



July 14, 2015 – Walworth County Board of Supervisors

**Report of the County Clerk Regarding
Communications Received After the Agenda Mailing**

The following items were placed on Supervisors' desks and are attached to this cover sheet:

County Clerk

Kimberly S. Bushey
County Clerk

- Claim – Notice of Appearance and Claim for Surplus, Defendant Hudson Insurance Company's Answer to Complaint to Foreclose Mortgage – LSCG Fund 17, LLC v. Mann Bros., Inc., et al – To be referred to the Executive Committee
- Correspondence from Miramar Properties Association regarding short term rentals – To be referred to County Zoning Agency
- Correspondence from State of Wisconsin Department of Health Services acknowledging the work of the Walworth County Health Department staff – To be referred to Health & Human Services Board
- Memo of Understanding – Town of Sharon – Res. No. 32-07/15 Approving Wisconsin Department of Transportation Local Bridge Program Grant Application for Peters Road Bridge Replacement – To be referred to Public Works Committee
- Communication from Lake Geneva Dialysis Center regarding an open house on Sunday, July 19th from 2:00 pm – 5:00 pm – To be placed on file
- Correspondence from Southeastern Wisconsin Regional Planning Commission – Regarding SEWRPC Community Assistance Planning Report No. 191 (2nd Edition), Sanitary Sewer Service Area for the Village of Mukwonago, Walworth and Waukesha Counties, Wisconsin, dated June 2015 – To be placed on file (The original publication can be viewed in the County Clerk's Office.)
- Official Directory of Walworth County 2015-2016 – To be placed on file
- *Walworth County Aging & Disability Resource Center News*, July 2015 – To be placed on file

These items were received after the agenda mailing before the meeting. Other items that were placed on the Supervisors' desks at the meeting are not included on this report. Please contact the County Clerk's office for information regarding those items.



10 South Wacker Drive, Suite 2935
Chicago, Illinois 60606

RECEIVED
WALWORTH COUNTY CLERK

Telephone: 312-219-6900
Facsimile: 312-559-2758
www.watttieder.com

2015 JUL -8 AM 9:38

July 6, 2015

Christopher Drexler
Paralegal
cdrexler@watttieder.com

VIA FEDEX
VIA U.S. MAIL

Clerk of the Circuit Court
WALWORTH COUNTY CIRCUIT COURT
1800 County Rd. NN, Rm. 2080
Elkhorn, WI 53121

Re: ***LSCG Fund 17, LLC v. Mann Bros., Inc., et al., Case No. 15-CV-0325:***
Defendant Hudson Insurance Company's Notice of Appearance and Claim
for Surplus and Answer to Complaint to Foreclose Mortgage

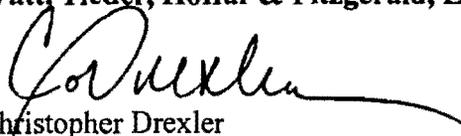
Dear Clerk:

Enclosed please find one original and three copies of Defendant Hudson Insurance Company's Notice of Appearance and Claim for Surplus and Answer to Complaint to Foreclose Mortgage to be filed with your office in the above-referenced matter. Please file the original, serve a courtesy copy on the Court, and return the remaining file-stamped copies in the self-addressed, stamped envelope provided.

If anyone from your office has questions concerning the foregoing, please do not hesitate to contact me. Thank you very much for your assistance with this request and filing.

Respectfully submitted,

Watt, Tieder, Hoffar & Fitzgerald, L.L.P.


Christopher Drexler
Paralegal

CD

Enclosures

cc: All Parties/Counsel of Record Pursuant to Attached Mailing Matrix/Service List (via U.S. Mail, with enclosures)

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

LSCG FUND 17, LLC, a Delaware limited liability company,

Plaintiff,

v.

MANN BROS., INC., a Wisconsin corporation, ET AL.,

Defendants.

Case No. 15-CV-0325

MAILING MATRIX

<p><i>Plaintiff</i> LCSG Fund 17, LLC Atty. Gregory M. Miller Siegel Brill, P.A. 100 Washington Ave. S., Ste. 1300 Minneapolis, MN 55401-2110 (612) 337-6100 (612) 339-6591 (Fax) gregmiller@siegelbrill.com SBN: 1067368</p>	<p><i>Defendant</i> MANN BROS., INC. 1950 N. Wisconsin St. Elkhorn, WI 53121</p>
<p><i>Defendant</i> MANN VENTURES, LLC 1950 N. Wisconsin St. Elkhorn, WI 53121</p>	<p><i>Defendant</i> D&M ENTERPRISES, LLC 1950 N. Wisconsin St. Elkhorn, WI 53121</p>
<p><i>Defendant</i> MANN DEVELOPMENT, INC. 1950 N. Wisconsin St., Suite 8C Elkhorn, WI 53121</p>	<p><i>Defendant</i> R. MANN INVESTMENTS, INC. 1950 N. Wisconsin St., Suite 8C Elkhorn, WI 53121</p>
<p><i>Defendant</i> STATE OF WISCONSIN c/o Brad Schimel 2 E. Mail St. Madison, WI 53703</p>	<p><i>Defendant</i> DODGE CONCRETE, INC. c/o Joseph F. Marx W6911 Silver Creek Rd. Watertown, WI 53098</p>

<p><i>Defendant</i> BORE MASTER, INC. c/o Daniel Olson N50 W23076 Betker Road Pewaukee, Wisconsin 53072</p>	<p><i>Defendant</i> FABCO EQUIPMENT, INC. c/o Kenton B. Oren 11200 West Silver Spring Road Milwaukee, Wisconsin 53225</p>
<p><i>Defendant</i> GERDAU AMERISTEEL US, INC. c/o Corporation Service Company 8040 Excelsior Drive, Suite 400 Madison, Wisconsin 53717</p>	<p><i>Defendant</i> CITY OF ELKHORN, WISCONSIN c/o Cairie L. Virrueta 9 South Broad Street Elkhorn, Wisconsin 53121</p>
<p><i>Defendant</i> GROWMARK, INC. c/o Corporation Service Company 8040 Excelsior Drive, Suite 400 Madison, Wisconsin 53717</p>	<p><i>Defendant</i> RFH JR., INC. c/o Robert F. Huml, Jr. 4220 North Newville Road Janesville, Wisconsin 53545</p>
<p><i>Defendant</i> H. JAMES & SONS, INC. c/o Donna M. James 4624 Ideal Road Fennimore, Wisconsin 53809</p>	<p><i>Defendant</i> AMERICAN STATE EQUIPMENT CO. Atty. Michael P. Stupar Stupar & Schuster SC 633 W Wisconsin Ave # 1800 Milwaukee WI 53203-1918 (414) 271-8833 (414) 271-2866 (Fax) mstupar@ssclaw.com SBN: 1010853</p>
<p><i>Defendant</i> WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT 201 East Washington Avenue Madison, Wisconsin 53703</p>	<p><i>Defendant</i> FRAWLEY COMPANY, INC. c/o Michael J. Frawley 600 East Milwaukee Street Whitewater, Wisconsin 53190</p>
<p><i>Defendant</i> VULCAN CONSTRUCTION MATERIALS, LP c/o Corporation Service Company 8040 Excelsior Drive, Suite 400 Madison, Wisconsin 53717</p>	<p><i>Defendant</i> BT EQUIPMENT, LLC c/o Timothy Otterstatter N9220 Donald Lane Watertown, Wisconsin 53094</p>

<p><i>Defendant</i> ZENITH TECH, INC. Atty. Timothy J. Andringa Cramer, Multhauf & Hammes, LLP 1601 East Racine Avenue, Suite 200 Waukesha, Wisconsin 53187 (262) 542-4278 (262) 542-4270 (Fax) tja@cmhlaw.com SBN: 1001279</p>	<p><i>Defendant</i> WISCONSIN BELL, INC. c/o CT Corporation System 8020 Excelsior Drive, Suite 200 Madison, Wisconsin 53717</p>
<p><i>Defendant</i> WINGRA REDI-MIX, INC. c/o Robert M. Shea 2975 Kapec Road Madison, Wisconsin 53744</p>	<p><i>Defendant</i> CITIZENS INSURANCE COMPANY OF AMERICA c/o CT Corporation Systems 8020 Excelsior Drive, Suite 200 Madison, Wisconsin 53717</p>
<p><i>Defendant</i> MIDDLESEX INSURANCE COMPANY c/o CT Corporation Systems 8020 Excelsior Drive, Suite 200 Madison, Wisconsin 53717</p>	<p><i>Defendant</i> HUDSON INSURANCE COMPANY Atty. John E. Sebastian Watt, Tieder, Hoffar & Fitzgerald, L.L.P. 10 S. Wacker Dr., Suite 2935 Chicago, IL 60606-7411 (312) 219-6900 (312) 559-2758 (Fax) jsebastian@watttieder.com</p>
<p><i>Defendant</i> CENTRAL PENSION FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS c/o Michael Crabtree 4115 Chesapeake Street, N.W. Washington, DC 20016</p>	<p><i>Defendant</i> JOINT LABOR MANAGEMENT WORK PRESERVATION FUND c/o Rita Becker N27 W23233 Roundy Drive Pewaukee, Wisconsin 53072</p>
<p><i>Defendant</i> OPERATING ENGINEERS LOCAL 139 HEALTH BENEFIT FUND c/o Rita Becker N27 W23233 Roundy Drive Pewaukee, Wisconsin 53072</p>	<p><i>Defendant</i> WISCONSIN OPERATING ENGINEERS SKILL IMPROVEMENT AND APPRENTICESHIP FUND c/o Rita Becker N27 W23233 Roundy Drive Pewaukee, Wisconsin 53072</p>

<p><i>Defendant</i> INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 139 c/o Rita Becker N27 W23233 Roundy Drive Pewaukee, Wisconsin 53072</p>	<p><i>Defendant</i> CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND c/o Felice Patti 9377 West Higgins Road Rosemont, Illinois 60018</p>
<p><i>Defendant</i> CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND c/o Felice Patti 9377 West Higgins Road Rosemont, Illinois 60018</p>	<p><i>Defendant</i> WALWORTH COUNTY, WISCONSIN c/o Kimberly S. Bushey 100 West Walworth Street Elkhorn, Wisconsin 53121</p>
<p><i>Defendant</i> MANN COMPLEX CONDOMINIUM OWNERS ASSOCIATION, INC. 1950 North Wisconsin St., Suite 8C Elkhorn, Wisconsin 53121</p>	

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

LSCG FUND 17, LLC, a Delaware limited liability company,

Plaintiff,

v.

MANN BROS., INC., a Wisconsin corporation, ET AL.,

Defendants.

Case No. 15-CV-0325

NOTICE OF APPEARANCE AND CLAIM FOR SURPLUS

TO: Clerk of Court
WALWORTH COUNTY JUDICIAL CENTER
1800 County Rd. NN
Elkhorn, WI 53121

All Parties of Record
See Attached Mailing Matrix/Service List

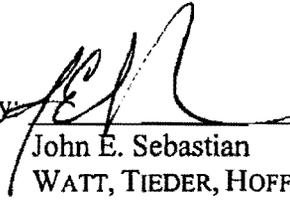
PLEASE TAKE NOTICE that Defendant Hudson Insurance Company (“Hudson”), appears by and through its attorney, John E. Sebastian of Watt, Tieder, Hoffar & Fitzgerald, L.L.P. A copy of all papers and filings should be served on Hudson’s undersigned counsel at the address below.

Pursuant to Wis. Stat. §846.162, Hudson hereby files its Claim for Surplus based on Hudson’ judgment lien against Mann Bros., Inc., among others, in the amount of \$1,228,554.49 in Case No. 2013TJ000030 which was docketed on April 25, 2013. By virtue of this judgment lien, Hudson claims a lien on the real estate that is the subject of the instant foreclosure action initiated by Plaintiff LSCG Fund 17 LLC. Pursuant to Wisconsin law, Hudson claims a right to surplus proceeds in accordance with the priority of its judgment lien.

HUDSON INSURANCE COMPANY

Dated: July 6, 2015

By

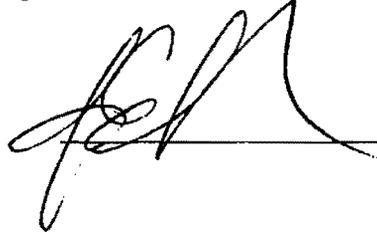


John E. Sebastian
WATT, TIEDER, HOFFAR & FITZGERALD,
L.L.P.

10 S. Wacker Drive, Suite 2935
Chicago, Illinois 60606-7411
(312) 219-6900
(312) 559-2758 (Fax)
jsebastian@watttieder.com

CERTIFICATE OF SERVICE

I hereby certify that on **July 6, 2015**, I caused the above **Notice of Filing and Defendant Hudson Insurance Company's Answer to Complaint to Foreclose Mortgage** to be served on all parties or other counsel of record so named on the attached Mailing Matrix/Service List by having a copy placed in the U.S. Mail depository located at 10 S. Wacker Dr., Suite 2935, Chicago, IL 60606-7411, with First-Class postage prepaid, before the hour of 5:00 PM, pursuant to Wis. Stat. §801.14.



STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

LSCG FUND 17, LLC, a Delaware limited liability company,

Plaintiff,

v.

MANN BROS., INC., a Wisconsin corporation, ET AL.,

Defendants.

Case No. 15-CV-0325

MAILING MATRIX

<p><i>Plaintiff</i> LCSG Fund 17, LLC Atty. Gregory M. Miller Siegel Brill, P.A. 100 Washington Ave. S., Ste. 1300 Minneapolis, MN 55401-2110 (612) 337-6100 (612) 339-6591 (Fax) gregmiller@siegelbrill.com SBN: 1067368</p>	<p><i>Defendant</i> MANN BROS., INC. 1950 N. Wisconsin St. Elkhorn, WI 53121</p>
<p><i>Defendant</i> MANN VENTURES, LLC 1950 N. Wisconsin St. Elkhorn, WI 53121</p>	<p><i>Defendant</i> D&M ENTERPRISES, LLC 1950 N. Wisconsin St. Elkhorn, WI 53121</p>
<p><i>Defendant</i> MANN DEVELOPMENT, INC. 1950 N. Wisconsin St., Suite 8C Elkhorn, WI 53121</p>	<p><i>Defendant</i> R. MANN INVESTMENTS, INC. 1950 N. Wisconsin St., Suite 8C Elkhorn, WI 53121</p>
<p><i>Defendant</i> STATE OF WISCONSIN c/o Brad Schimel 2 E. Mail St. Madison, WI 53703</p>	<p><i>Defendant</i> DODGE CONCRETE, INC. c/o Joseph F. Marx W6911 Silver Creek Rd. Watertown, WI 53098</p>

<p><i>Defendant</i> BORE MASTER, INC. c/o Daniel Olson N50 W23076 Betker Road Pewaukee, Wisconsin 53072</p>	<p><i>Defendant</i> FABCO EQUIPMENT, INC. c/o Kenton B. Oren 11200 West Silver Spring Road Milwaukee, Wisconsin 53225</p>
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<p><i>Defendant</i> CENTRAL PENSION FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS c/o Michael Crabtree 4115 Chesapeake Street, N.W. Washington, DC 20016</p>	<p><i>Defendant</i> JOINT LABOR MANAGEMENT WORK PRESERVATION FUND c/o Rita Becker N27 W23233 Roundy Drive Pewaukee, Wisconsin 53072</p>
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STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

LSCG FUND 17, LLC, a Delaware limited liability company,

Plaintiff,

v.

Case No. 15-CV-0325

MANN BROS., INC., a Wisconsin corporation, ET AL.,

Defendants.

DEFENDANT HUDSON INSURANCE COMPANY'S ANSWER TO COMPLAINT TO FORECLOSE MORTGAGE

Defendant Hudson Insurance Company ("Hudson"), by and through its attorneys Watt, Tieder, Hoffar & Fitzgerald L.L.P., and for its Answer to Complaint to Foreclose Mortgage, hereby answers as follows:

PARTIES

1. Plaintiff LSCG Fund 17, LLC ("Plaintiff") is a Delaware limited liability with offices located at 13949 Ventura Blvd., Suite 300, Sherman Oaks, CA 91423. Plaintiff brings this action as assignee under the Mortgage, underlying note and renewals, and Security Agreement (each hereinafter described).

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1 and therefore denies all allegations contained therein.

2. Defendant Mann Bros., Inc. ("Mortgagor") is a Wisconsin corporation with a principal office located at 1950 N. Wisconsin Street, Elkhorn, WI 53121. Mortgagor executed the Mortgage at issue in this action.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 2 and therefore denies all allegations contained therein.

3. Defendant Mann Ventures, LLC is a Wisconsin limited liability company with principal offices located at 1950 N. Wisconsin Street, Elkhorn, WI 53121. The registered agent and address is Lisle W. Blackbourne, Esq., Godfrey, Leibsle, Blackbourn & Howarth, S.C., 354 Seymour Court, Elkhorn, WI 53121. Mann Ventures, LLC is a named borrower on a loan secured by the Mortgage at issue in this action.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 3 and therefore denies all allegations contained therein.

4. Defendant D&M Enterprises, LLC is a Wisconsin limited liability company with principal offices located at 1950 N. Wisconsin Street, Elkhorn, WI 53121. The registered agent is Lisle W. Blackbourne, Esq., Godfrey, Leibsle, Blackbourn & Howarth, S.C., 354 Seymour Court, Elkhorn, WI 53121. D&M Enterprises, LLC is a named borrower on a loan secured by the Mortgage at issue in this action.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 4 and therefore denies all allegations contained therein.

5. Defendant Mann Development, Inc. is a Wisconsin corporation with principal offices located at 1950 N. Wisconsin Street, Suite 8C, Elkhorn, WI 53121. The registered agent is Robert E. Mann. Mann Development, Inc. is a named borrower on a loan secured by the Mortgage at issue in this action.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 5 and therefore denies all allegations contained therein.

6. Defendant R. Mann Investments, LLC is a Wisconsin limited liability company with a principal office located at 1950 N. Wisconsin Street, Suite 8C, Elkhorn, WI 53121. The registered agent is Robert E. Mann. R. Mann Investments, LLC is a named borrower on a loan secured by the Mortgage at issue in this action.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 6 and therefore denies all allegations contained therein.

7. Defendant State of Wisconsin, in care of Brad D. Schimel, Attorney General, 2 East Main Street, Madison, WI 53703. The State of Wisconsin is the judgment lien creditor on a judgment against Mortgagor for an originally stated amount of \$75,000.00, dated November 4, 2008, and docketed on November 11, 2008 as case number 2008CX000002 ("Wisconsin Judgment"). Plaintiff does not contest that, as a result of the Wisconsin Judgment, the State of Wisconsin's interest in the Property is superior to Plaintiff's interest. Plaintiff does not seek to terminate the State of Wisconsin's interest in the Property that arises out of the Wisconsin Judgment.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 7 and therefore denies all allegations contained therein.

8. Defendant Dodge Concrete, Inc. is a Wisconsin corporation with a principal office and registered agent office located at W6911 Silver Creek Road, Watertown, WI 53098. The registered agent is Joseph F. Marx. Dodge Concrete, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$5,179.50, dated March 8, 2012, and docketed March 8, 2012 as Case No. 2012SC000336. Dodge Concrete, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 8 and therefore denies all allegations contained therein.

9. Defendant Bore Master, Inc. is a Wisconsin corporation with a principal office and registered agent office located at N50W23076, Betker Road, Pewaukee, WI 53072. The registered agent is Daniel Olson. Bore Master, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$18,172.00, dated July 3, 2012, and recorded July 3, 2012 as Case No. 2012CV000794. Bore Master, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 9 and therefore denies all allegations contained therein.

10. Defendant Fabco Equipment, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 11200 W. Silver Spring Road, Milwaukee, WI 53225. The registered agent is Kenton B. Oren. Fabco Equipment, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$172,034.48, dated July 2, 2012, and docketed July 16, 2012 as Case No. 2012TJ000059. Fabco Equipment, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 10 and therefore denies all allegations contained therein.

11. Defendant Gerdau Ameristeel US, Inc. is a Florida corporation that is registered in Wisconsin. The registered agent and office is Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, WI 53717. The principal office is located at 4221 West Boy Scout Blvd., Suite 600, Tampa, FL 33607. Gerdau Ameristeel US, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$15,495.06, dated July 12, 2012, and docketed July 20, 2012 as Case No. 2012TJ000062. Gerdau Ameristeel US, Inc.'s interest in the Property at issue in this case is junior to Plaintiffs interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 11 and therefore denies all allegations contained therein.

12. Defendant City of Elkhorn, Wisconsin, in care of Cairie L. Virrueta, City Clerk, 9 South Broad Street, Elkhorn, WI 53121. The City of Elkhorn is a judgment creditor on a judgment against Mortgagor in the originally stated amount of \$54,451.03, dated July 24, 2012, and docketed July 24, 2012 as Case No. 2012CV000734. The City of Elkhorn's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 12 and therefore denies all allegations contained therein.

13. Defendant Growmark, Inc. is a Delaware corporation that is registered in Wisconsin. The registered agent and office is Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, WI 53717. The principal office is located at 1701 Towanda Avenue, P.O. Box 2500, Bloomington, IL 61702-2500. Growmark, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$39,499.57, dated July 30, 2012, and docketed August 15, 2012 as Case No. 2012TJ000070. Growmark, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 13 and therefore denies all allegations contained therein.

14. Defendant RFH JR, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 4220 N. Newville, Rd., P.O. Box 1427, Janesville, WI 53545. The registered agent is Robert F. Huml, Jr. RFH JR, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$108,056.30, dated February 26, 2013, and docketed February 26, 2013 as Case No. 2012CV001412. RFH JR, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 14 and therefore denies all allegations contained therein.

15. Defendant H. James & Sons, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 4642 Ideal Road, Fennimore, WI 53809. The registered agent is Donna M. James. H. James & Sons is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$13,692.28, dated February 12, 2013, and docketed February 13, 2013 as Case No. 2012CV000440. H. James & Sons, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 15 and therefore denies all allegations contained therein.

16. Defendant American State Equipment Co., Inc. is a Wisconsin corporation with a principal office and registered agent office located at 2055 S. 108th Street, West Allis, WI 53227. The registered agent is Stephen D. Kraut. American State Equipment Co., Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$79,317.71, dated March 5, 2013, and docketed March 5, 2013 as Case No. 2012CV000356. American State Equipment Co., Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 16 and therefore denies all allegations contained therein.

17. Wisconsin Department of Workforce Development, 201 E. Washington Avenue, Madison, WI 53703. The Wisconsin Department of Workforce Development filed a Delinquent Worker's Compensation Warrant in the Office of the Clerk of the Circuit Court of Walworth County in the originally stated amount of \$18,215.55 and docketed March 12, 2013 as No. 2013UC000039. The Wisconsin Department of Workforce Development's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 17 and therefore denies all allegations contained therein.

18. Defendant Frawley Oil Company, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 600 E. Milwaukee Street, P.O. Box. 630, Whitewater, WI 53190. The registered agent is Michael J. Frawley. Frawley Oil Company, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$265,653.00, dated April 26, 2013, and docketed April 26, 2013 as Case No. 2012CV000530. Frawley Oil Company, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 18 and therefore denies all allegations contained therein.

19. Defendant Vulcan Construction Materials, Limited Partnership is a Delaware limited partnership that is registered in Wisconsin. The registered agent and office is Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, WI 53717. The principal office address is 1200 Urban Center Drive, Birmingham, AL 35242. Vulcan Construction Materials, Limited Partnership is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$59,701.32, dated May 16, 2013, and docketed May 16, 2013 as Case No. 2012CV000999. Vulcan Construction Materials, Limited Partnership's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 19 and therefore denies all allegations contained therein.

20. Defendant BT Equipment, LLC is a Wisconsin limited liability company with a principal office and registered agent office located at N9220 Donald Lane, Watertown, WI 53094. The registered agent is Timothy Otterstatter. BT Equipment, LLC is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$28,853.79, dated May 29, 2013, and docketed May 29, 2013 as Case No. 2012CV001006. BT Equipment, LLC's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 20 and therefore denies all allegations contained therein.

21. Defendant Zenith Tech, Inc. is a Wisconsin corporation with a principal office and registered agent office located at N6 W23633 Bluemound Road, Waukesha, WI 53188. The registered agent is Mark E. Filmanowicz. Zenith Tech, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$31,621.80, dated May 29, 2013, and docketed June 3, 2013 as Case No. 2012TJ000046. Zenith Tech, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 21 and therefore denies all allegations contained therein.

22. Defendant Wisconsin Bell, Inc. is a Wisconsin corporation with a principal office located at 722 N. Broadway, Milwaukee, WI 53202 and a registered agent office located at 8020 Excelsior Dr., Suite 200, Madison, WI 53717. The registered agent is CT Corporation System. Wisconsin Bell, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$1,447.80, dated June 20, 2013, and docketed June 27, 2013 as Case No. 2013SC001020. Wisconsin Bell, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 22 and therefore denies all allegations contained therein.

23. Defendant Wingra Redi-Mix, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 2975 Kapec Rd., P.O. Box 44284, Madison, WI 53719. The registered agent is Robert M. Shea. Wingra Redi-Mix, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$110,330.48, dated August 6, 2013, and docketed August 12, 2013 as Case No. 2012CV000517. Wingra Redi-Mix, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 23 and therefore denies all allegations contained therein.

24. Defendant Citizens Insurance Company of America, has a principal office located at 645 West Grand River Avenue, Howell, MI 48843, and a registered agent office located at 8020 Excelsior Drive, Suite 200, Madison, WI 53717. The registered agent is CT Corporation Systems. Citizens Insurance Company of America is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$162,973.18, dated October 8, 2013, and docketed December 4, 2013 as Case No. 2013FJ000034. Citizens Insurance Company of America's interest in the Property at issue in this case is junior to Plaintiffs interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 24 and therefore denies all allegations contained therein.

25. Defendant Middlesex Insurance Company, has a principal office located at 1800 North Point Drive, Stevens Point, WI 54481-1253, and a registered agent office located at 8020 Excelsior Drive, Suite 200, Madison, WI 53717. The registered agent is CT Corporation Systems. Middlesex Insurance Company is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$4,279.93, dated January 14, 2014, and docketed February 7, 2014 as Case No. 2014TJ000009. Middlesex Insurance Company's interest in the Property at issue in this case is junior to Plaintiffs interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 25 and therefore denies all allegations contained therein.

26. Defendant Hudson Insurance Company is a Delaware corporation with a registered agent and office at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801; Dina Daskalakis, 100 William Street, Fifth Floor, New York, NY 10038. Hudson Insurance Company is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$1,228,554.49, dated January 15, 2013, and docketed April 25, 2013 as Case No. 2013TJ000030. Hudson Insurance Company's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson admits that it has a judgment lien against Mann Bros., Inc., among others, in the amount of \$1,228,554.49 in case no. 2013TJ000030. Hudson denies the remaining allegations in this Paragraph.

27. Defendant Central Pension Fund of the International Union of Operating Engineers, in care of Michael Crabtree, Fund Counsel, 4115 Chesapeake Street, North West, Washington, DC 20016. Central Pension Fund of the International Union of Operating Engineers is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Central Pension Funds's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 27 and therefore denies all allegations contained therein.

28. Defendant Joint Labor Management Work Preservation Fund, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. Joint Labor Management Work Preservation Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Joint Labor Management Work Preservation Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 28 and therefore denies all allegations contained therein.

29. Defendant Operating Engineers Local 139 Health Benefit Fund, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. Operating Engineers Local 139 Health Benefit Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Operating Engineers Local 139 Health Benefit Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 29 and therefore denies all allegations contained therein.

30. Defendant Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund's interest in the Property at issue in this case is junior to Plaintiffs interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 30 and therefore denies all allegations contained therein.

31. Defendant International Union of Operating Engineers Local 139, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. International Union of Operating Engineers Local 139 is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. International Union of Operating Engineers Local 139's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 31 and therefore denies all allegations contained therein.

32. Defendant Central States, Southeast and Southwest Areas Pension Fund, care of Felice Patti, 9377 West Higgins Road, Rosemont, Illinois 60018. Central States, Southeast and Southwest Areas Pension Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$8,307,078.02, dated October 28, 2014, and docketed January 21, 2015 as Case No. 2015 FJ000001. Central States, Southeast and Southwest Areas Pension Fund's interest in the Property at issue in this case is junior to Plaintiffs interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 32 and therefore denies all allegations contained therein.

33. Defendant Central States, Southeast and Southwest Areas Health and Welfare Fund, care of Felice Patti, 9377 West Higgins Road, Rosemont, Illinois 60018. Central States, Southeast and Southwest Areas Health and Welfare Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$8,307,078.02, dated October 28, 2014, and docketed January 21, 2015 as Case No. 2015FJ000001. Central States, Southeast and Southwest Areas Health and Welfare Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 33 and therefore denies all allegations contained therein.

34. Defendant Walworth County, in care of Kimberly S. Bushey, Clerk of Walworth County, 100 West Walworth Street, Elkhorn, WI 53121. There are delinquent taxes for the years 2012, 2013, and 2014 in an amount of \$8,661.43, plus interest and penalties.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 34 and therefore denies all allegations contained therein.

35. Defendant Mann Complex Condominium Owners Association, Inc. has a principal office located at 1950 N. Wisconsin Street, Suite 8C, Elkhorn, WI 53121.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 35 and therefore denies all allegations contained therein.

36. All successors and assigns of the above-named Defendants.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 36 and therefore denies all allegations contained therein.

37. All other persons or parties unknown, claiming any right, title, estate, lien, or interest in the real property described in the Complaint.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 37 and therefore denies all allegations contained therein.

JURISDICTION AND VENUE

38. Walworth County, Wisconsin has appropriate jurisdiction and venue over this action because the property subject to the Mortgage is located in Walworth County.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 38 and therefore denies all allegations contained therein.

FACTS

39. The Mortgage at issue in this action was granted by Mortgagor Mann Bros., Inc. and encumbers real property located in Walworth County, Wisconsin, with the address 1950 N. Wisconsin Street, Unit #6, Elkhorn, Wisconsin 53121 and the Parcel Identification Number "YMC 00006". The legal description of the property is:

Unit 6 in Mann Complex Condominium, together with said units undivided percentage interest in the common element, and the exclusive use of the limited common elements appurtenant to said unit all in Mann Complex Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Walworth County, Wisconsin, on August 31, 1994, as Document No. 571245, said condominium being located in the City of Elkhorn, County of Walworth, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto

("Property").

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 39 and therefore denies all allegations contained therein.

40. The Property is a commercial condominium that has not been abandoned and is not a homestead ("Property").

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 40 and therefore denies all allegations contained therein.

41. On or about January 13, 2006, Community Bank CBD ("Original Mortgagee") granted a loan to Mann Ventures, LLC for \$534,742.00, a true and correct copy of which is attached as Exhibit A and is incorporated herein and made a part of this Complaint by reference ("2006 Note"). The 2006 Note is the underlying note that forms the basis for Plaintiff's foreclosure action. Pursuant to the terms of the 2006 Note, the unpaid principal and all accrued interest remaining was due on July 13, 2010.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 41 and therefore denies all allegations contained therein.

42. On or about August 13, 2010, Original Mortgagee and Mann Ventures, LLC renewed the unpaid balance on the 2006 Note by execution of a renewal note for \$489,672.48, a true and correct copy of which is attached as Exhibit B and is incorporated herein and made a part of this Complaint by reference ("2010 Renewal of 2006 Note"). Pursuant to the terms of the 2010 Renewal of 2006 Note, the unpaid principal and all accrued interest remaining was due on August 13, 2013.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 42 and therefore denies all allegations contained therein.

43. On or about April 12, 2012, Mortgagor executed a Mortgage on the Property in favor of Original Mortgagee, a true and correct copy of which is attached as Exhibit C and is incorporated herein and made a part of this Complaint by reference ("Mortgage"). The Mortgage was recorded on April 17, 2012, in the official records of the Walworth County Register of Deeds Office as Document Number 836377.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 43 and therefore denies all allegations contained therein.

44. The Mortgage was issued to pledge the Property as additional collateral for \$162,000.00 of the unpaid balance of the 2010 Renewal of 2006 Note granted by Original Mortgagee. Defendants Mann Ventures, LLC, D&M Enterprises, LLC, Mann Development, Inc., and R. Mann Investments, LLC (collectively, "Third-Party Borrowers") are named as borrowers under the Mortgage.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 44 and therefore denies all allegations contained therein.

45. Paragraph 5 of the Mortgage provides that the Mortgage secures "all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by [Original Mortgagee] to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor" See Ex. C, at ¶ 5(b) (emphasis added).

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 45 and therefore denies all allegations contained therein.

46. Page 1 of the Mortgage states in bold and capitalized letters, "**SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**" See Ex. C, at 1.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 46 and therefore denies all allegations contained therein.

47. On or about April 12, 2012, Mortgagor, as Maker, executed a Real Estate Security Agreement in favor of Original Mortgagee, as Lender, granting a continuing lien on the Property, a true and correct copy of which is attached as Exhibit D and is incorporated herein and made a part of this Complaint by reference ("Security Agreement"). The Security Agreement was recorded on April 17, 2012, in the official records of the Walworth County Register of Deeds Office as Document Number 836378.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 47 and therefore denies all allegations contained therein.

48. Under Paragraph 2 of the Security Agreement, the continuing lien on the Property secures "all debts, obligations, and liabilities arising out of all credit previously granted, all credit contemporaneously granted and all credit granted in the future by [Original Mortgagee] *to any Customer, to any Customer of another, or to another guaranteed or endorsed by any Customer . . .*" See Ex. D, at ¶ 2 (emphasis added).

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 48 and therefore denies all allegations contained therein.

49. On or about August 1, 2012, Original Mortgagee and Defendant Mann Ventures, LLC renewed the unpaid balance of the 2010 Renewal of 2006 Note ("2012 Renewal of 2006 Note"). See Ex. B.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 49 and therefore denies all allegations contained therein.

50. On or about March 22, 2013, Original Mortgagee and Defendant Mann Ventures, LLC renewed the unpaid balance of the 2012 Renewal of 2006 Note by execution of a renewal note for \$482,254.82, a true and correct copy of which is attached as Exhibit E and is incorporated herein and made a part of this Complaint by reference ("2013 Renewal of 2006 Note"). Pursuant to the terms of the 2013 Renewal of 2006 Note, the unpaid principal and all accrued remaining interest was due on August 1, 2013.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 50 and therefore denies all allegations contained therein.

51. On or about July 24, 2013, Original Mortgagee endorsed the 2013 Renewal -6T 2-006 Note to Plaintiff through an Allonge, a true and correct copy of which is attached as Exhibit F and is incorporated herein and made a part of this Complaint by reference ("Allonge").

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 51 and therefore denies all allegations contained therein.

52. On or about July 24, 2013, Original Mortgagee assigned the Mortgage to Plaintiff through an Assignment of Mortgage, a true and correct copy of which is attached as Exhibit G and is incorporated herein and made a part of this Complaint by reference ("Assignment of Mortgage"). The Assignment of Mortgage was recorded on August 13, 2013 in the official records of the Walworth County Register of Deeds Office as Document Number 869204.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 52 and therefore denies all allegations contained therein.

53. On or about July 24, 2013, Original Mortgagee assigned the Security Agreement to Plaintiff through an Assignment of Real Estate Security Agreement, a true and correct copy of which is attached as Exhibit H and is incorporated herein and made a part of this Complaint by reference. ("Assignment of Security Agreement"). The Assignment of Security Agreement was recorded on August 13, 2013, in the official records of the Walworth County Register of Deeds Office as Document Number 869205.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 53 and therefore denies all allegations contained therein.

54. Plaintiff brings this action as assignee of the Mortgage, Security Agreement, and as legal holder of the underlying 2006 Note and all renewals (collectively, "Loan Documents").

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 54 and therefore denies all allegations contained therein.

55. At the time of the filing of this Complaint, Mortgagor is the present owner of the Property.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 55 and therefore denies all allegations contained therein.

56. The Mortgage constitutes a valid, prior, and paramount lien upon the Property, and the lien is prior and superior to the right, title, interest, claim, or lien of all parties whose interests in the Property are sought to be terminated.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 56 and therefore denies all allegations contained therein.

57. Pursuant to Paragraph 6 of the 2013 Renewal of 2006 Note, if Mann Ventures, LLC defaults in its payment obligation to Plaintiff, it is an Event of Default whereby the unpaid balance automatically matures and becomes immediately payable without notice. See Ex. E, ¶ 6.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 57 and therefore denies all allegations contained therein.

58. Defendant Mann Ventures, LLC is in default in its payment obligation to Plaintiff under the 2013 Renewal of 2006 Note by failing to pay the unpaid principal and remaining accrued interest by August 1, 2013.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 58 and therefore denies all allegations contained therein.

59. Pursuant to Paragraph 11 of the Mortgage, if there is a default under any obligation secured by the Mortgage, the obligation can become immediately due and payable at Plaintiff's option. See Ex. C, ¶ 11.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 59 and therefore denies all allegations contained therein.

60. Paragraph 11 of the Mortgage permits the acceleration of the unpaid principal and interest and authorizes Plaintiff to foreclose on the Property. See Ex. C, ¶ 11.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 60 and therefore denies all allegations contained therein.

COUNT I: FORECLOSURE OF MORTGAGE

61. Plaintiff restates and realleges all of the foregoing paragraphs above as though fully stated herein.

ANSWER: Hudson restates and realleges its answers to all of the foregoing paragraphs as though fully stated herein.

62. Defendant Mann Ventures, LLC breached the terms of the 2013 Renewal of 2006 Note by failing to pay the unpaid balance and all remaining accrued interest by August 1, 2013.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 62 and therefore denies all allegations contained therein.

63. Mortgagor's breach of the 2013 Renewal of 2006 Note constitutes an Event of Default, and Plaintiff is entitled to foreclose on the Property pursuant to Paragraph 11 of the Mortgage.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 63 and therefore denies all allegations contained therein.

64. Plaintiff has declared the 2013 Renewal of 2006 Note and obligations under the Mortgage immediately due and payable by reason of the Event of Default.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 64 and therefore denies all allegations contained therein.

65. Accordingly, Plaintiff elects to proceed with a foreclosure pursuant to Wisconsin Statutes Section 846.103(1), with a six-month redemption period, and Plaintiff does not seek to waive any deficiency which may remain due after the sale.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 65 and therefore denies all allegations contained therein.

66. Plaintiff has been compelled to advance various amounts of money as reasonable costs, expenses, and fees, including attorneys' fees, incurred in connection with the foreclosure and the protection and enforcement of Plaintiff's rights under the Mortgage.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 66 and therefore denies all allegations contained therein.

67. Pursuant to Paragraph 17 of the Mortgage, Plaintiff is entitled to recover from Mortgagor its attorneys' fees, costs, and expenses, incurred in connection with the protection and enforcement of Plaintiff's rights under the Mortgage. See Ex. C, ¶ 17.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 67 and therefore denies all allegations contained therein.

COUNT II: DECLARATORY JUDGMENT

68. Plaintiff restates and realleges all of the foregoing paragraphs above as though fully stated herein.

ANSWER: Hudson restates and realleges its answers to all of the foregoing paragraphs as though fully stated herein.

69. Plaintiff seeks a declaration from the Court that Plaintiff's Mortgage on the Property constitutes a valid, prior, and superior lien upon the Property, and the lien is prior and superior to any right, title, interest, claim, or lien of all parties, other than (1) the State of Wisconsin, as judgment lien creditor of the Wisconsin Judgment, and (2) Walworth County, in the amount of delinquent taxes, plus interest and penalties, due upon the date of the judgment of foreclosure.

ANSWER: Hudson lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 69 and therefore denies all allegations contained therein.

Respectfully submitted,

HUDSON INSURANCE COMPANY

By: _____

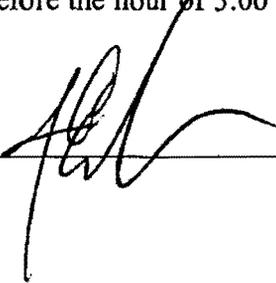
One of Its Attorneys

John E. Sebastian
WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.
10 S. Wacker Dr., Suite 2935
Chicago, IL 60606-7411
(312) 219-6900
(312) 559-2758 (Fax)
jsebastian@watttieder.com

Dated: July 6, 2015

CERTIFICATE OF SERVICE

I hereby certify that on **July 6, 2015**, I caused the above **Notice of Filing and Defendant Hudson Insurance Company's Answer to Complaint to Foreclose Mortgage** to be served on all parties or other counsel of record so named on the attached Mailing Matrix/Service List by having a copy placed in the U.S. Mail depository located at 10 S. Wacker Dr., Suite 2935, Chicago, IL 60606-7411, with First-Class postage prepaid, before the hour of 5:00 PM, pursuant to Wis. Stat. §801.14.



June 26, 2015

RECEIVED
WALWORTH COUNTY CLERK
2015 JUL -8 PM 3:35

TO: East Troy Town Board
Town of East Troy Zoning Committee
Walworth County Land Use
Potters Lake Protection and Rehabilitation District
Miramar Subdivision Association

RE: Short term home rental in R-2 District

Over the last year a home located at W913 Miramar Drive just west of Miramar Subdivision Park 1 has been advertising on various web sites as a short term rental, offering week- long or extended weekend stays. The description of the home states they are able to house 18+ guests. Based on our research, Walworth County has an ordinance regulating *short term rental* and currently permits the same in P-2 districts only. The home we are referring to is located in an R-2 zoning district.

Potter's Lake and the adjacent Miramar Subdivision is a quiet residential area. Potters Lake has no retail, restaurants, bars or resorts. The south east side of the lake has a small DNR public boat launch frequented by fishermen and small pleasure boats.

The rental of the property above has become the subject of many questions and complaints.

Often renters arrive in dozens of automobiles, so many, that the driveway is not sufficient to handle them. When this occurs they park along East Miramar Drive and adjacent streets in Miramar Subdivision for the entire weekend, often on the lawns of homes in this area. On occasion a bus will drop off a large group for the weekend.

Renters have not respected the lake frontage and encroached on neighbor's piers and rafts without permission. On numerous occasions owners and renters have violated lake boating and safety rules i.e. creating wakes after the posted times, swimming outside the buoys unaccompanied by a boat. Ignoring or not abiding by boat safety rules creates hazard and potential for a serious accident.

Every light inside the house has been left on day and night and on a few weekends making the house a beacon of light. Some neighbor's homes are as close as 25 feet to this house.

After a renter group leaves the home, multiple plastic bags of garbage in addition to the allotted green rolling bin are left at the end of the driveway for days waiting for pickup, creating an attraction for rodents. Our garbage trucks are not hired to pick up commercial amounts of garbage.

Is the public sewer system able to accommodate this kind of additional capacity? Will this result in additional fees for the entire lake?

It seems the owners of this home are running a business in a residential area. Is this legal? If not, who is the governing body responsible for enforcing a violation such as this? We would like a name, number, and e-mail address to register complaints to the proper person.

Our neighborhood is feeling the impact of turning this home into a short-term rental property; it has caused stress and frustration for many.

2015 JUL - 8 2015

N9193 Maple St

Michelle Sickler

East Troy, WI 53120

Name

Address

Janet Murnane

N 9174 Maple St
East Troy wi.

Name

Address

Jane Lee

N9171 Maple St.
East Troy, WI. 53120

Name

Address

Denal Woodman

N9109 HICKORY ST
EAST TROY WI 53120

Name

Address

Paul E Woodhull

N9104 HICKORY ST
EAST TROY 53120

Name

Address

Paul Hill

N9120 HICKORY
EAST TROY 53120

Name

Address

Oliver Neebe

N9127 Hickory
East Troy 53120

Name

Address

Gary Wendel

N9131 Hickory St
East Troy, WI 53120

Name

Address

Samuel J O

N9146 White Oak Dr.
East Troy, WI 53120

Name

Address

Tim Ketter

N 9169 HICKORY ST East Troy

Name

Address

Donna Roth

N 9169 HICKORY ST EAST TROY

Name

Address

Anna Erman

N9170 Hickory St. East Troy

Name

Address

Beryl Mead

N9176 Hickory St. E. Troy

Name

Address

Fathy Pully

N9180 Hickory St. E Troy

Name

Address

John Hiltner

N9189 HICKORY ST

Name

Address

Ron

N 9195 Cedar Ave

Name

Address

Nichelle Gussel

N9182 Cedar Ave

Name

Address

Tom Phuen

N9179 Cedar Ave.

Name

Address

Candy Trueme

N9179 Cedar Ave.

JUL - 8 2015

Sincerely,

Residents of Potters Lake and Miramar Subdivision

Bruce Burgermeister *N9038 E. MIRAMAR DR.*
Name Address

Elroy J. Winkelman *N9111 Cedar Ave*
Name Address

Dee Woy *W945 MIRAMAR DR.*
Name Address

Faith A. Wolf *W945 Miramar Drive*
Name Address

Jeffy Makloch *W949 Miramar Dr.*
Name Address

Sharon Makloch *W949 Miramar Dr.*
Name Address

Pat Baggett *N9114 Cedar St.*
Name Address

Jessica Berge *W910 Miramar*
Name Address

Cam Berge *Dominion*
Name Address

St Wright *W25 Main Dr*
Name Address

Sail Schaefer *N9119 Cedar Ave.*
Name Address

Clarence Schaefer *N9119 CEDAR*
Name Address

Sandra C. Baggett *9114 Cedar Ave*
Name Address

Sharon Forcote *W937 Miramar Dr.*
Name Address

Judsey & Ryan Jones *N9171 Elm St.*
Name Address

Ellen M. Conway *N9115 Cedar Ave*
Name Address

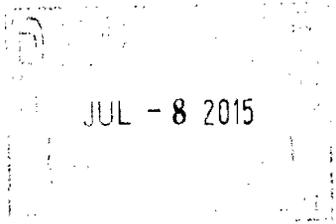
PETER ROBERTS *N9139 CEDAR AVE.*
Name Address

JUL - 8 2015

Sincerely,

Residents of Potters Lake and Miramar Subdivision

Name	Jace Hietala	Address	N9169 Ash Street
Name	Jenny Cox	Address	N9164 Ash St.
Name	Joonas Christensen	Address	N9161 Ash St
Name	Matthew Jagk	Address	W984 WHITE OAK DR.
Name	Rich Jacobs	Address	N9143 Ash St East Troy
Name	Jenny Korte	Address	N9135 Ash St East Troy, WI 53120
Name	Robert J. Wilke	Address	N9122 Ash St. East Troy, WI 53120
Name	Diane M. Wilke	Address	N9122 Ash St East Troy, WI 53120
Name	Kim Leisger	Address	N9117 Ash St East Troy WI 53120
Name	Kim J. Leisger	Address	N9106 Maple St East Troy, WI 53120
Name	Theresa J. Jurd	Address	N9106 Maple St East Troy, WI 53120
Name	Kim Anger	Address	N9109 Maple St East Troy, WI 53120
Name	Jean Hein	Address	N9147 Maple St East Troy, WI 53120
Name	Amanda Ann	Address	N9147 Maple St East Troy, WI, 53120
Name	Joe Brown	Address	N9148 Maple St. WI 53120
Name	Kenie Brown	Address	N9148 Maple St WI 53120
Name	Bryce A. Strong	Address	
Name		Address	N9160 MAPLE ST EAST TROY WI 53120



Name: KENN KLEIS Address: N9170 CEDAR AVE
Name: Carolyn Fournier Address: N9169 Cedar Ave

Name: Kevin Rott Address: N. 9167 Cedar Ave.

Name: Wanda Rott Address: N. 9167 CEDAR AVE.

Name: Teresa Benl Address: N9156 Cedar Ave

Name: ~~Michael Bell~~ Address: N9156 Cedar Ave

Name: ~~Justin Amy~~ Address: N9156 Cedar Ave

Name: ~~Jeff~~ Address: N9158 Hickory St.

Name: Angela Bourson Address: N9158 Hickory St

Name: Donald P. Schmidt Address: N9156 Ash St.

Name: Lynn Schindele Address: N9176 Ash St.

Name: ~~Steve Flett~~ Address: W878 Miramar Dr

Name: Heather Schmidt Address: W925 White Oak Dr. East Troy

Name: B Schunder Address: N9144 Hickory St

Name: ~~Joe Papp~~ Address: W933 Miramar Dr East Troy 53120

Name: ~~Frank~~ Address: W919 Miramar Dr East Troy 53120

Name: Rita Wright Address: W925 Miramar Dr

Name: ~~undefinable~~ Address: W929 Miramar Dr.

Name: ~~Monica~~ Address: W929 Miramar Dr.

Name: ~~Carol~~ Address: W883 MIRAMAR DR

Name: ~~Carol~~ Address: W883 MIRAMAR DR

JUL - 8 2015

Sincerely,

Residents of Potters Lake and Miramar Subdivision

Name Ron Jahnke Address W1515 Miramar Dr

Name Carol Bowman Address N9177 Hickory St

Name Andrew Bowdler Address N9177 " " "

Name Donna Rymer Address N9138 Juniper St

Name Marion C. Herley Address N9113 Juniper St

Name ~~Shirley J. Herley~~ Address N1131 Ash Street

Name Peter Lafreniere Address N9127 Elm St

Name Jackie Klog Address N9146 Juniper St

Name Margaret Smith Address N9127 Juniper St

Name Cheryl Heger Address N9124 Ash St

Name ~~Donna Herley~~ Address N9113 Elm St

Name ~~Jim Brun~~ Address N9136 Elm St

Name Lynn Behling Address W1008 Miramar Drive

Name Address

Name Address

Name Address

Name Address

JUL - 8 2015







DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
P O BOX 2659
MADISON WI 53701-2659

Scott Walker
Governor

Kitty Rhoades
Secretary

State of Wisconsin

Department of Health Services

608-266-1251
FAX: 608-267-2832
TTY: 888-701-1253
dhs.wisconsin.gov

June 30, 2015

Kenneth Monroe, Chairperson
Health and Human Services Board
W1500 Sunset Dr.
PO Box 481
Pell Lake, WI 53157

Dear Mr. Monroe:

The Department of Health Services (DHS) congratulates the Walworth County Health Department for demonstrating the infrastructure and program capacity to be certified as a Level II Health Department. As authorized by state statute and defined in Administrative Rule DHS Chapter 140.07, the department shall direct a process to determine compliance with state statutes and establish the level of services being provided. The Walworth County Health Department presented to DHS evidence of providing seven programs or services which address at least five focus areas identified in the state health plan: *Healthiest Wisconsin 2020: Everyone Living Better, Longer*. Formulas used by DHS to distribute grant funds provide for additional funds to Level II Health Departments.

I am happy to report the Walworth County Health Department provided all services required by statute and rule. Tools used by DHS to gather evidence of statute and rule compliance and identify strengths of the health department are available from your local health officer or Division of Public Health (DPH) Regional Director.

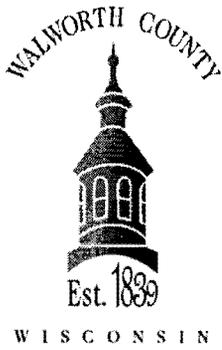
I want to acknowledge the work of the Walworth County Health Department staff. Janis Ellefsen, Health Officer, did an excellent job of providing quality evidence of meeting statutes and rules. I also appreciate the support of the Walworth County Board of Health and Human Services for maintaining a strong public health department. I am sure that with ongoing support, the Walworth County Health Department will continue to protect and promote the health of the people in your jurisdiction.

Sincerely,

Karen McKeown, RN, MSN
State Health Officer and Administrator

cc: Janis Ellefsen, Health Officer
Nancy Russell, County Board Chair
David Pluymers, DPH Southeastern Regional Director
Eloise Russ, DPH Southeastern Regional Office Manager

RECEIVED
WALWORTH COUNTY CLERK
2015 JUL 14 AM 9:26



**Memorandum of Understanding (MOU) for Local Bridge Program
Grant Application and Future Planned Reconstruction of the Peters
Road Bridge (Bridge #P-64-0038)**
Final

By and Between
Walworth County Department of Public Works
AND
Town of Sharon

This is a memorandum of understanding (MOU) by and between Walworth County (“County”) through its Department of Public Works (“DPW”) and the Town of Sharon (“Town”). This Agreement shall be in effect for as long as the two parties are working towards the replacement of the existing Peters Road Bridge (Bridge #P-64-0038) owned by the State of Wisconsin Department of Transportation (“WisDOT”) and maintained by the Wisconsin River Rail Transit Commission (“WRRTC”). WisDOT took ownership of the rail line previously owned by the trustee of the Chicago, Milwaukee, St. Paul and Pacific Railroad by virtue of the Award of Damages, document deed #56185 dated February 11, 1980. This conveyance included all land, trestles, bridges and culverts, including the Peters Road Bridge.

Pursuant to a grant agreement by and between the WRRTC and WisDOT dated March 2, 1987, the WRRTC is responsible for all maintenance of the rail line. Under the Operating Agreement by and between the WRRTC and the Wisconsin & Southern Railroad (“WSOR”), maintenance is delegated to the Wisconsin & Southern Railroad.

1. Background. The Peters Road Bridge was closed in July, 2014 by the Town of Sharon due to unsafe bridge railings and the general deteriorating condition of the bridge. Both the Wisconsin Railroad Commissioner and Walworth County Highway Commissioner encouraged the Town to close this bridge. The WSOR, as the bridge maintainer, agreed with this closure decision and has indicated that it is unwilling to put any more funding towards the maintenance of the Peters Road Bridge in the future.

Since the Peters Road Bridge is owned by WisDOT, the needed bridge replacement is not eligible for funding under WisDOT’s Local Bridge Grant Program unless the application is made by a local government. Consequently, a local sponsor needs to apply for funding under this grant program and Walworth County would be in the best position to apply for such funding with the understanding that when the bridge would be replaced that the Town of Sharon would assume ownership since it is located on a local road as opposed to a county trunk highway.

2. Purpose. The purpose of this MOU is to set forward the terms and conditions whereby the County and its DPW and the Town will work together to apply for WisDOT Local Bridge Program financial assistance and, if the grant is awarded, DPW and the Town will work on the design and construction of the new Peters Road Bridge in the future. Currently, the Local Bridge Program grant pays for 80% of the estimated engineering and construction costs with a 20% local match requirement.

3. Roles and Responsibilities. DPW will submit a Local Bridge Program grant application to WisDOT for the replacement of the Peters Road Bridge by the deadline of July 31, 2015. All costs associated with the necessary bridge design cost estimates are to be directly paid for by the Town. Please note that these costs are not reimbursable if the grant is awarded. DPW will priority rank this particular bridge application along with others that may be submitted by other local governments based upon the criteria developed by the Walworth County Highway Commissioner, as required by WisDOT.

In the event that the Local Bridge Program grant application for the Peters Road Bridge is funded, then DPW will work with the Town on the selection of a qualified engineering firm to complete

bridge design plans that must be submitted for WisDOT approval. All necessary incurred engineering and associated costs for this project will be paid for by the Town subject to the 80% State/20% Local grant funding distribution previously noted.

DPW will be responsible for grant administration. The County will initially pay for any engineering and associated project costs upfront and then require prompt reimbursement of the required local match from the Town. The County will seek appropriate grant reimbursements from WisDOT.

Upon final approval of the Peters Road design plans by WisDOT, plans and specifications will be prepared and bids solicited by DPW according to the applicable terms and conditions of the grant award. A contract for the bridge reconstruction will be awarded as part of a WisDOT letting.

Construction management of the bridge replacement will be the responsibility of DPW. Subsequent construction payments as well as construction management costs will be paid for by the County and then require prompt reimbursement of the required local match from the Town. The County will seek appropriate grant reimbursements from WisDOT.

At the conclusion of the construction of the Peters Road bridge replacement, the Town will assume complete ownership of the bridge and its future maintenance. The County will cease to have any future responsibility for the Peters Road Bridge once a jurisdictional transfer agreement is executed between the two parties.

4. **Other Interested Parties.** Both the County and Town will be responsible for soliciting the support and cooperation of both the WRRTC and WSOR on the Peters Road Bridge replacement project. Possible contributions from both the WRRTC and WSOR to assist in the financing of the bridge replacement will be pursued. Legal agreements that may be necessary to expedite this project will be negotiated with other appropriate parties.
5. **Amendments.** Amendments to this agreement between the parties may be necessary to address WisDOT grant requirements or any unforeseen issues that may materially affect the Peters Road Bridge Replacement project.

Walworth County
Kevin Brunner, Director of Central Services/Public Works

Date Signed

Town of Sharon
Richard Brandl, Town Chair

Date Signed



FW: County Board ---Open House
 Ann Hughes
 to:
 spike@co.walworth.wi.us
 07/07/2015 12:11 PM
 Show Details

2 Attachments



image001.jpg Open_House_Flier_8.5.pdf

From: Ann Hughes
Sent: Tuesday, July 07, 2015 12:06 PM
To: 'spike@co.walworth.wi.us'
Subject: County Board ---Open House

The dialysis patients and clinical team at the Lake Geneva Dialysis Center would like to invite Members of the Walworth County Board of Supervisors to join us as we host an open house for the community. The open house will be an opportunity for the local chamber of commerce, leaders in the community, our physician partners, DaVita teammates and dialysis patients to celebrate this unique dialysis center and the quality kidney care DaVita continues to provide to Wisconsin communities. In addition, I've attached the new government 5-Star ratings for dialysis providers in Wisconsin for your review. DaVita has the greatest number of 4-5 star facilities and the fewest 1-2 star facilities in the state. We are very proud of this and would like to take time during the open house to further explain the quality care we provide that lead to superior clinical outcomes.

Date: Sunday, July 19th

Time: 2:00 p.m. – 5:00 p.m.

Place: Lake Geneva Dialysis, 650 N. Edwards Blvd. Lake Geneva, WI 53147-4595

- Has been open for 18 months and offers hemodialysis, home hemodialysis and peritoneal dialysis modalities.
- The only dialysis center in the tri-county area (Kenosha, Racine and Walworth counties) to offer home hemodialysis.
- Provides improved access to dialysis care for residents and vacationers who suffer from kidney failure.
- Currently provides care for 82 dialysis patients and at maximum capacity can provide care for 90 hemodialysis patients.
- Employs 17 teammates.
- An education center has been built in this center which will serve as a hosting site for Chronic Kidney Disease (CKD) education for the community.

DaVita is a leading provider of kidney care services in the United States for patients suffering from kidney failure, also known as end stage renal disease or ESRD. Nationwide, we serve over 170,000 patients at 2,100+ outpatient facilities across the country making DaVita one of the largest providers of kidney care and one of the major employers for highly trained health care professionals.

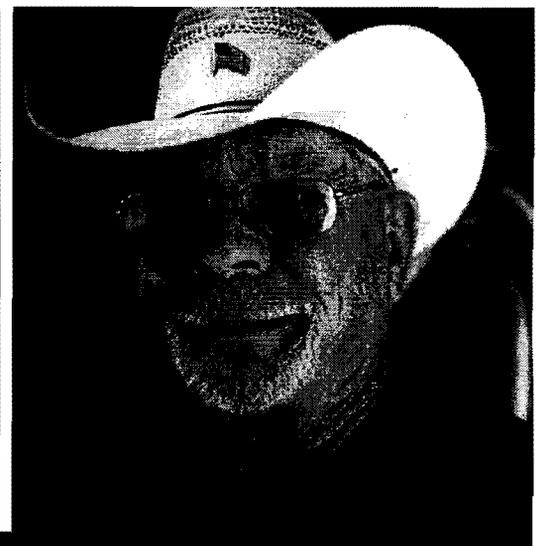
*Ann Hughes RN, CDE
Home Therapies Nurse*

*Lake Geneva Dialysis (DaVita)
650 N. Edwards Blvd.
Lake Geneva, WI 53147
Clinic Tel. 262-248-2502
Cell 262-620-4648
Fax: 262-248-0316*

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-DaVita Healthcare Partners Inc.-



Better care can mean better quality of life.

OPENHOUSE

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flexible shifts
for working
patients.

**Join us for the open house of our new facility in
650 N. Edwards Blvd. Lake Geneva, WI.**

SUNDAY, 07/19/2015 :: 2:00 P.M. - 5:00 P.M.

OFFERING THESE TREATMENT OPTIONS

- :: Hemodialysis
- :: Home Hemodialysis (HHD)
- :: Peritoneal Dialysis (PD)

LAKE GENEVA DIALYSIS
650 N EDWARDS BLVD
LAKE GENEVA, WI 53147

RSVP today! Call 262-248-2502

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DaVita.

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WALWORTH COUNTY CLERK
SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1007 WAUKESHA, WI 53187-1607

TELEPHONE (262) 547-6721
FAX (262) 547-1103

2015 JUL 13 AM 9:40

July 10, 2015

Serving the Counties of:

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Chairman and Members of the
Walworth County Board of Supervisors
c/o Ms. Kimberly Bushey, Clerk
100 W. Walworth Street
P.O. Box 1001
Elkhorn, WI 53121

Dear Chairman and Members of the Board of Supervisors:

In accordance with Section 66.0309(10) of the *Wisconsin Statutes* and Section 208 of the Federal Clean Water Act, the Southeastern Wisconsin Regional Planning Commission is hereby transmitting a certified copy of a document amending the regional water quality management plan as refined and detailed in SEWRPC Community Assistance Planning Report No. 191 (2nd Edition), *Sanitary Sewer Service Area for the Village of Mukwonago, Walworth and Waukesha Counties, Wisconsin*, dated June 2015. The plan amendment, which was formally adopted by the Regional Planning Commission on June 17, 2015, pertains to a change in the Mukwonago sanitary sewer service area tributary to the Village of Mukwonago wastewater treatment plant. The plan amendment has also been formally certified to the Wisconsin Department of Natural Resources with a request that the Department endorse the change to the regional water quality management plan identified in the plan amendment.

The purpose of this letter is to inform you of the Regional Planning Commission's action on the subject plan amendment and to respectfully request that the County Board act similarly to endorse the plan amendment. Such endorsement would be helpful as it would signify County agreement with the change to the regional water quality management plan identified in the plan amendment.

Should you have any questions concerning this matter, please do not hesitate to contact the Commission offices.

Sincerely,

A handwritten signature in black ink that reads "David L. Stroik".

David L. Stroik
Chairman

DLS/jps

#226910c - Mukwonago CAPR No. 191 (2nd Edition) SSA June 2015 transmittal letters

Enclosure

cc: Mr. Michael Cotter, Director, Walworth County Land Use and Resource Management Department (enclosure)
Mr. Neal Frauenfelder, Planning Manager, Walworth County Department of Land Management (enclosure)