COURT OF APPEALS
DECISION
DATED AND FILED

May 12, 2015

Diane M. Fremgen
Clerk of Court of Appeals

Appeal No. 2014AP1546 **Cir. Ct. No. 2012FA82**

STATE OF WISCONSIN **IN COURT OF APPEALS**
DISTRICT III

IN RE THE MARRIAGE OF:

ANN M. RIGSBY,

PETITIONER-APPELLANT,

V.

ROBERT RAYMOND RIGSBY,

RESPONDENT-RESPONDENT.

APPEAL from a judgment of the circuit court for Shawano County: JAMES R. HABECK, Judge. *Affirmed in part; reversed in part and cause remanded for further proceedings*.

Before Hoover, P.J., Stark and Hruz, JJ.

¶1 PER CURIAM. Ann Rigsby appeals a judgment of divorce. She argues the circuit court: (1) erroneously exercised its discretion with respect to multiple aspects of the property division; (2) improperly imputed income to her for purposes of calculating child support; (3) failed to impute sufficient income to her former husband, Robert Rigsby, for purposes of child support and maintenance; (4) improperly failed to award her maintenance; and (5) improperly failed to assign responsibility for certain debts. We affirm in part, reverse in part, and remand for further proceedings consistent with this opinion.

BACKGROUND

¶2 Ann and Robert began dating in 2002, while they were both United States Army captains stationed in Germany. Later that year, Ann and Robert accepted positions in Wisconsin, and Ann purchased a home in Lodi. They were married in June 2004. It was the second marriage for both parties. Ann completed her commitment to the army in September 2004, and the parties' first child was born three months later. Ann and Robert agreed that Ann would stay home and care for their child, rather than working outside the home.

¶3 In the spring of 2005, Robert received orders to report to Germany. While the family was stationed in Germany, Robert worked, and Ann took care of their child and home. Ann also managed the rental of the Lodi residence, handled household bills, and entertained Robert's colleagues. In 2006, Robert was deployed to Iraq for one year, while Ann and their child remained in Germany. In 2007 and 2009, Ann gave birth to two additional children. Ann also completed a master's degree in public administration while living in Germany, using Montgomery GI bill funds. Robert advanced in rank while stationed in Germany,

ultimately achieving the rank of lieutenant colonel. He earned $90,387 in 2009, and $98,380 in 2010.

¶4 Since the beginning of the parties' relationship, Ann had made it clear that her dream was to open a campground or resort business. While in Germany, Ann completed a market analysis and business plan for a campground business in Wisconsin, with Robert's help, and she also constructed a website for the business. In March 2010, while Robert was on leave, the family returned to Wisconsin so that Ann and Robert could view potential sites for the campground. They selected a property to purchase in May 2010.

¶5 In June 2010, First National Bank approved Ann's business plan and granted her a $1.4 million loan to purchase the campground property. The bank subsequently granted Ann an additional loan of $100,000 for operating expenses and improvements. Ann also obtained financing from relatives. The family returned to Wisconsin in late July 2010 to close on the campground property. Robert then returned to Germany, while Ann and the children remained in Wisconsin, living in a cabin, and later a farmhouse, at the campground. The campground opened for business on Labor Day weekend of 2010.

¶6 Meanwhile, in Germany, Robert and his unit were preparing for deployment to Afghanistan. Ann's business plan for the campground relied on the income Robert would earn while deployed. However, at some point, Robert decided to return to Wisconsin and retire, rather than deploying with his unit. At the contested divorce hearing, Robert testified he informed Ann in August 2010 of his decision to retire. In contrast, Ann testified Robert did not tell her he was retiring until November 2010. Ann stated she was "shocked" by Robert's decision because the parties had previously agreed Robert would not retire until 2012.

¶7 Robert returned to Wisconsin permanently in December 2010. Following his retirement, he did some work around the campground and sometimes watched the parties' children, but he did not contribute as much as Ann thought he should. In addition, the parties began to argue frequently about the campground's finances. Ann ultimately filed for divorce on April 23, 2012.

¶8 A temporary order was entered on May 10, 2012. As relevant to this appeal, Robert was ordered to make payments on a mortgage and a line of credit loan on the Lodi home.

¶9 The parties subsequently reached an agreement regarding custody and placement of the children, which the circuit court approved. A contested hearing was then held on the issues of property division, maintenance, and child support. At the hearing, both parties submitted financial disclosure statements. Ann represented that her only income was a $1,000-per-month military disability payment. She claimed she did not earn any personal income from the campground because it was still operating at a loss. Robert represented that he received a military pension of $4,118 per month, and he also earned $720 per month as a part-time substitute teacher.

¶10 The parties also submitted property division proposals to the court. They agreed that the Lodi residence should be sold, and they also stipulated that the value of the campground was $1.8 million. However, they disagreed on many other issues. In particular, the parties disputed the amount of debt on the campground and the division of certain assets—specifically, guns, coins, a Sawyer County property Ann purchased before the marriage, and Robert's pension. In addition, Ann asserted the court should consider in the property division funds Robert withdrew from a Janus account shortly before Ann filed for divorce, as

well as rental income from the Lodi property that Robert collected after the temporary order was entered.

¶11 After considering the evidence presented at the contested hearing, as well as posthearing briefs submitted by the parties, the circuit court entered a written decision on the disputed issues on January 6, 2014. With respect to the property division, the court ordered an unequal division of Robert's pension, with Ann receiving only 17.5% of each monthly payment. The court also divided several other assets unequally. Specifically, the court awarded the Sawyer County property solely to Ann and the guns solely to Robert. The court also awarded all but $300 of the coins to Robert.

¶12 The court then divided the parties' remaining assets equally, which resulted in an equalization payment of $41,026 from Ann to Robert. The court ordered Ann to make this payment within sixty days. However, the court gave Ann two additional options with respect to the equalization payment. First, although the court had ordered the Lodi residence to be sold and the proceeds divided between the parties, the court stated Ann could instead quitclaim her interest in the Lodi property to Robert and receive a $9,960 credit toward the equalization payment. Second, the court stated Ann could quitclaim her interest in the Sawyer County property to Robert and receive a $46,000 credit toward the equalization payment.

¶13 For purposes of calculating child support, the circuit court imputed income to both Ann and Robert. The court ultimately determined Robert would be required to pay Ann $393 per month in child support. The court did not award either party maintenance but did reserve maintenance as to Ann for three years.

¶14 Ann moved for reconsideration. As relevant to this appeal, and in addition to the arguments Ann had previously made in her posthearing brief, Ann argued the circuit court failed to consider the required statutory factors before unequally dividing Robert's pension, the Sawyer County property, and the guns and coins. She also asserted the court improperly relied on a flawed balance sheet, which was marked as Exhibit 10 at the contested hearing, when calculating the campground's debts. In addition, Ann argued the court erred by failing to address the Janus funds Robert withdrew shortly before the divorce petition was filed. Finally, Ann argued the court should have awarded her maintenance. The court denied Ann's reconsideration motion, following a hearing. This appeal follows.

DISCUSSION

I. Unequal division of assets

¶15 Ann first argues the circuit court erroneously exercised its discretion by unequally dividing Robert's pension, the Sawyer County property, and the guns and coins. The division of property at divorce is committed to the circuit court's discretion. ***LeMere v. LeMere***, 2003 WI 67, ¶13, 262 Wis. 2d 426, 663 N.W.2d 789. We will uphold the circuit court's decision as long as it "'examined the relevant facts, applied a proper standard of law, and, using a demonstrated rational process, reached a conclusion that a reasonable judge could reach.'" ***Id.*** (quoting ***Long v. Long***, 196 Wis. 2d 691, 695, 539 N.W.2d 462 (Ct. App. 1995)). If a circuit court "fails to adequately set forth its reasoning in reaching a discretionary decision, this court will search the record for reasons to sustain that decision." ***Long***, 196 Wis. 2d at 698.

¶16 WISCONSIN STAT. § 767.61 governs the division of property at divorce.[1] First, the statute provides that certain property of the divorcing parties is not subject to division—specifically, property acquired by gift or by reason of another's death—unless refusal to divide the property will create a hardship on the other party or on the children of the marriage. Sec. 767.61(2). Next, the statute sets forth a presumption that all other property should be divided equally. Sec. 767.61(3). Nevertheless, a court may deviate from an equal division after considering the factors listed in § 767.61(3)(a)-(m).[2]

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[1] All references to the Wisconsin Statutes are to the 2013-14 version unless otherwise noted.

[2] The factors listed in WIS. STAT. § 767.61(3) are:

> (a) The length of the marriage.
>
> (b) The property brought to the marriage by each party.
>
> (c) Whether one of the parties has substantial assets not subject to division by the court.
>
> (d) The contribution of each party to the marriage, giving appropriate economic value to each party's contribution in homemaking and child care services.
>
> (e) The age and physical and emotional health of the parties.
>
> (f) The contribution by one party to the education, training or increased earning power of the other.
>
> (g) The earning capacity of each party, including educational background, training, employment skills, work experience, length of absence from the job market, custodial responsibilities for children and the time and expense necessary to acquire sufficient education or training to enable the party to become self-supporting at a standard of living reasonably comparable to that enjoyed during the marriage.
>
> (h) The desirability of awarding the family home or the right to live therein for a reasonable period to the party having physical placement for the greater period of time.

(continued)

¶17 WISCONSIN STAT. § 767.61(3) "explicitly requires that any deviation from the presumptive equal property division be based upon consideration of all the statutory factors." ***LeMere***, 262 Wis. 2d 426, ¶24.[3] However, a circuit court is not precluded "from giving one statutory factor greater weight than another, or from concluding that some factors may not be applicable at all." ***Id.***, ¶25. Failure to address factually inapplicable factors does not constitute an erroneous exercise of discretion. ***Id.***, ¶26. Moreover, a court's failure to consider all the statutory factors may be harmless, particularly where the overlooked factors are marginally or not at all relevant. ***Id.***, ¶27.

> (i) The amount and duration of an order under s. 767.56 granting maintenance payments to either party, any order for periodic family support payments under s. 767.531 and whether the property division is in lieu of such payments.
>
> (j) Other economic circumstances of each party, including pension benefits, vested or unvested, and future interests.
>
> (k) The tax consequences to each party.
>
> (L) Any written agreement made by the parties before or during the marriage concerning any arrangement for property distribution; such agreements shall be binding upon the court except that no such agreement shall be binding where the terms of the agreement are inequitable as to either party. The court shall presume any such agreement to be equitable as to both parties.
>
> (m) Such other factors as the court may in each individual case determine to be relevant.

[3] ***LeMere v. LeMere***, 2003 WI 67, ¶24, 262 Wis. 2d 426, 663 N.W.2d 789, refers to WIS. STAT. § 767.255(3) (2001-02), which was subsequently renumbered as WIS. STAT. § 767.61(3). *See* 2005 Wis. Act 443, § 109.

A. Robert's pension

¶18 Using a life expectancy of seventy-seven, Ann calculated Robert would receive $1,477,804.80 from his pension during the remainder of his life. Ann asked the circuit court to award her 47% of that amount, as a lump sum. However, the court instead awarded Ann 17.5% of each monthly pension payment.

¶19 In support of its decision, the court reasoned the "marital partnership" between Ann and Robert "existed for a minority portion of the pension being earned." Specifically, the court observed the pension was based on 20.26 years of active duty service, but only 6.77 of those years occurred during the marriage. The court therefore concluded only 33.4% of the pension was earned during the marriage.[4] It then divided that amount equally and concluded Ann was entitled to 16.7% of each monthly payment. However, because Robert was offering to pay Ann 17.5%, the court awarded her that slightly higher amount instead.[5]

¶20 The court rejected Ann's request for a lump sum payout, reasoning, "If the family had stayed together, these funds would have been received on a monthly basis[,]" and it therefore "ma[de] sense … to divide up the monthly

[4] This method of calculating one spouse's share of the other's pension is referred to as a coverture fraction. *See* ***Hokin v. Hokin***, 231 Wis. 2d 184, 189, 605 N.W.2d 219 (Ct. App. 1999) (defining a coverture fraction as "a fraction the numerator of which is the length of the marriage … and the denominator of which is [the spouse's] total years in the plan").

[5] Like the circuit court, Robert used a coverture fraction to calculate Ann's share of the pension. However, unlike the circuit court, Robert rounded the number of years of active duty down to twenty and rounded the number of years of active duty while married up to seven. Thus, Robert determined 35% of the pension was earned during the marriage, half of which is 17.5%.

payment." In addition, the court noted Ann "can certainly use monthly payment[s] while she struggles to establish what she hopes will become a profitable business."

¶21 Ann argues the circuit court erroneously exercised its discretion by unequally dividing Robert's pension after considering only a single statutory factor—the fact that Robert brought the majority of the pension to the marriage. *See* WIS. STAT. § 767.61(3)(b); *see also* ***Rodak v. Rodak***, 150 Wis. 2d 624, 630, 442 N.W.2d 489 (Ct. App. 1989) (premarital component of a pension plan may be relevant to how the asset is divided). Ann asserts the court "failed to engage in any analysis of the remaining twelve factors." We agree with Ann that the circuit court should have better explained its reasoning and related its decision to the statutory factors. However, as noted above, a court need only address those factors it determines are factually applicable. *See* ***LeMere***, 262 Wis. 2d 426, ¶¶25-26. Moreover, when a circuit court fails to explain its reasoning for a discretionary decision, we will independently review the record to determine whether it supports the court's decision. *See* ***Long***, 196 Wis. 2d at 698. In this case, the court's unequal division of Robert's pension is saved by our deferential standard of review and by the requirement that we search the record for reasons to sustain the court's decision.

¶22 In particular, we conclude other valid considerations support the circuit court's unequal division of Robert's pension. First, in addition to considering the pension in the property division, the court also considered the pension as income when setting child support. *See* ***Cook v. Cook***, 208 Wis. 2d 166, 169, 560 N.W.2d 246 (1997) (military retired pay must be included in property division and may also be considered as income to the recipient for purposes of calculating child support). Including the pension as income in the

child support calculation substantially increased Robert's child support obligation. This is a proper consideration under WIS. STAT. § 767.61(3)(m).

¶23 Second, before Robert retired, the parties agreed to participate in a survivor benefits plan, which would provide continued income for Ann in the event of Robert's death. Premiums for the survivor benefit plan were taken from Robert's monthly pension payments. The circuit court ordered Robert to continue paying these premiums following the parties' divorce. Thus, when dividing the pension, the court could reasonably consider the fact that participating in the survivor benefit plan reduced the monthly pension payments available to both parties but provided an additional benefit solely to Ann. Again, this is a proper consideration under WIS. STAT. § 767.61(3)(m).

¶24 Third, the circuit court's unequal division of the pension was consistent with its treatment of other assets in the property division. As we discuss in greater detail below, when considering other assets with premarital components, the court determined those portions brought to the marriage and to which there were few or no marital contributions should be divided unequally in favor of the premarital owner. The court's division of the pension was consistent with this overarching approach, which the court determined to be equitable under the circumstances. The overall property division may properly be considered when dividing an individual asset, pursuant to WIS. STAT. § 767.61(3)(m).

¶25 Ann argues that, by dividing the pension unequally, the circuit court "failed to view this marriage as a partnership" and devalued her contributions as a stay-at-home spouse. We disagree. The circuit court acknowledged Ann and Robert's "marital partnership," but it reasoned that partnership "existed for a minority portion of the pension being earned." In other words, the court found

that, while Ann contributed to the marital partnership, her contributions were not relevant to that portion of the pension Robert brought to the marriage. Again, property brought to the marriage is a proper factor for the court to consider when dividing an asset at divorce. *See* WIS. STAT. § 767.61(3)(b).

¶26 Ann also argues the circuit court's division of the pension was contrary to our decision in ***Hokin v. Hokin***, 231 Wis. 2d 184, 605 N.W.2d 219 (Ct. App. 1999). There, the husband and wife were married for twenty years. ***Id.*** at 189. The husband worked throughout the marriage, and the wife stayed home with the parties' son. ***Id.*** at 187-88. The husband was seventy-four years old at the time of the divorce trial, was in good health, and was still working full time. ***Id.*** at 188. The wife was fifty-three years old, was in good health, and was unemployed. ***Id.***

¶27 The husband's retirement account, which was worth $79,100 on the date of the marriage, had increased in value to $1,641,121 as of the trial date. ***Id.*** The circuit court used a coverture fraction to divide the retirement account. ***Id.*** at 189. That is, the court divided the length of the marriage by the husband's total number of years in the retirement plan in order to determine what portion of the retirement account was earned during the marriage. ***Id.*** The court then awarded each party half of the marital portion and awarded the remainder of the account to the husband. ***Id.***

¶28 We reversed. ***Id.*** at 200. We noted that property brought to the marriage "is an appropriate factor to consider in deviating from the presumed equal division of the marital estate," and a coverture fraction "may, depending on the facts in a particular case, be an appropriate way to divide a spouse's pension as part of the overall division of property." ***Id.*** at 194. The appropriate inquiry is

"whether the use of a coverture fraction is a proper exercise of the court's discretion … given the particular facts of the case and the applicable statutory and case law." ***Id.*** Under the particular circumstances, we concluded the circuit court's use of a coverture fraction was an erroneous exercise of discretion because it "[did] not adequately recognize the length of the marriage, [the wife's] contributions to it, or the [presumption of equal division]." ***Id.*** at 200. However, we stated, "In a shorter marriage, such an emphasis on which party generated the assets that make up the marital estate might well be appropriate." ***Id.*** (footnote omitted).

¶29 At nine years long, Robert and Ann's marriage was less than half the length of the marriage considered in ***Hokin***. *See* WIS. STAT. § 767.61(3)(a) (length of the marriage is a proper factor for consideration when deviating from an equal property division). Moreover, in ***Hokin***, we criticized the circuit court for viewing the husband's financial contributions to the marriage as "significantly greater than [the wife's] contributions as primary homemaker and caretaker of their child." ***Hokin***, 231 Wis. 2d at 198. We also faulted the circuit court for viewing the wife's failure to work outside the home as a negative factor in the property division, noting there was no financial need for the wife to work during the marriage. ***Id.*** at 198-200. Unlike the circuit court in ***Hokin***, the circuit court in this case did not expressly or impliedly devalue Ann's contributions to the marriage or fault her for failing to work outside the home. Moreover, as discussed above, additional factors in this case support the circuit court's unequal division of the pension.

¶30 Finally, although Ann faults the circuit court for failing to adequately address the factors listed in WIS. STAT. § 767.61(3), she does not explain on appeal why she believes those factors supported awarding her 47% of

Robert's pension. Ann discusses certain facts in the section of her principal appellate brief addressing Robert's pension, but she completely fails to tie those facts to the statutory factors. Under these circumstances, and given that we must search the record for reasons to sustain the circuit court's decision, we affirm the court's unequal division of Robert's pension.

B. The Sawyer County property

¶31 Ann next argues the circuit court erred by dividing the Sawyer County property unequally without properly considering the factors listed in WIS. STAT. § 767.61(3).[6] Specifically, the court awarded the Sawyer County property entirely to Ann, reasoning it was a "classic example of a premarital parcel that should not be included [to] equalize property division." The court noted Ann acquired the property as a result of her first marriage, and "[n]o substantial payments were made during [her marriage to Robert] that increased the equity or value of the parcel." Despite awarding the Sawyer County property to Ann, the court gave Ann the option to quitclaim her interest in the property to Robert to receive a credit against her equalization payment.

[6] Ann actually argues the court erred by "excluding" the Sawyer County property, the guns, and the majority of the coins from the property division. As noted above, all property of the divorcing spouses is subject to division, except property acquired by gift or by reason of another's death. *See* WIS. STAT. § 767.61(2)(a).

In its decision, the circuit court made several statements that, when read in isolation, suggest the court excluded the Sawyer County property, the guns, and the coins from the property division. However, when the court's decision is read as a whole, it is clear that the court actually approached the property division by first dividing these assets and Robert's pension unequally in favor of the party who brought them to the marriage, and then equally dividing the remainder of the parties' property. Thus, the operative question is not whether the court erred by excluding these items from the property division, but whether the court erred by deviating from the presumption of equal division with respect to these items.

¶32 Ann argues the court erroneously considered only one of the statutory factors when dividing the Sawyer County property—namely, the fact that Ann brought the property to the marriage.[7] *See* WIS. STAT. § 767.61(3)(b). We disagree, for three reasons. First, in addition to considering the fact that Ann brought the Sawyer County property to the marriage, the court also considered the fact that no significant contributions to the property's value were made during the marriage. This is a proper consideration under § 767.61(3)(m).

¶33 Second, the court's unequal division of the Sawyer County property is reasonable, in light of the overall property division. In dividing the parties' property, the circuit court clearly tried to reach a solution that would allow Ann to retain possession of the campground. Ann had testified that owning the campground was her lifelong dream, and both parties' testimony showed an agreement during the marriage that Ann should pursue that dream. The court found the campground had a net value of $146,283. However, allowing Ann to keep the campground resulted in her owing Robert a significant equalization payment. Contrary to Ann's assertion, the court recognized that Ann would have difficulty making this payment because she did not have significant liquid assets and would likely have some difficulty obtaining a loan. Accordingly, the court divided the Sawyer County property unequally, awarding it entirely to Ann, but then gave her the option to quitclaim her interest in the property to Robert, which would completely eliminate the equalization payment. The overarching goal of

[7] In support of her argument regarding the Sawyer County property, Ann impermissibly relies on an unpublished, per curiam decision, in violation of WIS. STAT. RULE 809.23(3). We caution counsel that future rule violations may result in monetary sanctions. *See* WIS. STAT. RULE 809.83(2).

the property division was a proper factor for the court to consider in dividing the Sawyer County property. *See* ***id.***

¶34 Third, while Ann again faults the circuit court for failing to consider all of the factors listed in WIS. STAT. § 767.61(3), she does not explain why any of the factors the court failed to consider were relevant. Failure to address factually inapplicable factors when dividing property is not an erroneous exercise of discretion. ***LeMere***, 262 Wis. 2d 426, ¶26. Accordingly, we affirm the circuit court's decision with respect to the Sawyer County property.

C. Guns

¶35 Ann next challenges the circuit court's decision to divide Robert's guns unequally by awarding them entirely to Robert.[8] At the contested hearing, Robert submitted a list of the guns he owned, which was marked as Exhibit 15. Exhibit 15 claimed Robert owned eleven guns, a gun safe, a rolling gun case, a scope, a night sight, and cleaning supplies. The exhibit listed the "purchased value" for each of these items and claimed their total value was $4,355. It also claimed all eleven guns were acquired before the marriage, and four were acquired by gift or inheritance. Robert conceded at the contested hearing that he did not have the guns appraised, but he asserted he could not do so because they were in Ann's possession.

[8] The circuit court noted it was undisputed that Robert gave Ann a handgun during the marriage, and Robert conceded that gun belonged to her. The court appears to have properly awarded the handgun to Ann, and she does not raise any argument regarding this gun on appeal. Accordingly, we do not address it further.

¶36 Ann asserted the guns were worth $35,000. However, she did not provide any evidence in support of that amount, which she conceded was a "guess[]." She did not clarify how many guns she believed Robert owned or how much she believed any of the individual guns were worth.

¶37 The circuit court concluded the guns were "premarital," and, as a result, it "would not be logical to include them in the property division."[9] The court also noted there was no basis in the record for Ann's assertion that the guns were worth $35,000. Accordingly, the court stated there was "an absolute void in a monetary value that prevents this Court from assigning a dollar amount to [Robert]."

¶38 Again, Ann argues the circuit court improperly awarded the guns entirely to Robert after considering only one statutory factor—the fact that Robert brought the guns to the marriage. *See* WIS. STAT. § 767.61(3)(b). However, as previously stated, a circuit court's failure to consider factually inapplicable factors does not constitute an erroneous exercise of discretion. ***LeMere***, 262 Wis. 2d 426, ¶26. Ann does not explain why any of the other factors listed in § 767.61(3) were relevant to the division of the guns. Moreover, the court's treatment of the guns was consistent with its overall approach to the property division. We therefore reject Ann's argument that the court erred by failing to consider additional statutory factors.

[9] The circuit court did not distinguish between guns acquired by gift or by reason of another's death and guns acquired by other means. Robert asserted four of his guns were acquired by gift or inheritance, and Ann did not present any evidence to the contrary. Thus, those four guns were not subject to division, *see* WIS. STAT. § 767.61(2)(a), regardless of whether the court properly divided the other guns.

¶39 However, Ann also argues the evidence does not support the court's finding that all of the guns were acquired before the marriage. We agree with Ann on this point. On Exhibit 15, Robert claimed he owned eleven guns, all of which were acquired before the marriage. However, at the contested hearing, Robert conceded he owned one gun not listed on Exhibit 15—a Mossberg .410 that was purchased during the marriage. He further conceded the gun safe listed on Exhibit 15 was purchased during the marriage. Based on Robert's own testimony, the circuit court's finding that all the guns were acquired before the marriage is clearly erroneous. We therefore reverse in part and remand for the circuit court to exercise its discretion in dividing the Mossberg .410 and the gun safe.

D. Coins

¶40 Ann also argues the circuit court erroneously exercised its discretion by unequally dividing Robert's coin collection. At the contested hearing, Ann testified Robert purchased about $500 per month in coins throughout their entire marriage. She estimated the entire collection was worth $20,000. Conversely, Robert testified the coins were worth only $5,000. Robert's property division proposal stated the coins were "90% premarital," and only $300 in coins were purchased during the marriage. However, Robert did not provide any evidence in support of those assertions. In fact, Robert specifically testified he purchased $500 in coins while the family was in Germany and $300 in coins in December 2010. He did not testify as to when the remainder of the coins were purchased.

¶41 The circuit court adopted Robert's property division proposal with respect to the coins. It determined 90% of the coins were acquired before the marriage, and it therefore divided the coins unequally by awarding the premarital

portion solely to Robert. The court concluded only $300 in coins were purchased during the marriage.

¶42 We agree with Ann that there is no logical basis for the circuit court's division of the coins. The court could reasonably base its unequal division of the coins on the fact that some were acquired prior to the marriage. *See* WIS. STAT. § 767.61(3)(b). However, there is no basis for the court's finding that only $300 in coins were purchased during the marriage. While the court was not required to accept Ann's testimony that Robert spent $500 per month on coins throughout the marriage, Robert's own testimony showed he purchased at least $800 in coins during the marriage. Robert did not provide any evidence showing when the remainder of the coins were purchased. Accordingly, the court could not reasonably conclude only $300 in coins were purchased during the marriage. We therefore reverse the court's division of the coins and remand for the court to properly exercise its discretion in dividing this asset.

II. The Janus account and rental income from the Lodi property

¶43 Ann next argues the circuit court erroneously exercised its discretion by failing to include two assets in the property division: about $3,000 that Robert withdrew from a Janus account several months before the divorce petition was filed, and $15,000 in rental income Robert received from the Lodi property after the temporary order was entered. In support of these arguments, Ann cites WIS. STAT. § 767.63, which states:

> In an action affecting the family … any asset with a fair market value of $500 or more that would be considered part of the estate of either or both of the parties if owned by either or both of them at the time of the action and that was transferred for inadequate consideration, wasted, given away, or otherwise unaccounted for by one of the parties within one year prior to the filing of the petition or the

> length of the marriage, whichever is shorter, is rebuttably presumed to be property subject to division under s. 767.61[.]

¶44 We reject Ann's argument that the court was required to include these assets in the property division under WIS. STAT. § 767.63. With respect to the Janus account, § 767.63 plainly states that the rebuttable presumption of inclusion in the marital estate applies only when an asset was transferred for inadequate consideration, wasted, given away, or otherwise unaccounted for by one of the parties. Ann does not explain on appeal why she believes Robert's withdrawal of the Janus funds met this requirement. Robert testified at the contested hearing that he used some of the funds from the Janus account to pay for repairs to a glass door he broke while playing pool, and he used some of the funds to purchase a chain saw to cut firewood for the campground. He could not remember how he spent "the change that was left over[.]" Based on Robert's testimony, the circuit court could reasonably conclude Robert spent the funds on marital expenses, and, accordingly, they were not transferred for inadequate consideration, wasted, given away, or otherwise unaccounted for.[10]

¶45 With respect to the rental payments, Ann contends they are "unaccounted for," and the rebuttable presumption of divisibility set forth in WIS. STAT. § 767.63 therefore applies.[11] Again, we disagree. The temporary order

[10] The circuit court did not specifically address the Janus account in either its initial decision or its decision denying Ann's motion for reconsideration. However, if a circuit court fails to adequately explain its reasoning, we will search the record for reasons to sustain its discretionary decision. ***Long v. Long***, 196 Wis. 2d 691, 698, 539 N.W.2d 462 (Ct. App. 1995)). Here, the record supports a decision not to include the Janus funds in the property division.

[11] We question whether WIS. STAT. § 767.63 actually governs the rental income, given that it was not received or spent until after the divorce petition was filed. We need not resolve this issue, however, given our conclusion that the rental income was not "unaccounted for."

made Robert responsible for payments on the mortgage and line of credit loans on the Lodi property pending the circuit court's final judgment. Robert testified he used the rental income he received from the property to make those payments. The circuit court credited Robert's testimony, and its credibility finding in that regard is not clearly erroneous. *See* ***State v. Thiel***, 2003 WI 111, ¶23, 264 Wis. 2d 571, 665 N.W.2d 305 (We will not disturb a circuit court's credibility assessments unless they are clearly erroneous.). Based on Robert's testimony, the court could reasonably reject Ann's argument that the rental income was "unaccounted for."

¶46 Ann cites ***Forester v. Forester***, 174 Wis. 2d 78, 496 N.W.2d 771 (1993), in support of her argument that the court should have considered the rental income in the property division. However, ***Forester*** is distinguishable. There, a temporary order directed the parties to file a joint tax return for the year 1989 and directed the husband to deposit their tax refund for that year with the clerk of courts. ***Id.*** at 94. The temporary order also assigned responsibility to the husband for his own 1990 state and federal income taxes. ***Id.*** Instead of depositing the 1989 refund with the clerk of courts, the husband used it to pay his 1990 tax obligations. ***Id.*** As a result, the circuit court included the 1989 refund in the property division. ***Id.*** at 95. We affirmed that decision on appeal. ***Id.***

¶47 The temporary order in ***Forester*** specifically contemplated that the husband would pay his own 1990 tax liabilities using funds other than the 1989 refund. In contrast, here, the temporary order did not specify which funds Robert should use to pay the debts on the Lodi residence. Nothing in the temporary order prevented Robert from securing a tenant for the property and using the rental income to pay the debts. Ann's reliance on ***Forester*** is therefore misplaced.

¶48 For the foregoing reasons, we affirm the circuit court's judgment to the extent it declined to include the Janus funds and the rental income in the property division.

III. Timing of the equalization payment

¶49 Ann next argues the circuit court erroneously exercised its discretion by ordering her to make the equalization payment of $41,026 to Robert within sixty days of the court's decision. Ann argues it was not feasible for her to make the payment within sixty days because the property awarded to her in the property division "is all subject to security interests and pledged as collateral for the campground[.]" She further asserts the court performed "no analysis … regarding the actual ability of Ann to obtain the funds within the time frame specified."

¶50 We conclude the court properly exercised its discretion by ordering the equalization payment to be made within sixty days. In its decision, the court noted it generally "gives 45 days for a payout when it is clear that a marital homestead has equity that will provide a collateral base." However, the court stated the assets in the instant case were "more complex," and it was therefore likely it would "take additional time to obtain a loan by using the assets available." Accordingly, the court gave Ann sixty days to make the payment.

¶51 More importantly, recognizing the difficulty Ann might face in obtaining a loan, the court gave her two additional options to satisfy some or all of the equalization payment. First, the court gave her the option to quitclaim her interest in the Lodi property to Robert, which would result in a $9,960 credit toward the equalization payment. Second, the court stated Ann could quitclaim

her interest in the Sawyer County property to Robert, which would completely eliminate the equalization payment.[12] Ann therefore had two reasonable options to satisfy some or all the equalization payment, aside from obtaining a loan. Under these circumstances, the court's decision to require the payment within sixty days was not an erroneous exercise of discretion.

IV. Use of Exhibit 10 to determine the campground's debts

¶52 Ann also argues the circuit court erred by using Exhibit 10, a balance sheet Ann submitted at the contested hearing, to determine the campground's debts. Ann argues the court should have instead relied on the amounts listed on Exhibit 2, her financial disclosure statement, and Exhibit 3, her property division proposal.

¶53 For instance, the circuit court relied on Exhibit 10 to conclude the campground's two loans from First National Bank had a combined balance of $1,475,801.06. However, Ann asserts the correct balance, as of the contested hearing date, was $1,579,357.78. In support of this claim, Ann relies on a document attached to Exhibit 2, which she asserts she printed from the internet the day before the contested hearing. Ann argues this document conclusively shows the circuit court erred by adopting the amount listed on Exhibit 10 as the balance for the First National loans.

[12] Ann suggests this option is not actually viable because the Sawyer County property is "pledged as collateral for the campground[.]" She cites her own testimony from the contested case hearing in support of this assertion. However, Robert testified to the contrary, and Ann does not point to any documentary evidence supporting her claim. In light of the parties' conflicting testimony, and the lack of documentary evidence, the circuit court was free to accept Robert's testimony rather than Ann's.

¶54 We disagree. Exhibit 10 states it is current "[a]s of December 11, 2013[,]" the date of the contested hearing. Ann testified she received Exhibit 10 from her accountant the day before the hearing. While Ann asserts on appeal that Exhibit 10 is "flawed," she does not provide any specific explanation as to why she believes the First National loan balance listed on Exhibit 10 is incorrect.[13] Lacking any explanation from Ann, the circuit court was entitled to view Exhibit 10, which was either prepared or reviewed by Ann's accountant the day before the hearing, as credible evidence of the amounts owed on the First National loans.

¶55 Moreover, while Ann relies heavily on the internet print-out attached to Exhibit 2, the circuit court could reasonably reject that document. The print-out vaguely states it was printed from "NetTeller," and the NetTeller account in question was last accessed December 10, 2013, the day before the contested case hearing. It then lists a combined balance of $1,579,357.78 for "CR LOAN 0001" and "CR LOAN 0003[.]" Nowhere does the document specifically identify these loans as the First National loans. Ann does not explain how "NetTeller" is associated with First National Bank, nor does she provide any documentation directly from the bank.

¶56 In addition, Ann neglects to point out in her appellate briefs that her property division proposal, Exhibit 3, stated a completely different balance for the First National loans: $1,582,770. Ann does not explain on appeal, and did not explain in the circuit court, why this number differs from the amount listed on

[13] At trial, Ann testified an earlier version of the balance sheet, Exhibit 9, was inaccurate because at least one debt was not listed in the correct category. However, she never asserted the First National loans were listed in the incorrect category on either Exhibit 9 or Exhibit 10, and she never explained why the balance listed on Exhibit 10, which purported to be current as of the hearing date, did not match the balance listed on Exhibit 2.

Exhibit 2 and the attached print-out. Presented with three different numbers from Ann as to the balance of the First National loans, without any explanation for the discrepancies, the circuit court could reasonably accept the amount listed on Exhibit 10.

¶57 Aside from the First National loans, Ann also argues the circuit court improperly relied on Exhibit 10 to establish the balances of several other debts.[14] Exhibit 10 listed a note payable to Anita Bowman in the amount of $30,000. On Exhibit 3, Ann asserted the current balance of that note was $32,448. At the contested hearing, Ann testified she borrowed $30,000 from Anita Bowman in 2011 at four percent interest, and the additional $2,448 represented accumulated interest on the note.[15] Similarly, Exhibit 10 also listed a note payable to Ellen Piff in the amount of $15,000. On Exhibit 3, Ann asserted the current balance of that note was $16,873. She testified the loan was subject to four percent interest, and the additional $1,873 represented accumulated interest on the note.

¶58 Ann did not provide any documentation supporting her claim that the balances due on the Bowman and Piff notes were greater on the contested hearing date than when the notes were first granted.[16] She merely provided copies of the notes. She did not provide any payment histories or documents confirming the notes' balances. Given this lack of evidence, the circuit court could reasonably

[14] We do not attempt to address all the debts claimed on Ann's financial disclosure statement, only those specifically challenged on appeal.

[15] A $30,000 note to Jacqueline and William Bowman, dated June 16, 2011, is attached to Exhibit 2. The parties appear to agree that this is the "Anita Bowman" note referenced on Exhibits 3 and 10.

[16] The contested hearing occurred on December 11, 2013. The Bowman note was due in June 2012, and the Piff note was due in March 2013.

accept the balances listed on Exhibit 10, which was reviewed by Ann's accountant the day before the contested hearing and purported to be current as of the hearing date.

¶59 Ann next argues the circuit court improperly used $20,359.96 as the amount of a debt to Bauer Electric, based on Exhibit 10, rather than $20,825, as claimed on Exhibit 3. However, Ann provides no explanation for the discrepancy between these amounts. Although she suggests that documents attached to Exhibit 2 support the amount claimed on Exhibit 3, Exhibit 2 merely contains a letter in which Ann proposed a payment plan for unpaid amounts due to Bauer Electric. The letter does not state the initial amount of the debt, nor does Ann provide any other document showing the amount of the debt as of the contested hearing date. The circuit court could therefore reasonably rely on Exhibit 10, instead of Exhibit 3, to establish the amount of the debt to Bauer Electric.[17]

¶60 Lastly, Ann argues Exhibit 10 incorrectly listed the balances due on three credit cards related to the campground. First, Exhibit 10 listed a balance of $5,854.75 on a Visa business rewards card, but Ann submitted a statement for the period from October 5, 2013 to November 11, 2013, showing a balance of $7,122.89. Second, Exhibit 10 listed a balance of $750 on a Citi Platinum Select card, but Ann submitted a statement for the period from October 15, 2013 to November 13, 2013, showing a balance of $900.30. Third, Exhibit 10 listed a balance of $3,361 for a Chase Slate card, but Ann submitted a statement for the

[17] Moreover, we observe that the amount of the Bauer Electric debt differs by only $465.04 between Exhibits 3 and 10. We do not appreciate having our limited resources strained in order to resolve this and other patently de minimis issues raised by Ann's appeal.

period from October 7, 2013 to November 6, 2013, showing a balance of $3,203.27.

¶61 Ann argues the credit card statements she provided conclusively established the balances due on the credit cards as of the contested hearing date. However, the statements Ann provided showed the balances, at the latest, as of November 13, 2013. The contested hearing did not occur until December 11, 2013. Additional charges could have occurred during the interim, resulting in the higher Visa and Citi card balances reflected on Exhibit 10. Moreover, we once again observe that Exhibit 10 purports to be current as of the hearing date, and Ann conceded her accountant reviewed it the day before the hearing. Ann did not explain at the hearing why the credit card balances listed on Exhibit 10 were different from the balances shown on the statements she provided. Under these circumstances, the circuit court could reasonably rely on Exhibit 10 to determine the credit card balances.

¶62 For the foregoing reasons, we affirm the circuit court's decision to use Exhibit 10 to calculate the campground's debts.

V. Ann's imputed income

¶63 Ann next argues the circuit court improperly imputed income to her for purposes of calculating child support. When calculating child support, a court may impute income to a parent—that is, consider the parent's earning capacity, rather than the parent's actual income—only if the court concludes the parent has been "shirking." ***Chen v. Warner***, 2005 WI 55, ¶20, 280 Wis. 2d 344, 695 N.W.2d 758. To conclude a parent is shirking, the court need not find that the parent deliberately reduced his or her earnings to avoid support obligations. ***Id.*** Instead, the court must find that the parent's decision to reduce or forego income

was both voluntary and unreasonable under the circumstances. ***Id.*** The reasonableness of a parent's decision to forego income presents a question of law that we review independently. ***Id.***, ¶¶41, 77; ***Sellers v. Sellers***, 201 Wis. 2d 578, 587, 549 N.W.2d 481 (Ct. App. 1996). However, because the reasonableness determination is closely intertwined with factual findings, we give appropriate deference to the circuit court's decision, taking care not to usurp the circuit court's role as fact finder. ***Chen***, 280 Wis. 2d 344, ¶¶41, 43-44, 77; *see also* ***Sellers***, 201 Wis. 2d at 587.

¶64 Based on Ann's army rank, as well as her advanced education, the circuit court determined Ann had an "earning capability" above her current level. However, the court also noted the evidence established

> there was a mutual understanding between the parties of [Ann's] desire to own a resort or campground. This was not a whim, but was a long-standing ambition. Planning occurred over some time, including when [Robert] was based in Germany. Both parties participated in planning for the business. Once [Ann] had reviewed different possibilities, [Robert] came over to look at the finalists and actively participated in all of the financing and acquisition steps.

Nevertheless, the court concluded it was "readily apparent" that Ann "could also be substitute teaching, especially during these slack business times such as Winter." The court noted Ann's education "actually provides a better background for substitute teaching than that of [Robert]," but it ultimately imputed less income to Ann than Robert, "based upon the marital partnership concept of business development that was long-standing between this couple." Specifically, the court concluded Ann had the capacity to work thirty-five hours per week earning the minimum wage, and it imputed income to her on that basis.

¶65 Ann argues the court erred by imputing income to her because it never made an explicit finding of shirking. However, a court need not use the word "shirking" in order to impute income to a party. ***Scheuer v. Scheuer***, 2006 WI App 38, ¶11, 290 Wis. 2d 250, 711 N.W.2d 698. Instead, "[t]he test is whether the reduction in actual earnings was voluntary and unreasonable under the circumstances." ***Id.***

¶66 Ann next asserts the circuit court found it "reasonable for [her] to be working on the campground business[.]" If it was reasonable for her to work at the campground, Ann argues it could not have been unreasonable for her to forego other employment. We disagree. The circuit court implicitly concluded Ann's decision to work at the campground was reasonable, given the parties' substantial investments of time and money in the business. That conclusion, however, did not prevent the court from finding it was unreasonable for Ann to decline to seek additional employment, particularly during the winter months when the campground's business was "slack."

¶67 Moreover, while Ann asserts her work at the campground is "very demanding," and therefore prohibits her from maintaining other employment, she does not point to any evidence showing the actual number of hours she works. In addition, none of the portions of the record Ann cites reflect the demands of her job during the winter months. Robert asserts in his appellate brief that there is "no indication that this business, other than having in the past kept a bar open, is a serious, year-round operation." Ann does not respond to this contention in her reply brief, and we therefore deem it conceded. *See* ***Charolais Breeding Ranches, Ltd. v. FPC Secs. Corp.***, 90 Wis. 2d 97, 108-09, 279 N.W.2d 493 (Ct. App. 1979). Under these circumstances, we agree with the circuit court that Ann's decision to

forego additional income was unreasonable under the circumstances. Accordingly, we affirm the court's decision to impute income to Ann.

VI. Robert's imputed income

¶68 Ann next argues the circuit court did not impute sufficient income to Robert for purposes of calculating child support. Robert testified he was working as a substitute teacher about eight days per month at the time of the contested hearing, making $720 per month, or $90 per day. The circuit court found that Robert had "employable skills," based on his bachelor's degree and advanced military rank. However, the court also noted that Robert wanted to remain near his children.[18] Thus, while the court found that Robert could "find a more lucrative job," it stated it was "more realistic that he be expected to spend four days a week" substitute teaching. Based on Robert's testimony that he was paid $90 per day as a substitute teacher, the court concluded he had the capacity to earn $1,440 per month.[19]

[18] Robert had testified he believed he could obtain "good employment" if he moved to another area, but he did not want to move away from his children.

[19] Robert testified he was working about two days per week at a wage of $90 per day and earned a total of $720 per month. In order to calculate Robert's income if he worked four days per week, the circuit court simply doubled the monthly income he earned working two days per week.

Ann asserts the circuit court erred because "$90.00 a day, four days a week actually generates an income of $1560.00 per month[.]" Ann does not explain the basis for this calculation, but we assume she multiplied four days per week by fifty-two weeks per year, then divided the result by twelve months per year to determine the number of days Robert would work each month, then multiplied the result by $90 per day. Although Ann's method appears to be sound, we are not convinced the alternative method used by the circuit court was erroneous. In addition, although neither party raises the issue, we observe that neither the circuit court's nor Ann's method takes into account school breaks or addresses whether Robert could work in summer school programs at the same $90 daily rate.

¶69 Ann contends the circuit court should have instead imputed to Robert a yearly income of $60,000, or $5,000 per month. Ann notes that Robert was only forty-five at the time of the contested hearing, and in 2010 he earned $98,380. Ann also relies on her own testimony from the contested hearing that Robert is qualified for "multi-functional" jobs in "planning, logistics, coordinating, transportation, [and] maintenance." As the basis for this opinion, Ann noted she and Robert performed similar work in the army, although Robert had ten more years of experience. Ann further testified that, if she were looking for a job, she would not accept a position that paid less than $60,000 per year.

¶70 The circuit court was not required to accept Ann's lay opinion regarding Robert's earning capacity. *See* ***State v. Peppertree Resort Villas, Inc.***, 2002 WI App 207, ¶19, 257 Wis. 2d 421, 651 N.W.2d 345 ("When the circuit court acts as the finder of fact, it is the ultimate arbiter of the credibility of the witnesses and the weight to be given to each witness's testimony."). Ann is not a vocational expert, and neither party presented expert testimony on the issue of Robert's earning capacity. Further, while Ann testified, generally, that Robert was qualified for certain types of jobs, she provided no basis for the circuit court to conclude any jobs fitting those criteria were available in the area where the parties live. In addition, while Ann asserts on appeal that it is "not unreasonable" to expect Robert to commute, she presented no evidence regarding the length or feasibility of a hypothetical commute.

¶71 Ann also argues the circuit court failed to consider when setting Robert's earning capacity that Robert was the family's primary source of income for many years and that the children became accustomed to a high standard of living during the marriage. However, the evidence shows that the parties made a joint decision to proceed with the campground business, an undertaking that is, in

large part, responsible for the parties' current financial situation. Ann's own testimony also demonstrated that the parties agreed Robert would retire, at the latest, in 2012. Ann does not explain why Robert should now be forced to pay for decisions the parties made together during the marriage.

¶72 In addition, while the circuit court did not address the parties' standard of living in the context of child support, it addressed a similar argument with respect to maintenance, stating:

> [I]t is important to remember that [Ann] made a conscious decision to move to the future campground site, knowing what facilities she was purchasing. Comparing that to a rented unit in Germany is not logical under the circumstances. She now lives in a lifestyle she chose during the marriage.

This analysis is equally applicable to child support. While the children may have enjoyed a higher standard of living in the past, decisions the parties made jointly during the marriage have made it impossible to maintain that standard. Ann presented no evidence that it was actually feasible for Robert to find a job paying $60,000 per year. Under these circumstances, the court properly declined Ann's request to impute $60,000 in yearly income to Robert for purposes of calculating child support.

VII. Failure to award Ann maintenance

¶73 Ann next contends the circuit court erred by declining to award her maintenance. At the contested hearing, Ann requested that the court award her maintenance for three to five years. However, in her posthearing brief, Ann instead asked that maintenance be held open for three years. The circuit court granted that request.

¶74 Ann then moved for reconsideration. She contended her request that the court hold open maintenance was contingent on the court imputing to Robert at least $60,000 per year in income. If the court had imputed income to Robert in that amount, Ann asserted Robert's child support obligation would have been much higher, such that there "wouldn't have been sufficient money for maintenance." In light of the court's decision to impute less income to Robert, Ann argued the court was required to perform a statutory maintenance analysis, considering the factors listed in WIS. STAT. § 767.56(1c).[20] The circuit court

[20] WISCONSIN STAT. § 767.56(1c) provides:

> Upon a judgment of annulment, divorce, or legal separation, or in rendering a judgment in an action under s. 767.001 (1) (g) or (j), the court may grant an order requiring maintenance payments to either party for a limited or indefinite length of time, subject to sub. (2c), after considering all of the following:
>
> (a) The length of the marriage.
>
> (b) The age and physical and emotional health of the parties.
>
> (c) The division of property made under s. 767.61.
>
> (d) The educational level of each party at the time of marriage and at the time the action is commenced.
>
> (e) The earning capacity of the party seeking maintenance, including educational background, training, employment skills, work experience, length of absence from the job market, custodial responsibilities for children and the time and expense necessary to acquire sufficient education or training to enable the party to find appropriate employment.
>
> (f) The feasibility that the party seeking maintenance can become self-supporting at a standard of living reasonably comparable to that enjoyed during the marriage, and, if so, the length of time necessary to achieve this goal.
>
> (g) The tax consequences to each party.

(continued)

denied Ann's motion for reconsideration, without specifically addressing her maintenance argument or analyzing the statutory factors.

¶75 Maintenance determinations are committed to the circuit court's discretion. ***LeMere***, 262 Wis. 2d 426, ¶13. Here, we conclude the circuit court's initial decision to hold open maintenance for three years was not an erroneous exercise of discretion because Ann asked the court to hold open maintenance, and she did not clearly condition that request on the court imputing a certain level of income to Robert. *See* ***Shawn B.N. v. State***, 173 Wis. 2d 343, 372, 497 N.W.2d 141 (Ct. App. 1992) ("We will not review invited error."). However, we agree with Ann that, in response to her motion for reconsideration, the court did not adequately explain its reasons for declining to award her maintenance. Nevertheless, we again observe that when a circuit court fails to explain its reasons for a discretionary decision, we independently review the record to determine whether it supports the court's decision. ***Long***, 196 Wis. 2d at 698. In this case,

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> (h) Any mutual agreement made by the parties before or during the marriage, according to the terms of which one party has made financial or service contributions to the other with the expectation of reciprocation or other compensation in the future, if the repayment has not been made, or any mutual agreement made by the parties before or during the marriage concerning any arrangement for the financial support of the parties.
>
> (i) The contribution by one party to the education, training or increased earning power of the other.
>
> (j) Such other factors as the court may in each individual case determine to be relevant.

our independent review of the record convinces us the court did not erroneously exercise its discretion by declining to award Ann maintenance.[21]

¶76 We begin by noting that several of the factors listed in WIS. STAT. § 767.56(1c) neither favor nor disfavor awarding maintenance to Ann. The parties had a medium-length marriage, they are about the same age, and neither complained of significant physical or emotional health problems at the contested hearing. *See* § 767.56(1c)(a), (b). The parties did not point out any tax consequences of awarding maintenance to Ann, nor is there any evidence of a mutual agreement for future compensation or financial support. *See* § 767.56(1c)(g), (h). In addition, the circuit court determined Ann and Robert had comparable earning capacities, although Robert's was slightly higher. *See* § 767.56(1c)(e).

¶77 Ann contributed to Robert's increased earning power by staying home to care for the parties' family while Robert focused on his career, which militates in favor of a maintenance award. *See* WIS. STAT. § 767.56(1c)(i). However, the remaining statutory factors support the circuit court's decision not to award maintenance.

¶78 First, Ann was able to earn a master's degree during the marriage, while Robert's educational level remained the same. *See* WIS. STAT. § 767.56(1c)(d).

[21] In addition, we again observe that, while Ann faults the circuit court for failing to address the statutory factors, she does not explain on appeal why she believes the statutory factors support a maintenance award.

¶79 Second, while Ann argued in the circuit court that her standard of living had decreased dramatically since the marriage, *see* WIS. STAT. § 767.56(1c)(f), the circuit court appropriately concluded that change was a result of the parties' joint decision to open the campground. Thus, the court reasoned it was not logical to compare Ann's current standard of living to the luxurious standard of living the parties enjoyed while Robert was stationed in Germany. In addition, we observe that § 767.56(1c)(f) requires the court to consider the "feasibility" that the party seeking maintenance will be able to become self-supporting at a standard of living comparable to that enjoyed during the marriage. Given the parties' financial situation, which is due in large part to their joint decision to open the campground, it is not reasonably feasible that either party will soon enjoy a standard of living comparable to that enjoyed during the marriage.

¶80 Third, the circuit court's overall division of the parties' property supports a decision not to award maintenance. *See* WIS. STAT. § 767.56(1c)(c). Although the court divided Robert's pension unequally, the remainder of the court's property division was designed to ensure that Ann could remain in possession of the campground. The court credited Ann's testimony that opening the campground was her dream, and it structured the property division accordingly. The court could have instead ordered the campground sold and the proceeds divided between the parties.

¶81 In light of the statutory factors, we conclude the circuit court appropriately declined to award Ann maintenance and instead properly held maintenance open for three years, consistent with Ann's posthearing request. We therefore affirm that portion of the judgment addressing maintenance.

VIII. Responsibility for the mortgage and line of credit loans on the Lodi residence

¶82 Finally, Ann asserts the circuit court erred by failing to assign responsibility for payments on the mortgage and line of credit loans on the Lodi residence pending its sale. Robert responds that this issue was resolved pursuant to a stipulation and order entered on November 4, 2014, nearly seven months after the circuit court's final judgment was entered. In reply, Ann claims the order failed to address responsibility for payments due between the date of the final judgment and November 4, 2014.

¶83 Ann is correct. The November 4, 2014 order simply states, "[Ann] shall apply the rental payments on the parties' real estate in Lodi, Wisconsin, for which she is receiving the rental payments, to the mortgage, insurance and tax payments thereon." The order does not address mortgage payments that were due before November 4, 2014. The order also fails to address the line of credit loan. We therefore remand for the circuit court to address responsibility for the mortgage payments from the date of the final judgment until November 4, 2014, as well as responsibility for payments on the line of credit loan.

¶84 No WIS. STAT. RULE 809.25(1) costs allowed to either party.

By the Court.—Judgment affirmed in part; reversed in part and cause remanded for further proceedings.

This opinion will not be published. *See* WIS. STAT. RULE 809.23(1)(b)5.