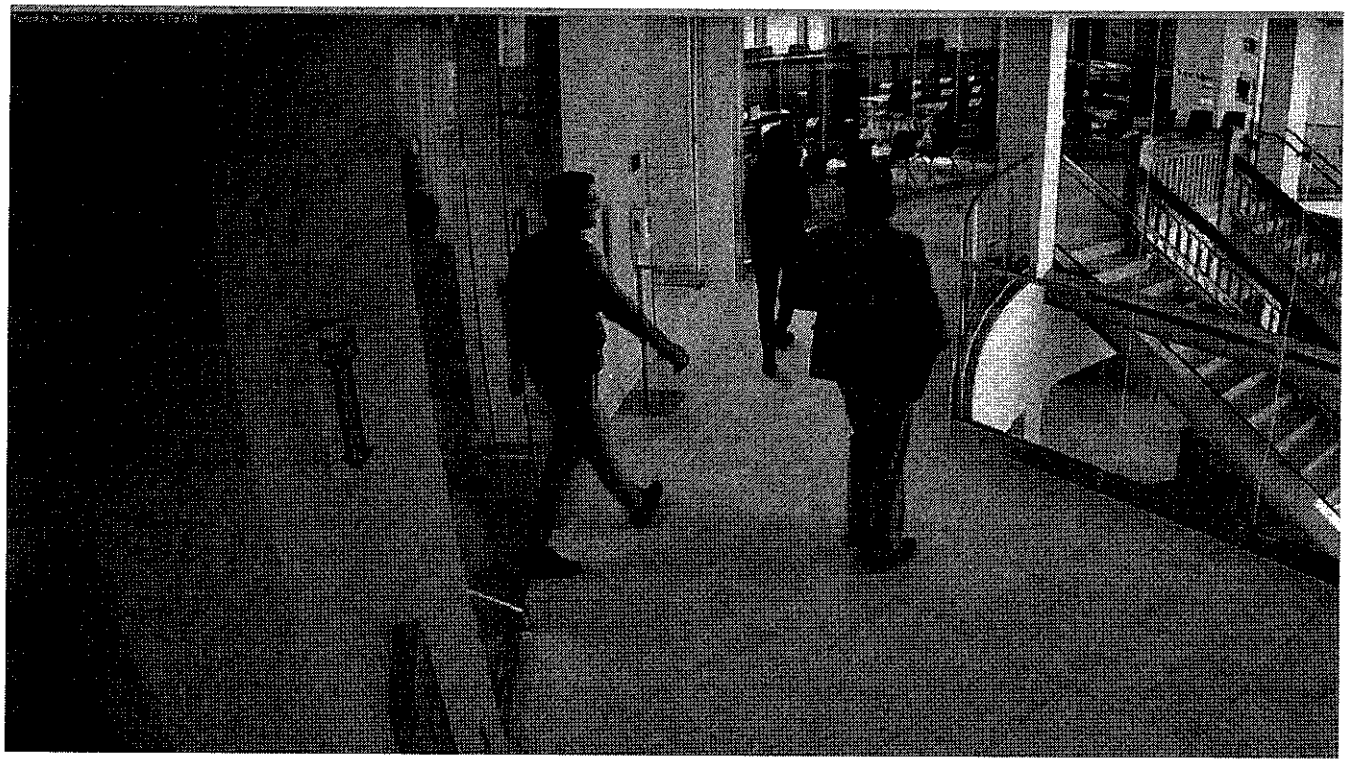

EXHIBIT

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Wisconsin Watch

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"It's very watered down and so we don't necessarily have an advocate that is fully aware of all the city issues that we have," Sorenson said. "Anecdotally, I think people feel more deflated because they're like 'Well it's gerrymandered, so what are we going to do anyway?'"



Gerrymandering refers to the centuries-old practice of lawmakers redrawing legislative boundaries after each U.S. Census to advantage themselves and their own party and disadvantage the other side. Both Republicans and Democrats do it, although some states have assigned the task of mapmaking to nonpartisan commissions.

After the 2011 redistricting, in which Republicans controlled the Legislature and governor's office, the Wisconsin Assembly maps became the most skewed toward Republicans in the country over the next five

From: Hilty, Maya <MHilty@sheboygan.gannett.com>
Sent: Friday, December 02, 2022 10:28 AM
To: Jen DeMaster
Cc: Reid, Brandon; Treinen, Mark
Subject: Re: Sheboygan Press records request
Attachments: Press request Todd emails to council Nov 7.zip

Hi Attorney DeMaster,

I am forwarding the email response to my public records request instead of screenshotting it.

Best,
Maya Hilty
Reporter | USA Today Network
Phone: 920-400-7485
Twitter: @maya_hilty

From: DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>
Sent: Wednesday, November 9, 2022 11:11 AM
To: Hilty, Maya <MHilty@sheboygan.gannett.com>
Subject: FW: Sheboygan Press records request

Good morning Maya,

Please see attached.

Have a good day and thank you!
Meredith

Meredith DeBruin
City Clerk
City of Sheboygan
828 Center Ave
Sheboygan, WI 53081
(920) 459-3364
meredith.debruin@sheboyganwi.gov

EXHIBIT
EE
exhibitsticker.com

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Re: Sheboygan Press records request

Hilty, Maya <MHilty@sheboygan.gannett.com>
To: Jan DeMaster
Cc: Reed Brandon, Trainer, Mark

Reply | Reply All | Forward | ...

Fri 12/2/2022 10:23 AM

If there are problems with how this message is displayed, click here to view it in a web browser.

Press request Todd emails to council Nov 7.zip
3 MB

Best,
Maya Hilty
Reporter | USA Today Network
Phone: 920-400-7485
Twitter: @maya_hilty

From: DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>
Sent: Wednesday, November 9, 2022 11:11 AM
To: Hilty, Maya <MHilty@sheboygan.gannett.com>
Subject: FW: Sheboygan Press records request

Good morning Maya,

Please see attached.

Have a good day and thank you!
Meredith

Meredith DeBruin
City Clerk
City of Sheboygan
828 Center Ave
Sheboygan, WI 53081
(920) 459-3364
meredith.debruin@sheboyganwi.gov

City of Sheboygan

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Personnel Records Release Authorization

I, Todd Wolf, residing at [redacted] Columbus Ave, Sheboygan, Wisconsin, 53081, pursuant to Wis. Stat. § 103.13, hereby authorize City of Sheboygan to disclose all of my employee records including but not limited to, my full and complete, unedited personnel file, medical records, documents concerning compensation, attendance, termination, discipline, transfer, promotion, any and all records that concern allegations or personnel matters involving me, documents and records discussed related to me in Common Council closed sessions as well as all documents or information created or maintained by outside counsel retained by the City to represent me and who met with me, and any or all other records encompassed by the statute to Jennifer DeMaster, Attorney at Law, 361 Falls Rd #610, Grafton, WI 53024, via PDF, copy or email to attorney@jenniferdemaster.com. This request includes all documents created, maintained, or utilized for making decisions regarding my employment including but not limited to, all documents maintained pursuant to Wis. Stat. § 104.09 and any handwritten or typed notes or oral statements taken in Common Council closed session regarding my employment, my performance, or any other matters related to my employment with the City of Sheboygan as City Administrator. I also hereby revoke all "confidential titling" and allow for any and all letters that I provided to members of the Common Council via email attachment related to my position and city affairs, including the email and attachments that I sent to all Council members on November 7, 2022 at approximately 3:00 PM.

Date: November 9, 2022

Todd Wolf

EXHIBIT

FF

exhibitsticker.com

Attorney Jennifer DeMaster

From: Attorney Jennifer DeMaster
Sent: Wednesday, November 30, 2022 12:23 PM
To: DeBruin, Meredith; Adams, Charles
Subject: OPEN RECORDS REQUEST 11-30-22 (2) - PRIORITY

Pursuant to Wisconsin's Open Records laws, including but not limited to Wis. Stat. 19.356(2)(a)(1) and (b), and as I am the legal representative for Todd Wolf as pertaining to the City's investigation into Mr. Wolf as announced via motion on November 7, 2022, I am requesting the following records be given PRIORITY in submission to me:

1. Any and all letters in full from Mayor Ryan Sorenson to any City of Sheboygan employee between November 7, 2022 - November 30, 2022 that describe, discuss, or explain the investigation into Todd Wolf including the identity of the investigator, topics and interviews to be covered, and subjects involved within this investigation.
2. All open records requests and the City's responsive submissions from Maya Hilty to the City of Sheboygan related to Todd Wolf or any records from the City involving Todd Wolf between November 7, 2022 - November 30, 2022.

This request is made pursuant to my representation of Todd Wolf City Administrator. All responsive records to this request shall be kept confidential as related to, and during the course of, the City's investigation into Todd Wolf until the duration of said investigation unless the City otherwise provides any specifications related to the confidentiality of such responsive records.

Sincerely,

Jennifer Tavares DeMaster, Esq.
Attorney at Law: Specializing in Federal Litigation, Constitutional Law & Civil Defense

361 Falls Rd #610
Grafton, WI 53024
Email: attorney@jenniferdemaster.com
Direct: 920.207.2071

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GG
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Sheboygan's city administrator has earned over $15K since being put on paid leave. His attorney alleges city leaders conspired against him.



Maya Hilty
Sheboygan Press

View Comments



SHEBOYGAN - Sheboygan City Administrator Todd Wolf is still on paid leave more than a month after the city council put him on administrative leave pending an investigation into his conduct.

City leaders have provided little information about the investigation, saying it is a personnel matter, and Mayor Ryan Sorenson said he does not know when the investigation is expected to finish.

Wolf's attorney, Jennifer DeMaster, said she is "unable to comment" on concerns voiced by residents about Wolf's response to personnel issues in the weeks before his suspension.

DeMaster instead alleges in a news release that Wolf was suspended after two members of a Sheboygan community group promoting diversity and inclusion targeted him, in collusion with city elected officials, because Wolf refused to give them money to hire diversity consultants for the city.

DeMaster and Wolf's accounts have some inconsistencies and factual inaccuracies.

EXHIBIT
HH
exhibitsticker.com

In a joint written statement, the two community members, Alexandra Guevara and Jamie Haack, said Wolf's allegations "are simply not true."

The statement says Guevara and Haack "at no point" asked for money — at a meeting Wolf set up with them — or worked with elected officials to "target" Wolf.

Some people rallied behind Wolf at a meeting of the Republican Party of Sheboygan County he attended in late November.

As the highest-paid city employee, Wolf earns about $600 a day and has earned more than $15,000 since being put on leave last month.

Here's what we know about Wolf's administrative leave and his allegations.

Wolf was put on leave as a result of concerns about his conduct, city leaders say

The city council voted 8-2 to put Wolf on leave "for the purpose of investigating allegations and concerns regarding his conduct," city council president Barb Felde said.

Mayor Sorenson declined to comment on what concerns prompted the investigation, citing the ongoing investigation.

The suspension came three weeks after some residents called Wolf's leadership into question — publicly and in emails to the council — following the Sheboygan Press reporting on Wolf's response to a city director repeating a racial slur in an internal meeting.

Some residents also raised concerns about Sheboygan's lack of a human resources director and allegations of sexual harassment and retaliation in the city.

The former human resources director resigned in June after filing a complaint with the state Equal Rights division alleging Wolf retaliated against her for opposing sexual harassment in the police department.

On Nov. 10, a few days after Wolf was placed on leave, the state found probable cause that Wolf discriminated against the former human resources director. An administrative law judge will eventually hear the case. A date for the hearing had not been set as of early this month.

The city hired outside attorney Jill Hall on Nov. 14 to investigate Wolf's conduct.

"There are many components and allegations that need to be addressed by the investigator, so we can not provide a defined dated timeline for it," Sorenson said in a statement. "We hope that the investigation will be wrapped up soon."

City attorney Chuck Adams said he does not yet know if the results of the investigation will be made public.

Wolf's attorney says he was suspended because he refused a political extortion threat

DeMaster said Wolf "has no knowledge" of allegations against him, characterizing his suspension as a "sudden" and "politically underhanded" move, though Wolf's emails suggest he was aware of some allegations against him.

Wolf wrote in an email to city council the day he was suspended, prior to the council meeting, that he faced "false accusations" in the press and publicly. He also sent the council an eight-page list of his accomplishments as city administrator for their "convenience."

DeMaster did not comment on what false accusations Wolf allegedly faced, saying city leaders prohibited him from speaking on city matters.

Wolf and DeMaster instead allege that two members of the Sheboygan DEIB, a community group promoting diversity, equity and inclusion, worked with elected officials to remove Wolf after he refused a demand for $70,000 to hire diversity consultants for the city.

Wolf's and DeMaster's accounts of the meeting at which the community members allegedly demanded money, in early October, differ.

DeMaster's news release says Wolf had the meeting arranged "following internal pressure from the Mayor and certain Alderpersons."

Wolf's email to the council says: "In late August and September 2022"—presumably after an incident in which a director said a racial slur in an internal meeting Aug. 22 — "I made several calls with DEIB leaders in the community and was referred to the 'Sheboygan DEIB' group, where a City employee set up a meeting with 'Sheboygan DEIB' reps ...

"I expected at this meeting to be provided with solutions, a business proposal, strategies or a list of trusted experts to retain for DEIB training," Wolf wrote.

Wolf alleged the community members "immediately" asked for money and threatened to oppose Wolf unless he paid them.

He "swiftly left the meeting after the women began yelling," DeMaster's news release alleges.

While DeMaster's news release alleges the members of the community group demanded $70,000 at the initial meeting, Wolf said in his email to the city council that he only later learned the amount. DeMaster declined to comment on how Wolf allegedly later learned the group was requesting the amount of $70,000.

Guevara and Haack said in a statement that Wolf's accusations are false. They said city employees invited them to meet over lunch at the Black Pig Restaurant, and two other city employees besides Wolf attended the meeting.

DeMaster's news release confirmed the meeting took place Oct. 5, but she said she is unable to comment on where the meeting took place and who else was present.

Guevara and Haack's statement said that at the meeting, "City officials stated they were interested in incorporating DEI practices at the City level to better address situations related to racism and sexual harassment."

"We clarified that the Sheboygan DEIB Steering Committee does not provide consulting services. ... To help the City achieve its goals, we suggested that the City might consider hiring DEI consultants to assist generally with its ongoing DEI work. We also suggested that the City consider hiring an HR director who had DEI knowledge and experience," Guevara and Haack's statement said.

"We never 'demanded' that the City hire such consultants, we did not offer consulting services — either individually or on behalf of Sheboygan DEIB — and we never asked to be compensated in any way," the statement said. "The lunch was polite and cordial; there was never any screaming or aggressive behavior by anyone."

Wolf alleges in his email to the council that following the meeting, the community members "(made) good on their threats" to him by informing the Sheboygan Press of the August incident in which a city director said a racial slur, saying the Sheboygan Press was not aware of the incident until early October.

Wolf's allegation is false because the Sheboygan Press had already interviewed Wolf, as well as other city leaders, about the racial slur incident in September, weeks before Wolf's Oct. 5 meeting with Guevara and Haack.

DeMaster said she was "unable to comment" on the fact that Wolf's allegation that community members went to the media to target him publicly after his meeting with them is based on false information.

Although DeMaster's news release alleges the community members colluded with elected officials to remove Wolf, she later said she did not know if that was true.

"Sometimes there'll be a couple people that have a little screw loose or two, that want to come out and demand these things or make threats, and that's fine," DeMaster said at a Nov. 28 Republican Party of Sheboygan County meeting, where she gave a "rundown" of Wolf's situation.

"The problem is ... whether those people in the community are working with elected officials to try to get rid of the thorn in their side (Todd Wolf) that is saying no to this, and we don't know that," she said. "We expect to get information about this, but we don't know."

Wolf levels new allegations against a city director

In two prior interviews about the incident, Wolf told a reporter that city Director of Planning and Development Chad Pelishek said the N-word in an August meeting of department heads, while saying that a resident had said the slur at a neighborhood meeting and asking fellow staff how the city can help address such situations.

"Chad brought up the fact that he was up against some racial slurs, and he did use the phrase, not with the intent to hurt or harm anyone, but with the intent to help others understand," Wolf said in September. "When he said it, he thought he was in a safe space — and obviously one person (another director) let that out to their friends group. But she did not make a comment, she did not address it at the time."

Wolf later alleged in his email to the council that Pelishek did not say the slur until the other director "demanded" he tell her what racial slur was said.

In a Nov. 7 email to the council, Wolf asked for the council's support in writing up the female director.

Many city directors were present at the meeting at which Pelishek said the slur. All directors contacted by the Sheboygan Press in September declined to comment.



Wolf and attorney rally support from county Republican Party

DeMaster's news release contains allegations of "egregious corruption" in the city and other claims.

For example, the news release said the city council "snuck in late at night an oral motion to immediately suspend" Wolf "within hours" of him reporting his concerns of an extortion threat to the city, calling it a "secretive measure" and saying "his statements led to his immediate suspension."

As is routine, the council meeting agenda was distributed by the City Clerk's Office days prior and noted the city council may act on closed-session personnel matters.

In emails with a reporter, DeMaster questioned the authenticity of a copy of Wolf's Nov. 7 email to the council, obtained through a public records request, saying a reporter's questions referencing the email were "premised on

false/fake made up implications of records" and that Wolf's email was something a reporter seemed to have "made up out of thin air."

DeMaster said the email was confidential and should not have been released as a public record.

At a Republican Party of Sheboygan County meeting, DeMaster posed Wolf's suspension as a threat to transparency over taxpayer dollars and an attack from "cancel-culture type people."

"The Republican Party as a whole agrees that equality is important, diversity is important," DeMaster said. "The problem is when it goes to the point of being insidious, divisive and that becomes the discriminatory faction because that's what's happening with some of these people."

She added: "As Todd kept getting more and more just inundated with things he wasn't allowed to say because of his race, because of his gender, ... because of what you look like, you're not allowed to say these kinds of terms ... these kinds of situations created a very difficult work environment."

She added, "There are good, great city employees right here in Sheboygan that are having to go through and seeing these things happen and they just want to do their job and Todd was the one that has been protecting them."

Wolf has said he supports diversity, equity and inclusion since he was hired as city administrator.

Wolf attended the party meeting and was applauded, but did not speak.

Republican Party chairman Russ Otten said at the meeting the party would set up a "defense fund" for Wolf.

A GiveSendGo fund to "help cover legal and living costs" for Wolf's family, which alleges Wolf has been "victimized by a group of WOKE radicals," had raised $3,850 as of Thursday.

More: Cities are rarely liable for damage from potholes. That can be a harsh reality for people injured, like this Sheboygan woman.

More: Sheboygan increases fines for harassing election officials. 'It's about election integrity,' city council member says.

What does the city administrator do?

The city administrator is appointed by and works under the direction of the city council, with input from the mayor.

The city administrator is responsible for managing day-to-day operation of city government, including implementing council policies, developing the annual budget, supervising all department heads and leading long-term planning for the city.

Sheboygan's city council created the city administrator position in 2011. The city had long debated the change and implemented it almost unanimously soon after then-mayor Bob Ryan again came under scrutiny for repeated allegations of heavy drinking, according to Sheboygan Press articles from 2011.

City elected officials believed the city administrator would provide more consistency in city administration, improve communication among departments and between elected officials and department heads, remove some politics from decision-making and allow for more long-term planning, according to the report from a 2010 study contracted by the city.

Wolf is Sheboygan's third city administrator, hired by the council in June 2020, after the prior administrator, Darrell Hofland, announced his retirement. Wolf was city council president at the time, having served on the council for five years, and worked as a business development manager at Curt G. Joa Inc.

According to city ordinance, the city administrator can be removed only for cause by a four-fifths vote of the common council. That means the vote of eight of the 10 council members is required to remove an administrator for inefficiency, neglect of duty, official misconduct or malfeasance in office.

Reach Maya Hilty at 920-400-7485 or MHilty@sheboygan.gannett.com.

View Comments

ttorne Jenn er DeMaster

From: Adams, arles < arles.Adams@s eboy anwi. ov>
Sent: Wednesday, December , 2022 8: AM
To: Attorney Jennifer DeMaster James . Macy
Subject: :T an you and uic follow up
ttac ments: Wolf ommunications Wit ilty. ip

The concerns of the council were related what he said in a verbal interview (or possibly more than one interview.) That said I did do a uick search and found that he did have some written communication with her and I am providing that to you in case it is of any help.

Chuck

Charles C. Adams
City Attorney
City of Sheboygan
(20) 3
charles.adams sheboyganwi.gov

Local government is the foundation of democracy if it fails democracy will fail obert W. lack

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r Attorney Jennifer DeMaster Attorney enniferdemaster.com
Tuesday December 2022 PM
Adams Charles Charles.Adams sheboyganwi.gov James . Macy ames.macy vonbriesen.com
Thank you and uick follow up

Dear Attorneys Macy and Adams

I wanted to thank you very much for meeting with me today and taking the time to go over Mr. Wolf s current situation. I know we covered a lot of area in a little amount of time but I failed to ask for one thing.

Attorney Adams in reference to the allegations you made about how Mr. Wolf spoke to the Sheboygan Press in a letter to Maya ilty I have a meeting with Todd tomorrow to give him the options you both laid out but I d like to have this letter that you stated Todd wrote to Maya Sheb Press so I can discuss that with him.

Would you be able to provide that letter to me as soon as possible before I meet with Mr. Wolf

Thank you again.

Jennifer Tavares DeMaster, Esq.



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Jen DeMaster

From: Jill Pedigo Hall <jill.hall@vonbriesen.com>
Sent: Friday, December 16, 2022 1:33 PM
To: Jen DeMaster
Subject: RE: Interview

Thank you. I can confirm this will be a private zoom meeting between myself and Mr. Wolf only. A zoom invitation will be sent today to the email address below.

Have a good weekend,

Jill Hall

Jill Pedigo Hall | von Briesen & Roper, s.c.
Direct: 608-661-3966 | Jill.Hall@vonbriesen.com

EXHIBIT
JJ
exhibitsticker.com

Jen DeMaster

From: Adams, arles < arles.Adams@s eboy anwi. ov>
Sent: Tuesday, December 20, 2022 8: 3 AM
To: wolfenterprisesyner y@ mail.com Attorney Jennifer DeMaster
c: Ma erus, i Jill Pedi o all
Subject: Directives letter
ttac ments: etter to TW Notice of nvesti ation, Directives.PD

Dear Todd

Attached please find a directives letter I am sending on behalf of the common council related to the investigation being carried out by Attorney Jill all. I understand you are meeting with her today. Please review the letter carefully in preparation for your meeting with her. Similar letters were sent to the other City employees who are being interviewed in the course of the investigation.

I hope all is well.

Chuck Adams

Charles C. Adams
City Attorney
City of Sheboygan
(20) 3
charles.adams sheboyganwi.gov

Local government is the foundation of democracy if it fails democracy will fail obert W. lack

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City of
Sheboygan
spirit on the lake.

December 19, 2022

FOR INTERNAL DISSEMINATION ONLY BY CITY ATTORNEY ON BEHALF OF THE COMMON COUNCIL

Re: Notice of Investigation and Need to Cooperate, and Directives

Dear Administrator Wolf,

The Common Council has requested I send you this letter. It is being presented to you as part of an administrative investigation conducted by the City of Sheboygan into your communications, conduct and leadership and certain allegations of inappropriate and illegal conduct made by you. The goal of this investigation is to obtain complete, objective, and impartial findings related to certain allegations that have been made. To that end, and because the it is priority to have a respectful, productive workplace culture in the City, we have hired an outside attorney experienced in conducting investigations, Jill Pedigo Hall, to carry out this process. In order to ensure a fair and objective investigation, you are directed to fully cooperate with Attorney Hall in this investigation, including to follow the directives set forth in this memo. It is my understanding that you will be participating in a Zoom interview today.

You should regard these directives as essential job duties. Please keep in mind the fundamental expectations of your position, including the responsibility that you treat all persons with professional respect, dignity, and with full regard for the consequences of your behavior as a City employee. Fulfilling that expectation is essential during this time and is appreciated and valued.
Your duty to cooperate with this inquiry requires, but is not limited to, your compliance with the following specific directives.

- **Confidentiality**: You are directed to keep confidential the existence and content of this letter and this inquiry, and your discussion with Attorney Hall regarding any aspect of the inquiry. You may not share such information with any other persons, unless a lawful reason affirmatively permits or requires you to disclose such information. For example, if you have a legal right to a representative as a function of your position within the City, then you may disclose certain information to that representative. However, you will be required to provide notice to Attorney Hall that you intend to make such disclosure prior to doing so and provide the reason for the disclosure.

  The purpose of this confidentiality instruction is to safeguard the welfare and privacy of all individuals involved. Maintaining required confidentiality will also fulfill the following necessary aspects of this investigation:
  - Compliance with City policy.

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

- Preservation of any privileges necessary for the City to protect its interests pursuant to this inquiry.
- Protection of individuals involved and participating in this matter from retaliatory, intimidating or harassing conduct.
- Preservation of the integrity and effectiveness of the inquiry.
- Your protection as a participant in this inquiry and to protect the City and you as City Administrator.

Your obligation to keep the above-stated information confidential exists until you are formally and expressly relieved of this direction by me.

- **Truthfulness**: You are directed to answer all questions posed to you by the Attorney Hall truthfully and completely. This directive to answer questions truthfully, completely, and with forthrightness is essential for purposes of the effectiveness of this inquiry. Your failure to do so may be treated as insubordination and the City may draw adverse inferences based on your failure to comply with this order.

- **No Retaliation**: You are prohibited from engaging in any retaliatory, intimidating, or harassing conduct against any person who participates in this inquiry. In turn, the City will not tolerate retaliatory conduct directed at you for your participation in this inquiry. This instruction is essential and your complete compliance is necessary. The City will not tolerate retaliatory conduct, including but not limited to backhanded comments, cold-shouldering, undermining, and other disrespectful behavior that has no place among professionals. In the event that you become aware of any retaliatory, intimidating, or harassing conduct against any participant in this inquiry, please notify the attorney interviewer and me immediately.

- **Requests for Information**: In the event you are asked to provide records, then we ask for your cooperation. If you object, then please apprise the interviewer of the reasons for your objection. Those objections will then be considered. If a lawful basis exists for the City to obtain these records, then you will be expected to comply with a directive to provide such records. Under no circumstances are you permitted to modify, alter, delete, or destroy any records related to your employment, any official or unofficial City business, or any records germane to this matter including, but not limited to, electronic records, such as text messages, email messages, social media posts and other messaging.

This inquiry is designed to get to the truth. It is vital that no City employee engages in any conduct in contravention of these directives. Our goal is to gain an understanding of the factual basis behind concerns expressed regarding your communications and conduct and also to determine whether there is factual support for the allegations, so that we can resolve any legitimate concerns and create a more productive and positive work environment. Thank you for assisting in this process.

If you have any questions regarding these directives, then please immediately forward those questions to me. The directives are effective immediately.

Sincerely,

Charles Adams
City Attorney

cc: Jill Pedigo Hall, von Briesen & Roper, s.c. via email
Liz Majerus, Assistant City Attorney

NINETEENTH REGULAR COMMON COUNCIL MEETING AGENDA

January 04, 2023 at 6:00 PM

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

"Kindness is like snow - it beautifies everything it covers" - Kahlile Gibran

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 19th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, WEDNESDAY, January 4, 2023 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**
   Alderpersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely.

2. **Pledge of Allegiance**

3. **Approval of Minutes**
   Eighteenth Regular Council Meeting held on December 19, 2022

4. **Mayoral Appointments**
   Adam Westbrook to be appointed as Director of Human Resources and Labor Relations for the City of Sheboygan

5. **Mayoral Appointments**
   David Gladis to the Sustainability Task Force

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

7. **Mayor's Announcements**
   Upcoming Community Events, Proclamations, Employee Recognitions

EXHIBIT
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CONSENT

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

9. R. C. No. 155-22-23 by Finance and Personnel Committee to whom was referred Res. No. 111-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute

Application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide; recommends adopting the Resolution.

RESOLUTIONS

10. Res. No. 116-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a Consent to Assignment by and between the City of Sheboygan, Healics Clinics, Inc. and SolidaritUS Health Inc. and also an Amended and Restated Services Agreement with SolidaritUS Health Inc. regarding the provision of an employer health clinic. SUSPEND THE RULES AND ADOPT THE RESOLUTION

11. Res. No. 118-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Memorandum of Understanding with the Sheboygan Professional Police Officers' Supervisory Association. REFER TO FINANCE AND PERSONNEL COMMITTEE

12. Res. No. 117-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project. REFER TO PUBLIC WORKS COMMITTEE

13. Res. No. 119-22-23 by Alderpersons Felde and Ackley 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. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

14. R. C. No. 156-22-23 by Finance and Personnel Committee to whom was referred Res. No. 110-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services; recommends amending the Resolution to limit spending authorization to $7,000.00. RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

15. MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. s. 19.85(1)(e) for deliberating or negotiating the purchase of public properties, to wit: the purchase of property for right-of-way purposes adjacent to the SouthPointe Enterprise Campus, where competitive or bargaining reasons require a closed session; AND pursuant to Wis. Stat. s. 19.85(1)(f) for consideration of personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations, AND under the exemption provided in Wis. Stat. s. 19.85(1)(g) for conferring with legal counsel for the City who is expected to render oral advice concerning strategy to be adopted by the City with respect to litigation in which it is likely to become involved.

ADJOURN MEETING

16. 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

Wednesday, January 04, 2023

OPENING OF MEETING

1. **Roll Call**
   Alderpersons Present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar – 10.

EXHIBIT
MM
exhibitsticker.com

2. **Pledge of Allegiance**

3. **Approval of Minutes**

   MOTION TO APPROVE THE MINUTES FROM THE EIGHTEENTH REGULAR COUNCIL MEETING HELD ON DECEMBER 19, 2022
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

4. **Mayoral Appointments**
   Adam Westbrook to be appointed as Director of Human Resources and Labor Relations for the City of Sheboygan – Lays over.

5. **Mayoral Appointments**
   David Gladis to the Sustainability Task Force – Lays over.

6. **Public Forum**
   Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

7. **Mayor's Announcements**
   Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

9. R. C. No. 155-22-23 by Finance and Personnel Committee to whom was referred Res. No. 111-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute Application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide; recommends adopting the Resolution.

   MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey,

Rust, Salazar - 10.

RESOLUTIONS

10. Res. No. 116-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a Consent to Assignment by and between the City of Sheboygan, Healics Clinics, Inc. and SolidaritUS Health Inc. and also an Amended and Restated Services Agreement with SolidaritUS Health Inc. regarding the provision of an employer health clinic.

    MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

11. Res. No. 118-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Memorandum of Understanding with the Sheboygan Professional Police Officers' Supervisory Association. REFER TO FINANCE AND PERSONNEL COMMITTEE

12. Res. No. 117-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project. REFER TO PUBLIC WORKS COMMITTEE

13. Res. No. 119-22-23 by Alderpersons Felde and Ackley 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. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

14. R. C. No. 156-22-23 by Finance and Personnel Committee to whom was referred Res. No. 110-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services; recommends amending the Resolution to limit spending authorization to $7,000.00.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION
    Motion made by Mitchell, Seconded by Filicky-Peneski.
    Before action was taken,
    City Attorney Chuck Adams spoke about the amendment.
    Alderperson Mitchell withdrew his original motion and made a motion to adopt the Resolution as it was originally submitted.
    Motion made by Mitchell, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

OTHER MATTERS AUTHORIZED BY LAW
None

CLOSED SESSION

15. MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. s. 19.85(1)(e) for deliberating or negotiating the purchase of public properties, to wit: the purchase of property for right-of-way purposes

adjacent to the SouthPointe Enterprise Campus, where competitive or bargaining reasons require a closed session; AND pursuant to Wis. Stat. s. 19.85(1)(f) for consideration of personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations, AND under the exemption provided in Wis. Stat. s. 19.85(1)(g) for conferring with legal counsel for the City who is expected to render oral advice concerning strategy to be adopted by the City with respect to litigation in which it is likely to become involved.

Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

ADJOURN MEETING

16. Motion to Adjourn

MOTION TO ADJOURN IN CLOSED SESSION AT 9:06 PM
Motion made by Ackley, Seconded by Filicky-Peneski
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

THIRD SPECIAL COMMON COUNCIL MEETING AGENDA

January 09, 2023 at 5:15 PM or Immediately following the Finance and Personnel Committee Meeting

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

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 3rd Special Meeting of the 2022-2023 Common Council at 5:15 PM or Immediately following the Finance and Personnel Committee meeting, MONDAY, January 9, 2023 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**
   Alderpersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely.

2. **Pledge of Allegiance**

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

RESOLUTIONS

4. Res. No. 120-22-23 by Alderpersons Felde and Filicky-Peneski terminating Todd Wolf as City Administrator pursuant to Paragraph 12(a) of his Employment Agreement with the City and authorizing the payment of severance pursuant to Paragraph 13 of said Employment Agreement.

ADJOURN MEETING

5. 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

EXHIBIT
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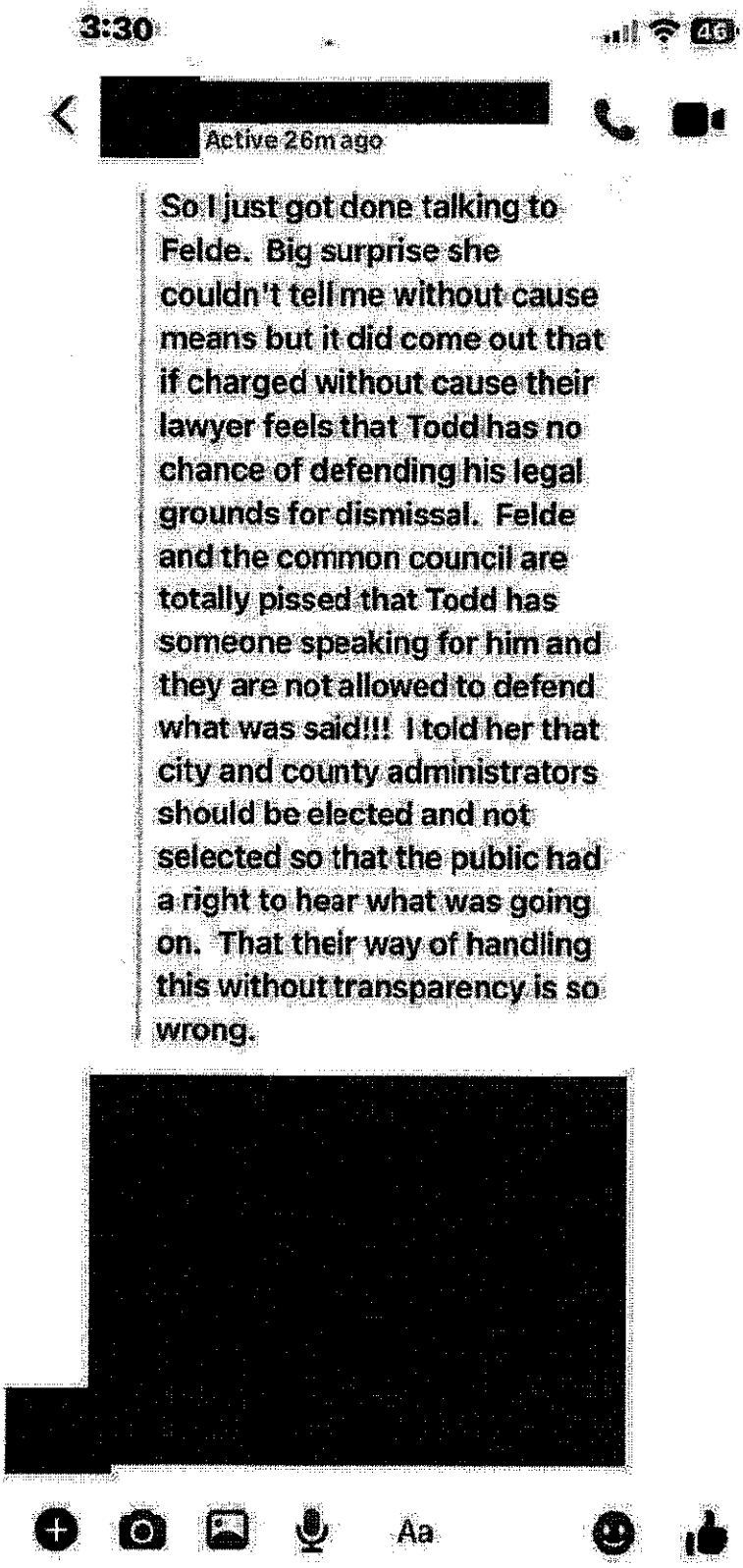

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EXHIBIT

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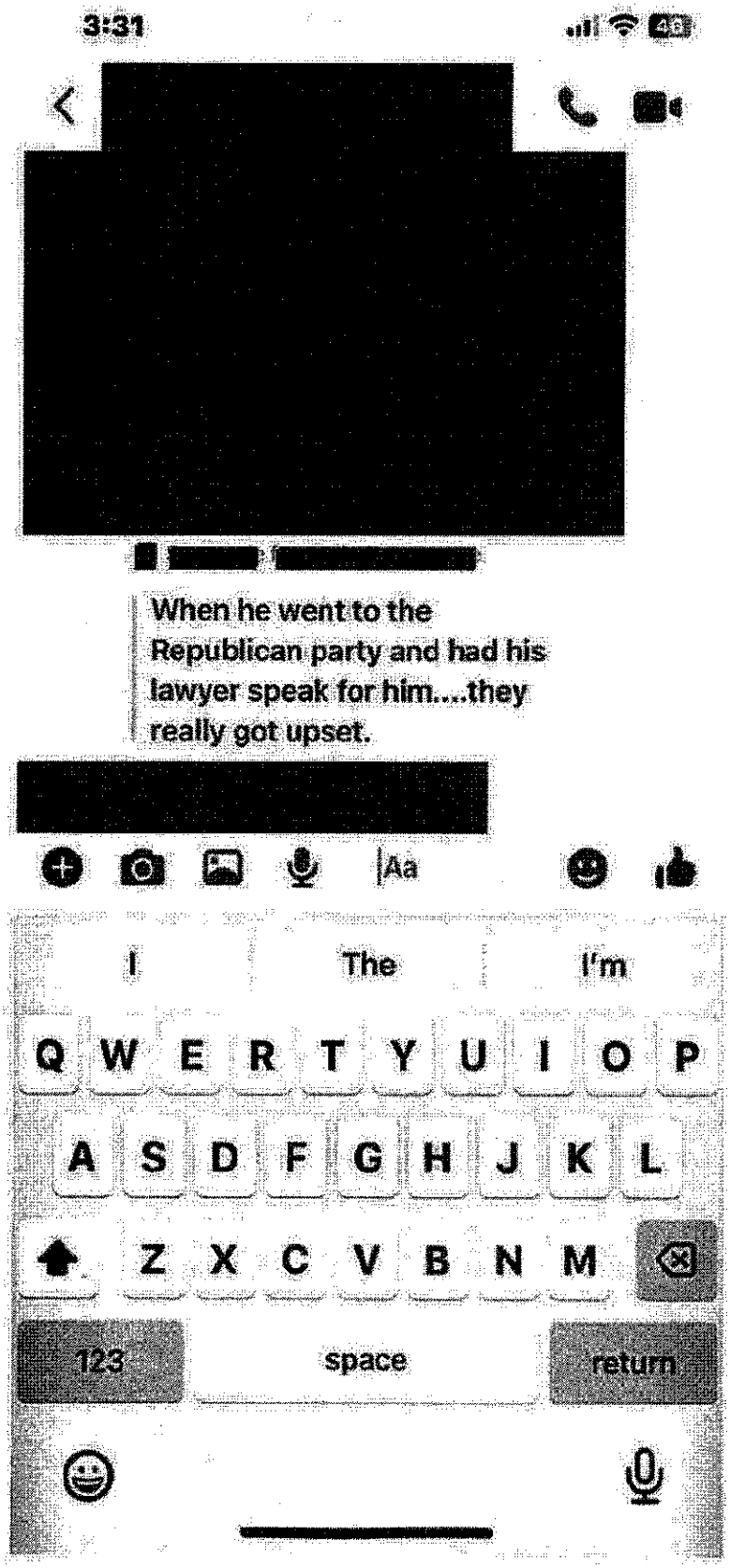

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Sheboygan city administrator fired after investigation. His supporters want details why.

{ HYPERLINK "https://www.sheboyganpress.com/staff/7964665002/maya-hilty/" }
January 10, 2023
Sheboygan Press

SHEBOYGAN - Sheboygan fired city administrator Todd Wolf at a crowded city council meeting Monday.

The council voted to { HYPERLINK "https://www.sheboyganpress.com/story/news/local/2022/11/09/sheboygan-city-administrator-todd-wolf-leave-conduct-under-investigation/69629996007/" } and hired an outside attorney to investigate concerns about his conduct.

The attorney finished her investigation and presented a preliminary report to the council last week, council Vice President Roberta Filicky-Peneski said. After hearing the preliminary findings, the council weighed different options and a majority felt firing Wolf without cause was the best option, city council member Dean Dekker said.

The { HYPERLINK "https://www.sheboyganwi.gov/officials/common-council/" } voted 8-2 to fire Wolf without cause, with Joe Heidemann and Trey Mitchell opposing the move. Many people in the audience at the meeting also opposed the move.

City leaders have said little about the findings of the nearly two-month investigation, citing personnel matters, but Mayor Ryan Sorenson said it uncovered "significant" concerns, including Wolf making false statements and becoming a legal liability for the city.

EXHIBIT
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The city chose to fire Wolf without cause, rather than for cause, to save money and "minimize the negative impact on both Wolf and other city employees," according to the city council resolution.

{ HYPERLINK "https://www.sheboyganpress.com/picture-gallery/news/2023/01/10/sheboygan-citizens-fill-council-chambers-meeting-city-administrator/11021377002/" }

Firing Wolf for cause would have increased the city's legal fees and drawn out the process longer, Sorenson said.

"Once the report becomes public, I hope folks will understand the difficult decision that the city council had to make tonight," he said.

The preliminary investigation report will become public, but Sorenson does not know when. "I hope it comes sooner than later," he said.

Because Wolf was fired without cause, the city will pay him six months' salary — nearly $79,000 — and benefits.

The Sheboygan Press is seeking comment from Wolf's attorney.

{ INCLUDEPICTURE "https://www.gannett-cdn.com/-mm-/ae0fc9c06707a628d26ee7a1cb7689ef8b591576/c=33-0-2031-2664/local/-/media/2017/04/18/WIGroup/Sheboygan/636281531829025841-she-n-Sheboygan08-city-officials-sworn-in-0418-gck-.JPG?width=300&height=400&fit=crop&format=pjpg&auto=webp" * MERGEFORMATINET }

Wolf made Sheboygan vulnerable to lawsuits, mayor says

Sorenson said at this point, he cannot comment on most findings of the investigation.

A { HYPERLINK "https://www.sheboyganpress.com/story/news/local/2022/12/16/sheboygan-administrator-todd-wolf-paid-leave-attorney-says-leaders-conspired/69627676007/" }, hours before the council voted to put him on administrative leave, "raised a lot of red flags," including statements that "can be proven false" with other documentation, Sorenson said.

In the letter, Wolf made "strong accusations" that he was extorted by members of the community at an Oct. 5 meeting. Sorenson said the community members did not demand money at that meeting, where there were other city staff present. The community members have denied the allegation publicly and issued a cease-and-desist letter to the city, which put the city "in a significant legal situation," Sorenson said.

Sheboygan already { HYPERLINK "https://www.sheboyganpress.com/story/news/local/2022/10/27/former-sheboygan-hr-director-alleges-retaliated-against-opposing-sex-harassment/69574571007/" }, who resigned in June after filing a complaint with the state Equal Rights Division alleging Wolf discriminated against her.

Sorenson added: "There were many different communications where Administrator Wolf was told that some of his comments are not true, and he kept doubling down on comments, even knowing that they weren't true, so that was another component that gave us significant pause."

Wolf also did not follow instructions from the council while on leave, Sorenson said.

"When you conduct an investigation like this, you ask that person not to interfere with it. You say ... keep it to yourself right now, and ... there were multiple violations of that," he said.

More:{ HYPERLINK "https://www.sheboyganpress.com/story/news/local/2022/10/26/sheboygan-n-word-racial-slur-incident-prompts-call-change-city/69574563007/" \t "_blank" }

People claim Wolf's firing was political. Here's how elected officials across the spectrum responded.

{ INCLUDEPICTURE "https://www.gannett-cdn.com/presto/2023/01/10/PSHE/c014bb0b-4a91-4952-8940-af7c3254874c-010923_SHE_City_Hall_Todd_Wolf_situation_gck-11.JPG?width=660&height=453&fit=crop&format=pjpg&auto=webp" * MERGEFORMATINET }

Many people at the city council meeting opposed the decision to fire Wolf, especially without cause.

"This (without cause) leads me to understand — and I think everybody else in the room — that this (investigation) did not find any problems with the city administrator's conduct," former mayor Mike Vandersteen said.

Vandersteen said Wolf has worked "transparently and diligently" and made many notable accomplishments as administrator.

"Did Todd Wolf steal money? ... Is he a target of a witch hunt? The council has said nothing," said Aaron Guenther, who is running for a city council seat in April. "I demand that you release the investigation ... to the public because we deserve to know."

Russ Otten said the council wants to fire Wolf because they "don't like the way he stood up to the demands of a far-left group." Otten, chairman of the Republican Party of Sheboygan County, encouraged party members to attend the meeting to stand against corruption.

More:{ HYPERLINK "https://www.sheboyganpress.com/story/news/politics/elections/2023/01/10/sheboygan-county-spring-2023-election-candidates-ballot-how-to-vote/69636883007/" \t "_blank" }

Dekker said the decision was "in no way, shape or form political," despite audience members' comments.

"Personally, after hearing the synopsis, and weighing the options before us, I have to come to the conclusion that this is in the best interest of our employees," Dekker said. "To take care of our employees is important to us. One employee doesn't stand over all the rest of our employees. To put our employees through something like this is not right."

Sorenson similarly said, after the vote, "Personnel issues are not supposed to become political issues, and I'm sad that it came down to that."

"Nobody wants to do this. Todd and I got along great professionally," Sorenson said. "He made some decisions that put the city in a very difficult situation, and actions have consequences. People should feel safe to come to work. People shouldn't have to be fearful of retaliation. People should have to come to work in a professional manner."

Heidemann, who made an unsuccessful motion for the council to give Wolf a "written warning" instead of firing him, said the investigation "was far from conclusive."

Heidemann said he cannot comment on closed session, but he said the decision is not fair to Wolf.

"Bring that out in the open, let the citizens decide," he said. "They (other council members) don't want to do that because they can hide behind closed session. That's not good governance."

Mitchell, the other city council member to vote against firing Wolf, said he did not think the move was morally just and Sheboygan "is better off having had" Wolf.

"Given the public nature of last night's action, I do not believe it completely qualified as a confidential, internal personnel matter anymore," Mitchell said in an email. He could not share more information about the matter because it was discussed in closed session meetings, he wrote.

‘People are angry’: Sheboygan residents, elected officials respond to city administrator’s handling of director repeating a racial slur

{ HYPERLINK "https://www.sheboyganpress.com/staff/7964665002/maya-hilty/" }

January 9, 2023 9:50pm

Sheboygan Press

{ INCLUDEPICTURE "https://www.gannett-cdn.com/presto/2021/04/21/PSHE/3ef0e2db-6803-49c6-84e3-d32f3dc385a6-SHE_042021_Sheboygan_Elected_Officials_sworn_in-gck-011.JPG?width=300&height=384&fit=crop&format=pjpg&auto=webp" * MERGEFORMATINET }

SHEBOYGAN - Sheboygan is in the midst of “a public and employee relations nightmare,” city council person Betty Ackley said at the city council meeting last week.

That’s after a city director repeated a racial slur in an internal meeting and the { HYPERLINK "https://www.sheboyganpress.com/story/news/politics/2022/10/10/sheboygan-city-leader-uses-n-word-raising-concerns-inclusion/10380097002/" } to concerns from other staff.

The { HYPERLINK "https://www.sheboyganwi.gov/officials/common-council/" } discussed personnel issues in closed session on Monday and last week.

Mayor Ryan Sorenson assured a crowded room at a council meeting last week that elected officials are listening to residents’ concerns, while the council voiced support for equity and government transparency.

The council also drafted a resolution limiting City Administrator Todd Wolf's responsibilities, andinstead giving Sorenson full responsibility for talking to the media as well as putting the process for hiring a director of Human Resources firmly in the hands of the mayor and council leadership.

The council "wishes to have the Mayor and the City Administrator focus on areas of strength," the proposed resolution states.

Wolf is no longer talking to the Sheboygan Press, according to a preliminary understanding with council leadership, he wrote in an email to city council leadership obtained through an open records request.

{ INCLUDEPICTURE "https://www.gannett-cdn.com/-mm-/bcea4489598ab37f0b063aae211da5deed4235ad/c=87-19-415-457/local/-/media/2018/03/23/WIGroup/Sheboygan/636574137256104614-B9317733987Z-1-20150615204107-000-GBLB3D29I-1-0.jpg?width=300&height=401&fit=crop&format=pjpg&auto=webp" * MERGEFORMATINET }

In emails to city council members obtained by the Sheboygan Press, some residents called for a public apology from the city director who repeated the racial slur and a budget that prioritizes work in diversity, equity and inclusion, such as long-term work with a DEI professional.

Some residents asked council members to reevaluate City Director Chad Pelishek's and Wolf's fitness for their positions. Residents also emphasized the importance of hiring a Human Resources director and suggested investigating sexual harassment and workplace retaliation in the city.

Sheboygan has not had an active Human Resources director since November 2021, when the former director took leave after hiring an attorney to protect herself against workplace retaliation, she wrote in her resignation letter months later.

Sheboygan has { HYPERLINK "https://www.sheboyganpress.com/story/news/politics/2022/07/27/sheboygan-city-employee-raises-amid-ongoing-wisconsin-labor-shortage/7821635001/" }. One applicant offered the position rejected the city's offer this fall. The city administrator has since hired an outside firm to assist with hiring for the position.

More:{ HYPERLINK "https://www.sheboyganpress.com/story/news/local/2022/10/19/sheboygan-city-council-sets-15-dollar-minimum-wage-city-workers/10535637002/" \t "_blank" }

Here's the context in which a city director said a racial slur and how the city administrator responded.

After a city employee and neighborhood liaison noticed a few uncomfortable and racist incidents while attending neighborhood association meetings, including a resident saying the N-word, she asked her supervisor how to address those situations if they happen again, according to emails obtained by the Sheboygan Press.

Her supervisor, Pelishek, Sheboygan's director of planning and development, asked other city staff for guidance at an August meeting of department heads. Pelishek said the N-word while saying that a resident had said the slur at a neighborhood meeting as he asked fellow staff how the city can help address such situations.

After other city staff raised concerns, Pelishek emailed an apology to department heads. Some residents say the apology missed the mark in failing to acknowledge the harm done.

"I regret saying [sic] full N word out loud and if I offended anyone it was not intended to be directed that way. I am sorry if you were offended," Pelishek wrote.

Wolf then hired a diversity, equity and inclusion consultant to facilitate a conversation about the incident with department heads.

Wolf was concerned not that a city leader repeated the racial slur but that city staff told people outside the meeting about the incident, saying a director who "let the information out" had breached trust.

{ INCLUDEPICTURE "https://www.gannett-cdn.com/presto/2021/06/10/PSHE/a9ec2520-b8ce-4b74-967b-91eba6f46eb9-SHE_060921_South_Pointe_Enterprise_Campus_gck-002.JPG?width=660&height=489&fit=crop&format=pjpg&auto=webp" * MERGEFORMATINET }

Wolf admonishes city council for 'lack of support' in an email

After the Sheboygan Press reported on the city's response to Pelishek repeating a racial slur, City Council President Barbara Felde emailed all city employees reminding them of the city's Employee Assistance Program and a method to confidentially report suspected violations of the city's code of conduct or policies.

"While we are taking the necessary steps to address concerns, we want to extend our support to our public servants and constituents," Felde wrote. "Please know your Common Council is on standby for support."

The following day, Wolf emailed city council leadership, including Felde, Council Vice President Roberta Filicky-Peneski and Sorenson, saying the councilhas failed to support city employees.

"I have dozens of employees crying, upset and ready to quit in the lack of support from the Council in this issue and many others in the last two plus years. This includes myself for the continued harassment," Wolf wrote.

"The only support and change that the employees have said, that has been positive for the city and them has been the hiring of me into this position," Wolf wrote. "(Alders) do not ask the people for the facts and clarification. Now is a time for the City Leadership to stand for the team that provides the service that you represent.

"The team is even scared to talk to anyone, as this is not a safe place anymore. They know more from the outside than many know from the right people in Council leadership positions."

Wolf previously said he was "disappointed" in a city director who told a city council member, according to emails obtained by the Sheboygan Press, that Pelishek said the racial slur in an internal meeting.

More:{ HYPERLINK "https://www.sheboyganpress.com/story/news/politics/elections/2022/10/18/sheboygan-county-sheriff-candidate-jarrod-fenner-faced-firing-lying-resigned/8208123001/" \t "_blank" }

More:{ HYPERLINK "https://www.sheboyganpress.com/story/news/local/2022/10/13/plymouth-settles-lawsuit-former-city-administrator-jordan-skiff-after-firing/10480239002/" \t "_blank" }

City council proposes limiting city administrator's responsibilities

A city council resolution proposed Monday "clarifying" the duties of the city administrator would effectively limit Wolf's responsibilities.

Although the city administrator is employed by the council and in charge of implementing council policies on a day-to-day basis, "the various roles of the City Administrator and the Mayor have evolved, often without much involving from the Common Council," the resolution states.

"The City Administrator has strong skills in project management, and the Common Council wishes to have him focus more time in this area of strength," it reads. "One way to do that is to direct the City Administrator to have the Mayor handle media relations and communication."

According to city ordinance, the director of Human Resources and Labor Relations is appointed by the council based on the recommendation from the city administrator and mayor.

Under the proposed resolution, the appointment would instead be "primarily directed by the Mayor and council leadership."

"Having that position filled by a strong candidate is one of the Common Council's highest priorities," the resolution reads.

The resolution will go to the Finance and Personnel Committee before returning to the full council for approval.

Sheboygan leaders and residents respond to concerns about city leadership and equity

{ INCLUDEPICTURE "https://www.gannett-cdn.com/presto/2019/12/21/PSHE/e8089db7-35d8-4431-83fa-1695e2e0b3cb-090319_SHE_Sheboygan_City_Hall_Ribbon_Cutting_gck-02.jpg?width=660&height=427&fit=crop&format=pjpg&auto=webp" * MERGEFORMATINET }

At last week's council meeting, Mayor Sorenson said equity work needs to be a "fundamental component" of city operations.

"We have a lot of progress that we have made over the last couple of months, but we still have a long way to go," Sorenson said.

"I want to reassure people that the city is not a safe space for racism and racial tropes and it can never be," he said. "We have a lot of work ahead of us, I know we can do better and we will do better."

The city council passed a resolution reaffirming the council's commitment to diversity, equity, inclusion and belonging.

The council "believes that our leaders and staff need to be held to a high standard on matters of equity," "understands that leaders shall offer no excuses for offensive behavior," and "understands that leaders need to operate in full transparency and accountability," the resolution states.

Sorenson said elected officials have heard from a lot constituents on how the city can improve.

"From the calls, emails and in-person conversations with residents that I have had recently about this issue, people are angry," Ackley said. "I do not believe that (Pelishek's) communication was becoming of someone representative of the city's public face and leadership. I feel like all of us should be holding ourselves to a higher standard. We must be mindful of our words, even when quoting others.

"It is time to implement actionable change, it is not time to provide lip service," Ackley said.

Russ Otten, a Sheboygan resident and chairman of the Republican Party of Sheboygan County, said during public comment at last week's city council meeting that "it's very sad for our community that the Sheboygan Press decided to sensationalize (this situation)."

"Every one of you council members knows that what was stated by Chad Pelishek was not stated by him but a repetition of what was stated by someone else. Yet, not one of you had the guts to defend him," Otten said.

"Diversity is hugely important ... but diversity should be more than (race or gender). Diversity should be about diversity of thought," he said. "When we only have one thought, and everyone has to fall in line or be ostracized, we have a problem."

Other people in public comment and emails to city council members obtained by the Sheboygan Press called for more action by the council.

"Leadership requires the willingness to learn, the ability to model and the capacity to own one's missteps," said Jamie Haack, a resident and professional of diversity and inclusion work. "I urge the common council to seriously evaluate placements of Mr. Pelishek and Mr. Wolf and their current and future abilities to serve in their roles with the knowledge, transparency and values of equity and respect that are so needed in their positions."

Brenda Richterkessing, another resident who has worked as a human resources director and taught educational seminars about sexual harassment and workplace retaliation, said in an email to the city council that, based off reporting on Wolf's response, Wolf "is handling this in the exact opposite way than he should."

"He sounds like someone that may be in over his head in terms of his ability to manage the leadership needed in our city," Richterkessing wrote. "With no (Human Resources) director ... ironically because { HYPERLINK "https://www.sheboyganpress.com/story/news/politics/2022/10/10/sheboygan-city-leader-uses-n-word-raising-concerns-inclusion/10380097002/" } ... this is a very dangerous crisis of leadership for our city."

Reach Maya Hilty at 920-400-7485 or { HYPERLINK "mailto:MHilty@sheboygan.gannett.com" }*. Follow her on Twitter at* { HYPERLINK "https://twitter.com/maya_hilty" }.

ttorne Jenn er DeMaster

From: Adams, arles < arles.Adams@s eboy anwi. ov>
Sent: riday, January 3, 2023 0:33 AM
To: Attorney Jennifer DeMaster
c: offman, at ryn Ma erus, i James . Macy
Subject: ecord release
ttac ments: losed session 0 22.pdf losed 0 2 22.pdf losed 22.pdf losed ession . .23.PD

Atty. DeMaster

I am attaching minutes from four closed sessions of the Common Council.

I am doing so for two reasons irst you re uested the release of the minutes of the October 2022 meeting. I believe that re uest which could not have been fulfilled prior to Monday night is now fulfillable. Second we have received a public records re uest for these minutes.

In my opinion these minutes became releasable after the public vote to terminate Mr. Wolf per section 2(a) of his contract. In reviewing the re uest and applying the public records law including application of the balancing test I believe I am obligated to release the document with no redactions except the one redaction made which relates to a closed session item on January entirely unrelated to Mr. Wolf s situation. owever because of the potential that these records could have a negative public impact on Mr. Wolf as our former employee and because there is at least a colorable argument that Wis. Stats. .3 (2)(a) could apply to this circumstance I have chosen to follow the dictates of that statute and provide notice to you of my intent to release. As you are certainly aware you may within five days after receiving this notice provide written notice to me on behalf of the City of your intent to seek a court order restraining us from providing access and or to commence such an action within ten days. Per the statute I will not release within 2 days of this notice to you unless you specifically inform me that you do not ob ect.

I would ask that you confirm receipt of this email as Mr. Wolf s counsel and confirm that you accept it as notice of my intent in lieu of personal service on Mr. Wolf.

I would note that one re uester has alleged that Mr. Wolf has already waived this privilege. owever I do not believe the re uester has the standing to make that claim. Additionally I read the release you provided with regard to the October meeting as applying solely to release to Mr. Wolf or to you as his counsel. I would also note that any re uestor will receive a copy of this notice in lieu of a release of the records until such time as you either waive release of the records or until the provisions of Wis. Stats. .3 (2)(a) are met.

I look forward to hearing from you on this matter.

Chuck

Charles C. Adams
City Attorney
City of Sheboygan
(20) 3
charles.adams sheboyganwi.gov



Local government is the foundation of democracy if it fails democracy will fail obert W. lack

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.

FIFTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

November 07, 2022 at 6:00 PM

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

"It's the little details that are vital. Little things make big things happen" - John Wooden

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 15th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, November 7, 2022 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**
   Alderpersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely.

2. **Pledge of Allegiance**

3. **Approval of Minutes**
   Fourteenth Regular Council Meeting held on October 17, 2022 and Second Special Council Meeting held on October 24, 2022

4. **Mayoral Appointments**
   Jennifer Born Rutten, Jeanne Kliejunas, Chris Kuehnel, and William Campos to the Sustainability Task Force

5. **Resignation**
   Dave Sachse from the Redevelopment Authority

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

7. **Mayor's Announcements**
   Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

EXHIBIT
RR
exhibitsticker.com

9. R. O. No. 78-22-23 by Board of Water Commissioners submitting a copy of the 2023 Water Utility Budget for the Sheboygan Water Utility.

10. R. O. No. 77-22-23 by Board of Water Commissioners submitting the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2022.

11. R. O. No. 79-22-23 by City Clerk submitting the Tax Levy Certification for the 2022-2023 School Year from the Kohler School District.

12. R. O. No. 75-22-23 by City Clerk submitting the tax levy report that supports the 2022-23 budget for the Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2022 fully certified values furnished by the Wisconsin Department of Revenue.

13. R. C. No. 118-22-23 by Public Works Committee to whom was referred R. O. No. 74-22-23 by City Clerk submitting a request from Zach Cotter for approval to hunt deer on a section of woods within the city limits; recommends filing the document.

REPORT OF OFFICERS

14. R. O. No. 76-22-23 by City Clerk submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

15. Res. No. 85-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing submitting a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2019-2020 Program Year related to CDBG-CV3 funds. REFER TO FINANCE AND PERSONNEL COMMITTEE

16. Res. No. 84-22-23 by Alderpersons Felde and Ackley authorizing the Chief of Police to take necessary actions to receive the 2023 Wisconsin Justice System Improvement, Beat Patrol Grant. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

17. Res. No. 83-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

18. Res. No. 86-22-23 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for the emergency purchase replacement of a bucket truck for the Motor Vehicle Division of the Department of Public Works, and authorizing the necessary budget adjustments to provide funding for the purchase. REFER TO PUBLIC WORKS COMMITTEE

19. Res. No. 87-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into an Addendum No. 1 to the contract with Foth Infrastructure & Environment, LLC for design services related to the South Side Sewer (SIS) Facility Plan. REFER TO PUBLIC WORKS COMMITTEE

20. Res. No. 88-22-23 by Alderpersons Felde and Ackley authorizing the Fire Chief to accept and expend funds received from the State of Wisconsin Department of Health Services as part of the Emergency Medical Services ("EMS") Flex Grant. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

GENERAL ORDINANCES

21. Gen. Ord. No. 12-22-23 by Alderpersons Dekker and Rust repealing Gen. Ord. No. 42-21-22 so as to remove the two-way street designation for South 24th Street between Indiana Avenue and Georgia

Avenue and add parking on the west side of South 24th Street between Indiana Avenue and Georgia Avenue. REFER TO PUBLIC WORKS COMMITTEE

22. Gen. Ord. No. 13-22-23 by Alderpersons Dekker and Rust amending Sections 122-403, 122-404, and 122-405 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges. REFER TO PUBLIC WORKS COMMITTEE

MATTERS LAID OVER

23. R. C. No. 117-22-23 by Committee of the Whole to whom was referred Res. No. 79-22-23 by Alderpersons Felde and Filicky-Peneski establishing the 2023 Budget appropriations and the 2022 Tax Levy for use during the calendar year; recommends adopting the Resolution.

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

24. MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. § 19.85(1)(e) for deliberating or negotiating the investing of public funds or conducting other specified public business whenever competitive or bargaining reasons require a closed session; to wit: discussions regarding possible development incentives for affordable housing projects currently known as the former Koepsell property redevelopment and the S. 14th and Illinois Avenue projects; AND under the exemption provided in Wis. Stat. § 19.85(1)(f) for preliminary consideration of specific personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations.

RECONVENE IN OPEN SESSION

25. Reconvene in open session to act upon potential matters arising from closed session discussions.

ADJOURN MEETING

26. 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

EXHIBIT
SS
exhibitsticker.com

Sheboygan Press.

MONEY

Post-2020, Sheboygan County businesses strengthen their commitments to diversity, equity and inclusion



Maya Hilty
Sheboygan Press

Published 6:02 a.m. CT Jan. 19, 2022

SHEBOYGAN - After former police officer Derek Chauvin murdered George Floyd in 2020, workers and consumers across the country demanded that companies step up to combat systemic racism and inequality.

In Sheboygan, government officials, schools, nonprofits and Black residents either called for or committed to supporting change in Sheboygan.

More than a year-and-a-half later, many Sheboygan County businesses and organizations are working to strengthen their commitments to diversity, equity and inclusion.

Lakeland University recognized it stands on Indigenous land with an official plaque last year; the John Michael Kohler Arts Center transitioned one employee into a full-time diversity position a few months ago. Kohler Company, which — like other companies — says its focus on diversity work began several years ago, told the Sheboygan Press the company has "intensified" its work since 2020.

Here are some ways five Sheboygan County businesses and organizations — Kohler Company, Acuity Insurance, Rockline Industries, Lakeland University and the John Michael Kohler Arts Center — are promoting diversity, equity and inclusion at the start of 2022.

What is diversity, equity, inclusion and belonging?

Diversity, which comes in many different forms, can refer to people's range of different identities and experiences, including race, ethnicity, gender, sexual orientation, socio-economic status, ability and more.

For businesses and other organizations, diversity, equity, inclusion and belonging (DEIB)

practices try to ensure that people of different identities and backgrounds are treated fairly and feel comfortable, heard and valued.

"DEI comes from a place of listening and learning," said Jamie Haack, director of DEI at the John Michael Kohler Arts Center. "Listening and understanding where people are at and where they're coming from, their value system and who they are in other areas of social identity — that's how we can meet people where they are and provide them experiences that feel inclusive."

Organizational leadership take on explicit DEI roles

At the John Michael Kohler Arts Center, a nonprofit visual and performing arts complex and community art center, a history of supporting diversity led to the recent creation of a formal diversity position.

"In general, the Art Center has always had a strong position on equity and valuing all aspects of a person's being and way of thinking, and really offering different perspectives to challenge the social norms we might be used to," Haack said.

The Art Center's former executive director, Ruth Kohler, long promoted the tagline, "All the Arts for All the People," according to Haack. The center creates programs to appeal to people "age zero to 99," with a lot of free programming to reduce cost barriers, Haack said.

The Arts Center, which engages with artists locally to internationally, also supports up-and-coming and self-taught artists, who are not always traditionally valued in the museum world, Haack said.

Still, after the murder of George Floyd, the Art Center decided to take a stand on values around which it was already grounded.

As a result, Haack — who said that being of mixed background and having a Black son, she was deeply impacted by George Floyd's murder and found passion for diversity work — transitioned from marketing director to director of DEI last fall.

In her new position, Haack has been able to partner with a consulting firm to audit Art Center policies such has hiring practices and internal communication methods, which led to recommended changes.

Next, the center can rethink how to promote equitable relationships with community partners, Haack said.

A similar transition occurred recently for Le'Shay Guy, who started at Lakeland University a few years ago as director of multicultural affairs and became director of student DEIB initiatives last

year.

With her new title, Guy does much of the same work, but with more support, she said.

"We realized that diversity, equity and inclusion work is way more broad than one department," she said.

Before the transition, she was doing a lot of work on her own. Now housed in the campus's Ulrich Center for Faith, Ethics and Justice, she "turned from a department of one to a department of four or five," she said.

"Since I have been here, Lakeland has done a great job responding to issues so that our students know that we support them, we're here for them, we hear them," Guy said.

While the university started diversity work well before she was hired as a member of staff, she says the environment today is a "huge cultural shift" from when she was a student.

"Back then, Lakeland wouldn't speak on those issues, they would kind of bury the hatchet," she said. "Now, they're more vocal about taking these issues seriously."

Away from the nonprofit and educational world, Kohler Company is one example of a company that has "taken ownership of DE&I at the highest levels" with the establishment of an Executive Leadership Diversity Board in 2020, said Bridget Penney, vice president of talent and diversity.

The board has developed a strategic foundation for the company centered on four pillars: building diversity teams that reflect Kohler's communities and customers, fostering an inclusive culture that welcomes difference, working with suppliers that uplift women and minority-owned businesses, and exploring new markets through diverse lenses.

DEI trainings build understanding among staff

Another common thread among businesses and organizations ramping up DEI work is more diversity trainings.

"Although DEI concepts and topics sometimes feel basic, sometimes they're really foreign to people depending on where you come from and your background," Haack said. "So we thought it important to have some baseline training for all staff — that was mandatory — to get an understanding of: What is a social identity? What is a microaggression? What does DE and I mean?"

Rockline Industries, Inc., an international company with headquarters in Sheboygan that primarily makes wet wipes and coffee filters, has similarly started a "Connection Series" of

optional monthly live webinars that address social topics like mental health awareness, community volunteerism, and DEI, said Kris DeLano, VP of human resources at the company.

At Lakeland University, Guy has already received a lot of positive feedback about DEI trainings, she said. The administrative leadership of the university first did the trainings, which were then opened up to anyone in the campus this school year.

RELATED: 'He's a supporter of all': Empowering member of Sheboygan community earns 2021 ATHENA Award

RELATED: Andre Walton looks to bring his community activism to Sheboygan

Companies invest in employees and the broader community

As representatives from Acuity, Rockline and Kohler all highlighted, the companies support the community through charitable giving to nonprofits locally to globally.

But some of the most important diversity work begins internally, Sheboygan companies and organizations told the Sheboygan Press.

As Haack put it, "Our staff are also our community that we're serving."

Rockline Industries, which takes pride in its "people-centered" company values, added a people-focused aspiration to its sustainability commitment two years ago.

To fulfill this aspiration, the company offers things like leadership development and education reimbursement benefits and scholarship opportunities to employees and their family members, DeLano said.

In 2022, Rockline also changed its holiday schedule to replace some company holidays with floating holidays to give employees more flexibility in choosing days off to include holidays that are meaningful to them, DeLano added.

Some larger companies, including Acuity and Kohler, have employee-led resource groups centered on common interests or identities to support staff, too.

Kohler's resource groups, launched in 2018, have partnered on marketing campaigns, supported recruitment efforts and led conversations focused on navigating remote work and product innovation at the company.

"We are early in our journey, and understand that to be impactful, it's actions we take to make real progress," Penney said.

Reach Maya Hilty at 920-400-7485 or MHilty@sheboygan.gannett.com. Follow her on Twitter at @maya_hilty.

VI

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.

F+P 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

II

R. O. No. 124 - 22 - 23. By CITY CLERK. March 20, 2023.

Submitting a Summons and Complaint in the matter of U.S. Bank Trust Company, National Association, as Trustee vs. David J. Rosenthal et al.

CITY CLERK

FTP

FILED
03-02-2023
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

UNREDACTED

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

Item 48.

FILED
03-02-2023
Sheboygan County
Clerk of Circuit Court
2023CV000112
Honorable Kent Hoffmann
Branch 2

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

Plaintiff,

vs.

SUMMONS

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

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.

Item 48.

FILED
03-02-2023
Sheboygan County
Clerk of Circuit Court
2023CV000112
Honorable Kent Hoffmann
Branch 2

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

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.

COMPLAINT

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

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

1. The plaintiff is the current holder of a certain note, 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 25, 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 92868**

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-eight 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.

EXHIBIT A

(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:

EXHIBIT A

Loan Number [redacted]

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 [X] 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

_____
BORROWER BY: GREGORY C. HANSON, S.F.O.

EXHIBIT A

MORTGAGE

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

DOCUMENT NUMBER

NAME & RETURN ADDRESS

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

[redacted]

PARCEL IDENTIFIER NUMBER
59281013860

[redacted]

[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 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

[redacted]

EXHIBIT B [redacted]

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]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

Initials: [redacted]

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

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

[Street]

SHEBOYGAN [City], Wisconsin 53081 [Zip Code]

("Property Address"):

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

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

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

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

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

Initials: [redacted]

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

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

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

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

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

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

[redacted] Initials:

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

Witnesses:

_____ _____ (Seal)
DAVID J ROSENTHAL -Borrower

_____ _____ (Seal)
SHANNON N. ROSENTHAL -Borrower

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

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

_____ (Seal) _____ (Seal)
-Borrower -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

NOTARY PUBLIC
KIM
WEX
STATE OF WISCONSIN

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

[redacted]

[redacted]

08/28/2005 10:19:54 AM

400-15WI (05/2005)Rev.01

EXHIBIT B

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: [redacted]

(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.

Initials: _____

Loan Number: [redacted]

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.

_____ (Seal) _____ (Seal)
Borrower DAVID J ROSENTHAL Borrower SHANNON N. ROSENTHAL

_____ (Seal) _____ (Seal)
Borrower Borrower

Loan Number: [redacted]

EXHIBIT A

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

ASC
AMERICA'S SERVICING COMPANY
Return Mail Operations
P.O. Box 10388
Des Moines, IA 50306-0388

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.

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.

12/16/09
Borrower/Date

12-16-2009
Borrower/Date

Borrower/Date

12-16-2009
Borrower/Date

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

LC375/GS2/Page 2

Haben-Taffese.
V-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
PAGES: 11

Title: Loan Modification Agreement (MORTGAGE)

This Document Prepared By:
BRONSON HEITH
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC#X7801-03K
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

Tax/Parcel #: 59281013860

[Space Above This Line for Recording Data]

Original Principal Amount: $137,700.00
Unpaid Principal Amount: $118,064.47
New Principal Amount: $123,282.74
Total City Amount: $5,218.27

Investor Loan No.:
Loan No: (scan barcode)

LOAN MODIFICATION AGREEMENT (MORTGAGE)

Executed on this day: JULY 31, 2017
Borrower ("I"): 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-AR1
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.

"If there is more than one Borrower or this singular reference to the Borrower, such as "I," is intended to be "we" for purposes of this document words used in the singular shall include the plural (such as "we" for "I") and vice versa where appropriate.

Wells Fargo Custom Non-HAMP [redacted]

 [redacted]

EXHIBIT C

Prior instrument reference: Recorded on AUGUST 5, 2005 in INSTRUMENT NO. 1172968, 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 cause the 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).

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 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 $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	$687.19	$344.58	$1,031.77	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.

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. 50.00. 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. $120.39.

G. The amount of Interest to be included (waived) will be U.S. $5,276.04.

H. The amount of the Escrow Advance 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

EXHIBIT C

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 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

EXHIBIT C

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 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 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 Borrower's acceptance of this Agreement will result in the cancellation of the above-referenced insurances.

G. If the Borrower's homeowners 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 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 this Note as modified herein, which has been discharged in bankruptcy.

K. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the 1-4 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.

EXHIBIT C

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 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.

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 11, 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 subordination 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

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.

EXHIBIT C

In Witness Whereof, I have executed this Agreement.

Borrower: DAVID J ROSENTHAL — Date: 8/3/17

SHANNON N ROSENTHAL — Date: 8/3/2017

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Sheboygan

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 7/15/2019

MARK S. ERDMANN
Notary Public
State of Wisconsin

In Witness Whereof, the Lender has executed this Agreement.

WELLS FARGO BANK, NA 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: Phan Chris Xiong (print name)
Vice President Loan Documentation (title)
(sign)
8/10/2017 (Date)

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF Dakota

This instrument was acknowledged before me on 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, NA 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

ELIZABETE A GIZAW
NOTARY PUBLIC MINNESOTA
MY COMMISSION EXPIRES 01/31/19

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

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 THEREOF.

Tax Parcel No: 59281013861

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

Wells Fargo Custom Non HAMP [redacted] [redacted]

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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.

Wells Fargo Custom Non HAMP [redacted]

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

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 **$126,081.98** (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

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

EXHIBIT C

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)

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

EXHIBIT C

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

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.

EXHIBIT C

In Witness Whereof, I have executed this Agreement.

Borrower: DAVID J ROSENTHAL — Date: 3-21-2022

SHANNON N ROSENTHAL *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt — Date: 3-21-2022

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

MARK S. ERDMANN
Notary Public
State of Wisconsin

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)

May Nhia Vang — 03-29-2022

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

Notary Public

SARAH A KADLEC
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2024

Printed Name: Sarah A Kadlec

My Commission Expires: 01/31/2024

Wells Fargo Custom Non HAMP [redacted]

[redacted]

EXHIBIT C

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: 1803 N 7TH ST, SHEBOYGAN, WISCONSIN 53081

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.:** 1606007

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:

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, 2017Recorded: January 25, 2017
Document No: 2034084

LIEN REPORT

II

R. O. No. 133 - 22 - 23. By CITY PLAN COMMITTEE. April 5, 2023.

Your Committee to whom was referred Res. No. 154-22-23 by Alderpersons Felde and Filicky-Peneski vacating the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat; recommends adopting the Substitute Resolution which amends the Wis. Stat. § to 66.1003(3).

CITY PLAN COMMISSION

Subs. of Res. No. 154 - 22 - 23. By Alderpersons Felde and Filicky-Peneski. April 5, 2023.

A RESOLUTION vacating the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat.

RESOLVED: That by and through the passage of this Resolution it is the declared judgment and finding of the Common Council of the City of Sheboygan that the public interest requires the vacation of the hereinafter described alley, with a legal description as attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED: That the portion of roadway in the City and County of Sheboygan, State of Wisconsin, described as:

The east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat

be and it is hereby vacated and discontinued under the provisions of Wis. Stat. § 66.1003(3).

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to cause the recording of a certified copy hereof together with a map of such vacated alley in the office of the Register of Deeds for Sheboygan County, Wisconsin.

_____

_____

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

III

Res. No. 154 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
March 6, 2023.

A RESOLUTION vacating the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat.

RESOLVED: That by and through the passage of this Resolution it is the declared judgment and finding of the Common Council of the City of Sheboygan that the public interest requires the vacation of the hereinafter described alley, with a legal description as attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED: That the portion of roadway in the City and County of Sheboygan, State of Wisconsin, described as:

The east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat

be and it is hereby vacated and discontinued under the provisions of Wis. Stat. § 66.296(2).

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to cause the recording of a certified copy hereof together with a map of such vacated alley in the office of the Register of Deeds for Sheboygan County, Wisconsin.

City Plan

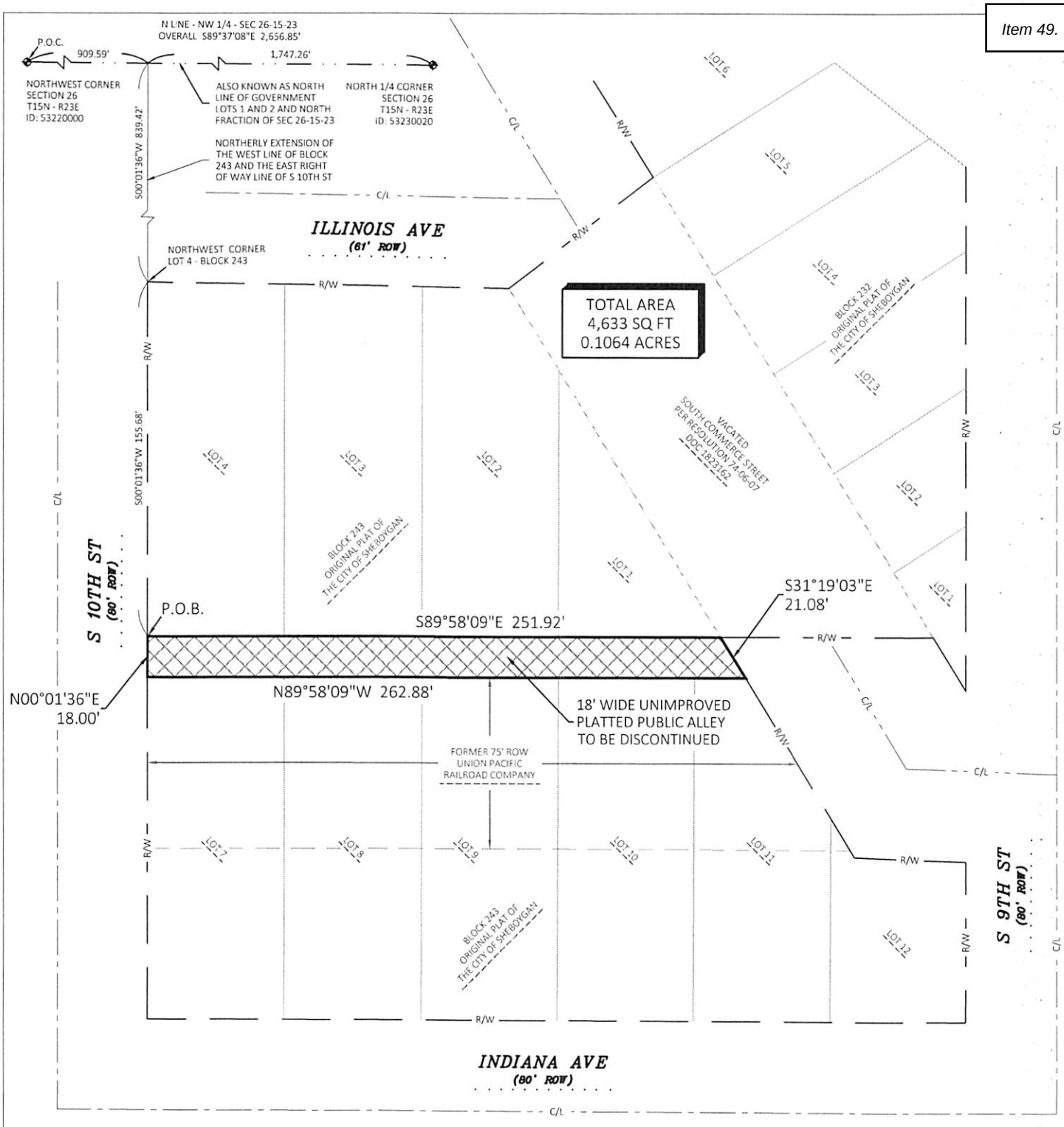
Barb Felde

R Filicky Peneski

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor



GENERAL NOTE

ALLEY LOCATION BASED OFF SIGMA GROUP
ALTA /NSPS LAND TITLE SURVEY
PROJECT NO: 20764 - DATED: 2/6/2023 (REV 2)
BY: KEVIN A. SLOTTKE (S-2503)

LEGEND

RECORDED SHEBOYGAN COUNTY MONUMENT

0 60 120 FEET

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 26-15-23 RECORDED AS S89°37'08"E (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 02/21/2023 REV: N/A
MAP REVIEWED BY: TYLER D. HILL, CST

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT A - PROPOSED ALLEY DISCONTINUANCE

PART OF BLOCK 243 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN LOCATED IN GOVERNMENT LOT 2 OF SECTION 26, TOWN 15 NORTH, RANGE 23 EAST CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Designed By	N/A
Drawn By	MPB
Checked By	TDH
Plot Date	2/21/2023
Project Date	FEB 2023
Sheet No.	1

FILE NAME: P:\ENGINEERING\LAND RECORDS\VACATIONS - DEDICATIONS\2023\ALLEY VACATION - OP - BLOCK 243\ALLEY VACATION - OP - BLOCK 243.DWG
PLOT DATE - 2/21/2023 PLOTTED BY - Born, Michael

PROPOSED ALLEY DISCONTINUANCE LEGAL DESCRIPTION

PART OF BLOCK 243 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN LOCATED IN GOVERNMENT LOT 2 OF SECTION 26, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

All of an 18 foot wide unimproved platted public alley being part of Block 243 of the Original Plat of the City of Sheboygan located in Government Lot 2 of Section 26, Town 15 North - Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of said Section 26, thence South 89°37'08" East along the North line of said Government Lot 2 of Section 26, and its Easterly extension, a distance of 909.59 feet to the Northerly extension of the West line of said Block 243 and the East right of way line of South 10th Street;
thence South 00°01'36" West along said Northerly extension, a distance of 839.42 feet to the Northwest corner of Lot 4 of said Block 243 and the South right of way line of Illinois Avenue;
thence continuing South 00°01'36" West along the West line of said Lot 4 and said East right of way line of South 10th Street, a distance of 155.68 feet to the Southwest corner of said Lot 4, the North right of way line of said alley, and the Point of Beginning for this description;
thence South 89°58'09" East along the North right of way line of said alley and the South lines of Lots 4, 3, 2, and 1 of said Block 243, a distance of 251.92 feet to the Southeast corner of said Lot 1, the Northeasterly right of way line of said alley, and the Southwesterly right of way line of South Commerce Street;
thence South 31°19'03" East along the Northeasterly right of way line of said alley and said Southwesterly right of way line of South Commerce Street, a distance of 21.08 feet to the South right of way line of said alley and the North line of Lot 11 of said Block 243;
thence North 89°58'09" West along the South right of way line of said alley and the North lines of Lots 11, 10, 9, 8, and 7 of said Block 243, a distance of 262.88 feet to the Northwest corner of said Lot 7, the West right of way line of said alley, and said East right of way line of South 10th Street;
thence North 00°01'36" East along the West right of way line of said alley and said East right of way line of South 10th Street, a distance of 18.00 feet to said Southwest corner of Lot 4, the North right of way line of said alley, and the Point of Beginning.

The land described above contains 0.1064 acres (4,633 square feet) of land, more or less.

End of description.

LEGAL DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATED: 2/21/2023 REV: N/A
LEGAL DESCRIPTION CHECKED BY: TYLER D. HILL, CST

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT B - PROPOSED ALLEY DISCONTINUANCE
PART OF BLOCK 243 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN LOCATED IN GOVERNMENT LOT 2 OF SECTION 26, TOWN 15 NORTH, RANGE 23 EAST
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Designed By	N/A
Drawn By	MPB
Checked By	TDH
Plot Date	2/21/2023
Project Date	FEB 2023
Sheet No.	2

FILE NAME : P:\ENGINEERING\LAND RECORDS\VACATIONS - DEDICATIONS\2023\ALLEY VACATION - OP - BLOCK 243\ALLEY VACATION - OP - BLOCK 243.DWG
PLOT DATE - 2/21/2023 PLOTTED BY - Born, Michael