ATTACHMENTS

APPOINTMENT

1.4

City of Sheboygan
spirit on the lake.

August 18, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET

NAME	APPOINTED	EXPIRES
MIKE VANDERSTEEN (Mayor)	09/01/14	04/30/15
JULIE KATH (Alderperson)	090/1/14	04/30/15
HENRY CAPETILLO (Gateway Neighborhood Association)	09/01/14	04/30/15
STEVE BENISH (Gateway Alternate)	09/01/14	04/30/15
GREG LIEBIG (Ellis Historical Neighborhood Association)	09/01/14	04/30/15
ELLEN MURPHY (Ellis Neighborhood Alternate)	09/01/14	04/30/15
CHAD PELISHEK (Director of Planning & Development)	09/01/14	04/30/15
CHRIS DOMAGALSKI (Chief of Police)	09/01/14	04/30/15
Diane Wilcenski (Sheboygan Neighborhood Pride President)	09/01/14	04/30/15

MICHAEL J. VANDERSTEEN, MAYOR

Lies over

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

I

Hearing No. ____ - 14 - 15. September 2, 2014.

A Hearing will be held this evening in regards to a proposed Ordinance creating commuter impacted parking on the east and west sides of N. 11th St. between North Ave. and School Ave.

All interested persons will be heard.

H

Publish - Thursday, August 21, 2014.

OFFICIAL NOTICE

NOTICE IS HEREBY GIVEN that the Common Council of the City of Sheboygan will hold a hearing in regards to a proposed Ordinance creating commuter impacted parking on the east and west sides of N. 11th St. between North Ave. and School Ave. on Tuesday, September 2, 2014, at 6:00 p.m. on the 3rd floor of City Hall in the Council Chambers, 828 Center Ave. If you have any questions, please feel free to contact Ryan Sazama/City Engineer at 459-3485. (The traffic study pertaining to Sec. 118-194, Criteria for Determining Impacted Streets of the City of Sheboygan Municipal Code, does meet all necessary criteria to be eligible.

SUSAN RICHARDS

CITY CLERK

RODRIGUEZ, OMAR &
ROXANNE
2811 N 11TH ST
SHEBOYGAN, WI 53083-4019

NELSON, MARGARET L.
2703 N 11TH ST
SHEBOYGAN, WI 53083-4015

KATTE, SUSAN K.
2706 N 11TH ST
SHEBOYGAN, WI 53083-4014

RESIDENT
2718 N. 11TH ST.
SHEBOYGAN, WI 53083

GRECH, ALEX W.
2411 LAKESHORE DR
SHEBOYGAN, WI 53081-6347

GEIER, JOAN K
2721 N 11TH ST
SHEBOYGAN, WI 53083-4015

RESIDENT
2722 N. 11TH ST
SHEBOYGAN, WI 53083

SOUTH PIER, LLC
2808 KOHLER MEMORIAL DR
SHEBOYGAN, WI 53081-3177

RESIDENT
2724 N. 11TH STREET
SHEBOYGAN, WI 53083-6347

SCHULTZ, TRACY
2726 N 11TH ST
SHEBOYGAN, WI 53083-4014

MINSTER, GREGORY
2728 N 11TH ST
SHEBOYGAN, WI 53083-4014

RESIDENT
2730 N. 11TH ST
SHEBOYGAN, WI 53083

GRAF, DANIELLE
1824 VINE ST
HOLLY SPRINGS, NC 27540-7452

RESIDENT
2731 N. 11TH ST
SHEBOYGAN, WI 53083

BRAY, GEOFFREY J.
PO BOX 736
ELKHART LAKE, WI 53020-0736

RESIDENT
2732 N. 11TH ST
SHEBOYGAN, WI 53083-4344

ARNDT, LORRAINE
1431 JEFFERSON AVE
SHEBOYGAN, WI 53081-4344

RESIDENT
2734 N. 11TH ST
SHEBOYGAN, WI 53083

FRANTZ, RICHARD & DONNA
4716 BROADWAY CT
LAWRENCE, KS 66049-3700

RESIDENT
2736 N. 11TH ST
SHEBOYGAN, WI 53083-4302

KUEHL, ROBERT J & KIMBERLY A
2221 N 35TH ST
SHEBOYGAN, WI 53083-4302

MINSTER, BARBARA J.
2738 N 11TH ST
SHEBOYGAN, WI 53083-4014

TEUNISSEN, ERIC H
2740 N 11TH ST
SHEBOYGAN, WI 53083-4014

RESIDENT
2743 N. 11TH ST.
SHEBOYGAN, WI 53083

FEDERAL HOME LOAN
MORTGAGE CORP & BOUL
3476 STATEVIEW BLVD
FORT MILL, SC 29715-7203

RESIDENT
2744 N. 11TH ST
SHEBOYGAN, WI 53083

WESTHOMES LLC
4733 N 40TH ST
SHEBOYGAN, WI 53083-1826

KUETHER, JOANNA K. & JANICE M.
2747 N 11TH ST
SHEBOYGAN, WI 53083-4015

RESIDENT
2748 N. 11TH ST
SHEBOYGAN, WI 53083

SOUTHOMES LLC
4733 N 40TH ST
SHEBOYGAN, WI 53083-1826

RESIDENT
2805 N. 11TH ST
SHEBOYGAN, WI 53083

FENN, ROBERT A
2514 N 40TH ST
SHEBOYGAN, WI 53083-3509

DIENER, BRIAN L
2806 N 11TH ST APT 5
SHEBOYGAN, WI 53083-4020

RESIDENT
2810 N. 11TH ST
SHEBOYGAN, WI 53083

NELSON, JOHN E & CHARLENE M
711 TORKE TER
PLYMOUTH, WI 53073-1329

II

R. O. No. - 14 - 15. By CITY CLERK. September 2, 2014.

Submitting various license applications.

Susan Richards
City Clerk

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
1077	Gesangverein Concordia	1130 N. 9th St. - one-day event to be Held 10/18/14 at the Immaculate Conception In the Gymnasium.
2184	Lutheran High Crusader Club	3323 University Dr. - one-day event to be Held 10/4/14 to include the school gymnasium.
3080	Mad Yarn	1202 N. 8th St. - two-day event to be Held 9/12/14 to 9/13/14 to include the performance area in the Paradigm.
3080	Mad Yarn	1202 N. 8th St. - two-day event to be held 9/19/14 to 9/20/14 to include the Performance area in the Paradigm.

Consent

II

R. O. No. _____ - 14 - 15. By BOARD OF CONTRACTORS EXAMINERS.
September 2, 2014.

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

2501	Edgar Macias Gutierrez 1615 Weeden Creek Rd. Sheboygan, WI 53081	Carpenter Contractor
2524	Steve Broekman 2715 St Ann Dr Green Bay, WI 54311	Carpenter Contractor
1094	Dennis Stockel N5625 County Trunk TT Sheboygan Falls, WI 53085	General Contractor

Consent

Building/Heating Inspector

III

Res. No. _____ - 14 - 15. By Alderpersons Hammond and Lessard.
September 2, 2014.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for water main installation in various streets.

RESOLVED: That the installation of water mains of appropriate size, with the necessary fire hydrants in Weeden Creek Rd. from S. Taylor Dr. to the RR (railroad) approximately 1,600' westerly, is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.0703, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers under §66.0703, Stats., for the aforestated municipal purpose.

BE IT FURTHER RESOLVED: That the Water Utility is hereby authorized and directed to prepare a report in accordance with §66.0703(4) and §66.0703(5), Stats., and that such report shall contain the following information:

a. Preliminary or final plans and specifications
b. An estimate of the entire cost of the proposed work or improvement
c. A schedule of the proposed assessments
d. A statement that the work or improvement constitutes an exercise of the municipality's police power
e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the expenses so incurred in excess of $100.00 may be paid in five (5) annual installments, ten (10) annual installments if the expense exceeds $5,000.00 for a single parcel of property, under §66.0703, Stats., with interest thereon at 3.07% commencing the first of the month following the completion of thirty (30) days after publication of the installment assessment notice.

Consent

BE IT FURTHER RESOLVED: That the Water Utility prepare the schedule of the proposed assessments governing such intended project under the provisions of Section 40-50 of the Municipal Code; and, after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. September 2, 2014.

Your Committee to whom was referred R. O. No. 65-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that the following license be granted contingent upon the application being corrected, and with a warning to include all violations on future applications:

TAXICAB OPERATOR'S LICENSE (NEW)(December 31, 2015)

No.	Name	Address
0417	Jackson, Clifford L.	1402 S. 9th St.

Concur

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters 9.2

R. O. No. 65 - 14 - 15. By CITY CLERK. June 16, 2014.

Submitting various license applications for the period ending June 30, 2015 and June 30, 2016.

Law v Lic

7/7/14 - grant all lic except held Gabriele, Herschel, Jackson

Grant Bernaalke, Gonzalez, Loberger, Morales

7/21/14 - deny Gabriele & Herschel, hold Jackson

9/2/14 - grant Jackson

Susan Richards
City Clerk

CHANGE OF AGENT

Kevin Herrmann is replacing Daniel Duncan as agent for Pick N Save located at 2625 S. Business Dr.

CHANGE OF PREMISE

No.	Name	Address
2805	Blue Harbor Resort	725 Blue Harbor Dr. - one-day event to Held 8/2/14 to include current premise and the lawn area outside of Latitude.
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day event To be held 7/12/14 to include entire parking lot area, east & north of the building.
1420	VFW Post #9156	552 S. Evans St. - one-day events to be Held 7/27/14, 8/2/14 & 8/24/14 to include North, East & South side of the building.

"CLASS B" LIQUOR LICENSE (New)(June 30, 2015)

No.	Name	Address
3069	Time and a Half	2518 N. 15th St.

CLASS "A" FERMENTED MALT BEVERAGE (Renewal) (June 30, 2015)

No.	Name	Address
2088	Walgreens #6570	1029 N. 14th St.
1424	Walgreens #06097	3320 S. Business Dr.
2601	Walgreens #12020	2702 Calumet Dr.

"CLASS B" LIQUOR LICENSE (Renewal) (June 30, 2015)

No.	Name	Address
3044	Blondies Bar & Grill	1034 Michigan Ave.
3045	Hacienda Vieja I	1423 Union Ave.

CLASS "B" FERMENTED MALT BEVERAGE (Renewal) (June 30, 2015)

No.	Name	Address
3055	Noodles & Company	555 S. Taylor Dr.

CLASS "C" WINE (Renewal) (June 30, 2015)

No.	Name	Address
3055	Noodles & Company	555 S. Taylor Dr.

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2016)

No.	Name	Address
0421	Anderson, Andrew K.	2421 Van Buren St., New Holstein
0431	Becker, Sara C.	1821 Elm Ave.
5626	Beninghaus, Jena M.	1411 N. 28th St.
0426	Benirschke, Aaron M.	1247 Bluff Ave.
0433	Fischer, Bradley J.	6429 Lone Oak Dr.
0418	Fritsch, Amanda D.	2627 N. 10th St.
0423	Gabrielse, Curtis L.	1320A N. 12th St.
0412	Gawith, Sarah N.	3112 Main Ave.
0428	Gonzalez, Laurie A.	2814 Superior Ave.
0413	Hawley, Charlotte W.	1111 Wood Ct.
0432	Henschel, Michael N.	N9675 Cty Rd. M, Cleveland
8692	Jensen, Kurt R.	1629 N. 7th St.
0424	Kreidler, Kirsten D.	2835 S. 11th Pl.
0430	Kujawa, Christopher A.	141 Orchard Rd., Kohler
1711	Kussard, Dennis A.	1345 N. 40th St.
0427	Manning, Craig T.	W3943 Cty Rd. U, Plymouth
0436	Martin, Emily M.	1026 Kentucky Ave.
0419	Nelson, Stephen B.	6529 Paradise Ln., Sheb. Falls
0416	Ramirez, Stephanie L.	2003 S. 12th St.
0415	Sanchez, Mark A.	N8237 Cty Rd. J, Elkhart Lake
0414	Schwinn, Samantha L.	N8097 Cty Rd. Y
9546	Torrison, Erika L.	3328A S. 11th St.
0420	Tresp, Andrew D.	2635 Rolling Meadows Dr.
0422	Vollrath, Miko B.	210 S. Grant St., Howards Grove
0437	Vue, Jaia	1603 N. 12th St.
0429	Wallander, Gavin L.	14019 Cty Rd. F, Newton

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2016)

No.	Name	Address
9743	Adamavich, Tinaann M.	2327 N. 10th St.
7446	Anderson, Peggy J.	708 S. 22nd St.
7322	Arnsmeier, Dean M.	4622 N. 50th St.
7363	Beckmann, Mark H. (Club)	2742C S. Savannah Cir.
9864	Boden, Dylan S.	1549 N. 23rd St.
7570	Coronado, Juan D.	1608 Bell Ave.
9729	Dockter, Dana L.	5020 Green Meadow Pl.
7169	Dodge, Brianna L.	2413 N. 7th St.
5169	Drier, Lacey J.	1430 Mehrtens
5717	Felde, Trevor A.	4221 Autumn Ct., #D202
9666	Goosen, Jena M.	1509 Hedgestone Ln.
4026	Graf, James J.	607 Sommer Dr.
9772	Griego, Lori L.	113 Bryant Ct., Sheb. Falls
4992	Guenther, Nicole M.	1525 N. 23rd St.
9904	Heitzmann, Mary A.	2206 Sunflower Ave.
7950	Hoffmann, Eileen B.	710 Whitcomb Ave.
1522	Holler, Kristi L.	3115 Whistling Ct.
4413	Ireland, Karen K.	1950 N. 6th St.
8692	Jensen, Kurt R.	1629 N. 7th St.
8594	Klabechek, Kenneth A.	704 Forest Blvd., Sheb. Falls
6768	Klinger, Alice A.	120 Red Tail Dr., Sheb. Falls
3336	Konz, Tracy J.	2327A S. 11th St.
4981	Kraus, Thomas J. (Club)	1705 N. 15th St.
9749	Krombach, Sandra L.	3203 Apache Rd.
9862	Kunstman, Ashley M.	1222 Parkwood Blvd., Apt. E
1711	Kussard, Dennis A.	1345 N. 40th St.
8475	Lensink, Amanda L.	1201 S. 20th St.
6985	Loberger, Kaylie N.	1226 S. 13th St.
8892	Luedke, Elizabeth W.	2003 N. 22nd St.
4269	Maertz, Gary R.	1420 Martin Ave.
2989	Markelz, Michael B.	1830 Georgia Ave.
1807	Markham, Cheryl	2222 Kroos Ct.
8964	Mayer-Sills, Theresa	1617 S. 13th St.
2456	McDaniel, Michelle LD	2250A Calumet Dr.
8367	Niemi, Pamela L.	1423 Forsyth Ave., Apt #2
8963	Nitsch, Ralph J.	3833 S. 18th St.
8986	Obremski, Kevin P.	1625 Terry Andrae Ave.
9740	Renzelmann, Grant C.	2318 Park Pl., Apt. A
8862	Roelse, Julie L.	W2595 Cty Rd. N, Sheb. Falls
9548	Schaeve, V. Michael	2305 S. 11th St.
9723	Schmidlkofer, Jeffrey L.	1950 N. 6th St.
7934	Schroeter, Eric S.	5430 Moenning Rd.
4786	Sheraski, Robert F.	1410 N. 27th St.
8973	Sliekers, Ardith G.	1311 Union Ave.
8958	Stockinger, Debra J.	74 Lighthouse Ct.
4801	Toston, Jolene L.	1903 Union Ave.
8960	Voelker, Kathleen M.	955 Green Acres Dr., Sheb. Falls
8945	Vreeke, Erin M.	531 S. 8th St., #206

8824	Wagner, Hollie S.	1205 Mead Ave.
9652	Whitaker, Casey A.	2211 Henry St.
5793	White, Jody L.	1736 N. 27th St.
8959	Wilson, Michelle R.	1643 Weeden Creek Rd.

TAXICAB OPERATOR'S LICENSE (NEW) (December 31, 2015)

No.	Name	Address
0417	Jackson, Clifford L.	1402 S. 9th St.
0435	Morales, Juan J.	1329 N. 12th St.

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. September 2, 2014.

Your Committee to whom was referred R. O. No. 76-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that the following license be granted contingent upon the application being corrected, and with a warning to include all violations on future applications:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2016)

No.	Name	Address
0458	Musiedlak, Samantha L.	1712A N. 11th St.

Consent

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

Other Matters

8.5

R. O. No. 76 - 14 - 15. By CITY CLERK. July 7, 2014.

Submitting various license applications for the period ending June 30, 2015 and June 30, 2016.

Law & Lic 7/21/14 - grant all lic except Ward Alexandrow, Jones, Kramer, Musiedlak, Blendauer, Rigas

8/14/14 - grant Alexandrow, hold Musiedlak, Rigas, Kramer, Blendauer

9/2/14 - deny Rigas & grant Musiedlak

Susan Richards
City Clerk

CHANGE OF AGENT

Sarah Rosenthal is replacing Jessica Christel as agent for Kwik Trip #361 located at 1618 Calumet Dr. effective 7/4/14.

Scott Van Straten is replacing Rachel Radue as agent for Wal-Mart located at 3711 S. Taylor Dr. effective immediately.

CHANGE OF PREMISE

No.	Name	Address
2726	JMKAC	608 New York Ave. - one-day event to be Held 9/12/14 between 6:15 and 9:30 PM to include current premise, outside Festival Green toward the corner of Wisconsin Ave. & 7th St. fenced in area.
2805	Blue Harbor Resort	725 Blue Harbor Dr. - one-day event to be held 9/20/14 to include current premise and lawn area outside Latitude.
2943	Superior Bar & Grill	2607 Superior Ave. - three-day event to be held 8/8/14 to 8/10/14 to include the current premise and the northwest side of the building.

"CLASS B" LIQUOR LICENSE (New)(June 30, 2015)

No.	Name	Address
3074	Celebration of Life	1450 S. 8th St.
3075	Fill'er Up	1501 S. 8th St.

II

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2016)

No.	Name	Address
9869	Alexandroni, Dustin J.	639 Monroe St., #103, Sheb. Falls
0455	Annis, Alexander R.	1515A N. 7th St.
9856	Babino, Kayla N.	1709 Hilltop Dr.
6379	Bastian, Todd R.	1012 Falls Park Dr., Sheb. Falls
0443	Bohlman, Jason W.	3203 W. Apache Rd.
0442	Cassady, Cara L.	3919 Mendicino Ln.
0447	Cole, Paige L.	1122 Ashland Ave.
3756	Devriend, Therese K.	1513 S. 14th St.
4898	Evans, Michael J.	1821 Calumet Dr., #2
7588	Frank, Jesse J.	2218 Indiana Ave.
5479	Gahiji II, Tariek T.	719 Huron Ave.
0441	Gessler, Rebecca T.	1711 S. 12th St.
0445	Jones, Alisia R.	816 Ashland Ave.
0449	Jones, Kearra N.	1640 N. Taylor Dr., #D
9655	Kielbicki, Kim C.	2210 N. 26th St.
1659	Koelpin, Daniel C.	3939 S. 12th St.
4718	Kramer, Cory L.	830 N. 10th St.
0438	Lardinois, John C.	12930 S. Union Rd., Newton
0458	Musiedlak, Samantha L.	1712A N. 11th St.
8326	Payne, Michael D.	431 Schwartz St., Plymouth
0452	Prieto, Brenna M.	1224 S. 11th St.
0453	Riste, Stacy L.	3444 S. 17th St.
2063	Rupple, David M.	N4442 Van Treeck Tr., Sheb. Falls
6448	Schmidt, Timothy J.	2416 N. 34th St.
0457	Schultz, Danielle M.	2325 N. 9th St.
0440	Shaker, Megan M.	2332 Carmen Ave., #5E
2217	Taubenheim, Ronald R.	910 New York Ave.
0459	Thompson, Nico S.	N9080 Jung Rd., Elkhart Lake
6371	Vatland, Astor	4632 Superior Ave.
0446	Wilson, Roger E.	N6153 Woodland Meadows Dr.
0448	Witt, Angela S.	1009A Huron Ave.
0454	Woehlkem, Jacob A.	N3475 Leynse Rd., Sheb. Falls
0444	Zaletel, Marye E.	2312 Calumet Dr.

BEVERAGE OPERATOR'S LICENSE(RENEW)(June 30, 2016)

No.	Name	Address
8017	Anderson, Randolph C.	1941 N. 35th St., Manitowoc
6414	Babler, Elizabeth M.	1503 Division Ave.
8611	Basler, Katlin R.	908A Michigan Ave.
4725	Beimel, Kathleen M.	1407 Main Ave.
5627	Berdyck, Jacob E.	2630 N. 20th St.
9650	Blindauer, Charles E.	1614 S. 14th St.
5866	Buechler, Paul T.	1213A S. 10th St.
1160	Burns II, John R.(Club)	50 Lighthouse Ct.
9665	Cantrall, Veronica M.	127 E. Mill St. #1, Plymouth
9560	Cisler, Ashley M.	2407 Calumet Dr.

7338	Coffin, Kurt P.(Club)	1335	Columbus
1216	Cullen, Debra L.	1114	S. 16th St.
8026	Dickert, Allen R.	1726	Barrett St.
8950	Dietrich, Cassandra L.	1606	S. 17th St.
6523	Evans, Gerri L.	2130	N. 23rd St.
8132	Gamez, Jenny V.	1413A	S. 11th St.
9578	Goetsch, Stephanie J.	2407	N. 26th St.
1400	Gosse, Thomas J.	2614	Black Fox Ct.
8897	Holm, Patrick F.	611	N. Water St.
5716	Kaker, Justine M.	1322	S. 7th St.
4068	Kester, Becky L.	1445A	S. 13th St.
8194	Kever, Jennifer M.	1043	Falls Parc Dr., #9, Sheb. Falls
1685	Kraus, Jeanne E.	2410	North Ave.
4094	Kummer, Lynn M.	N5954	Hillside Rd., Plymouth
9700	Lakosh, Erin M.	508	N. 8th St., #A
6971	Lensen, Wendy A.	W6434	Francis Ave., Cascade
3063	Lohse, Tim C.	1730	Garden Ct.
9928	Meinnert, Nathan J.	4521	Moenning Rd.
9799	Minglana, Fernando C.	1530	N. 9th St.
3499	Mlejnek, Dale R.	2335	Skyline Dr., #1D
4046	O'Keefe, Sara M.	531	S. 8th St., #403
4904	Patron, Sharlene Sue	2320	N. 9th St.
2871	Perronne, Daniel L.	W2799	Cty N, Sheb. Falls
3746	Pfrang, Sheryl R.	811	N. 38th St.
9842	Quintero, Anna L.	225	N. Main St., #13, Sheb. Falls
9927	Ramirez, Maria I.	1411	N. 4th St.
8612	Repphun, Peter J.	N6850	Swallow Dr.
8919	Roberson, Corey D.	2418	N. 36th St.
9881	Rose, Denise K.	2223	S. 8th St.
9585	Rossmiller, Aaron B.	15	Ottawa Pl.
8761	Ruge, Alan F.	1815	S. 19th St.
6444	Schmidtke, James B.	N6137	Center Ave., Sheb. Falls
4395	Shaefer, Ingrid M.	1042	Falls Parc Dr., #9, Sheb. Falls
4221	Shimkoski, Ryan L.	2714	Union Ave.
8706	Shufflebotham, Jonathan(Club)	1322	S. 20th St.
8911	Siever, Rachelle A.	3506	Willow Circle
6417	Sneen, Bruce A.	3146	North Ave.
2178	Stanul, Michael A.	1721	Niagara Ave.
8901	Strahl, Robin K.	2413	N. 7th St.
8829	Underwood, Lisa M.	1114	High Ave.
6180	Vervelde, Kim M.	522	Wilson Ave., #8
9866	Wargo, Mandy J.	3627	N. 20th St.
6840	Weis, Cecilia G.	1714	N. 3rd St.
2318	Winkel, Gregg S.	3219	Main Ave.
1902	Woelffer, Margo M.	85	Lincoln Ave.
2331	Wollin, Kristopher A.	3201	S. 12th St.
3040	Wyckoff, Kerry J.	16205	Keller Ln., Kiel

TAXICAB OPERATOR'S LICENSE (NEW) (December 31, 2014)

No.	Name	Address
0451	Felde, Karen L.	1325A Michigan Ave.
0450	Rigas, Peter M.	10401 N. Port Washington Rd., Mequon

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. September 2, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 103-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends granting the following license:

CHANGE OF PREMISE

No. Name	Address
2742 8th Street Ale Haus	1132 N. 8th St. - two-day event to be Held 9/19/14 to 9/20/14 to include option A or option B.(See Attached Diagram).

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. September 2, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 111-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends granting the following licenses with various caveats:

"CLASS B" LIQUOR LICENSE (June 30, 2015)

No.	Name	Address
*3086	Las Brisas	1129 S. 8th St.

***grant with a warning to include all violations on future applications**

FERMENTED MALT BEVERAGE LICENSE (June 30, 2015)

No.	Name	Address
*3085	Pho Thanh Vietnamese Rest.	920 Michigan Ave.

***grant with a warning to include all violations on future applications**

CLASS "C" WINE LICENSE (June 30, 2015)

No.	Name	Address
3085	Pho Thanh Vietnamese Rest.	920 Michigan Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0526	Badura, Thomas J.	4718 Winship Circle
0522	Beaumont, Jake M.	2217B Park Place
0521	Dimas, Danielle D.	1538 N. 16th St.
0527	Doolittle, Jared J.	732 Erie Ave.
*0520	Finstad, Kyle S.	1105 Stonebridge Dr., Howards Grove

***grant with a warning to include all violations on future applications**

5962	Grunwald, John E.	1635A Michigan Ave.
1450	Halverson Jr., Richard W.	1511 N. 8th St.
9757	Kluck, Victoria C.	2730 N. 11th St.
0525	Kratz, Robert D.	1702 Cedar Grove Dr., 2A, Manitowoc
2620	Krueger, Janet L.	2126 S. 14th St.
0523	McCoy, Joan	2123 N. 18th St.
0529	Miller, Joshua J.	1518 S. 9th St.
0515	Post, Taylor J.	1401 N. 7th St.
9508	Rossey, Amanda L.	975 Green Acre Dr., Sheb. Falls
0530	Spoden, Todd A.	2007 Cooper Ave.
0531	Toth, Michael A.	3924 North Field Dr.
7784	Udovich, Ronda L.	1226 Main Ave.

IV

0518	Van De Loo, Cory J.	1122 North Ave.
8588	Vandersande, Jenna L.	2627 N. 10th St.
9942	Vang, Pavoua	3118 S. 17th St.
5113	Wilson, Rachel L.	603 Leavens Ave., Sheb. Falls
*0532	Yonan, Trevor	516 Ontario Ave.

***grant with a warning to include all violations on future applications**

TAXICAB DRIVER LICENSE (December 31, 2014)

No.	Name	Address
8207	Benirschke, Hayley E.	1529 Maryland Ave.
0524	Fenske, Amber K.	1925 S. 19th St.
*0519	Levisen, Anthony J.	520 N. 6th St.

***grant with a warning to include all violations on future applications**

*0528	Staggs, Dawn M.	1522 N. 16th St.

***grant with a warning to include all violations on future applications**

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ____ - 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. O. No. 101-14-15 by the City Attorney regarding proposals from SBA Communications, the current tenant of the cell tower lease located at the City's Wastewater Treatment Plant, 3333 Lakeshore Dr., regarding extending the existing lease or replacing the lease with a long-term easement, for the City's consideration; recommends that the document be placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.5

R. O. No. 101 - 14 - 15. By CITY ATTORNEY. August 4, 2014.

Attached are several proposals from SBA Communications, the current tenant of the cell tower lease located at the City's Wastewater Treatment Plant, 3333 Lakeshore Drive, regarding extending the existing lease or replacing the lease with a long-term easement, for the City's consideration. I would suggest referring this R.O. and the attachments to the Finance Committee for consideration.

Finance

File

Stephen D. Maska
City Attorney

McLean, Steve

From:	Katherine Kaplan <KKaplan@sbasite.com>
Sent:	Friday, May 30, 2014 1:56 PM
To:	McLean, Steve
Subject:	WI21282-A Wilson Ave / Lease Buyout & Lease Extension / Tower Location: 3333 Lake Shore Drive
Attachments:	WI21282-A-City of Sheboygan Lease Restructure 2014.doc; WI21282-A-City of Sheboygan Lease Extension 2014.doc; Frequently Asked Questions TE.doc
Follow Up Flag:	Follow up
Flag Status:	Flagged

Good afternoon Attorney McLean,

Please find my proposal for a lease extension as discussed. In addition, I have attached my proposal for a 65 year term easement with a lump sum payment and Frequently Asked Questions sheet also for the City Council's consideration. It never hurts to ask.

Please feel free to give me a call if the Council has any questions or even counters. I know that government tends to work slowly but I would appreciate if you would be able to let me know if there is any interest at all in my proposals by the end of June. Thank you for your time and consideration.

Regards,

Katherine Kaplan
Real Estate Acquisition Specialist

SBA

SBA COMMUNICATIONS CORPORATION
5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

561.226.9458 + T
561.226.3559 + F
800.799.4722 x9458 + T
kkaplan@sbasite.com

Your Signal Starts Here.

SBA Communications Corporation
5900 Broken Sound Pkwy NW
Boca Raton, FL 33487-2797

T + 561.995.7670
F + 561.995.7626

sbasite.com

Email: **Steve.McLean@sheboyganwi.gov**

May 30, 2014

Steve McLean, City Attorney
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53801
PH: (920) 459-3917

Re: WI21282-A Wilson Avenue 2014 Lease Restructure Proposal // Tower Location: 3333 Lake Shore Drive

Dear Attorney McLean:

I'm happy that we were able to talk this morning. SBA is offering a lease buyout to create a new communications easement. Please remember, we do not buy the land, only the rent. This offer will expire 7/15/2014 and is contingent upon SBA management's approval.

An easement simply gives someone the right to use your land for a specific purpose. A utility company may have an access easement for your property already to install and maintain telephone and electric service to your home. Our communications easement will give us the opportunity to access and operate a wireless communications site on your property until technology changes and the specifically stated purpose for the easement is no longer necessary. At that time, the easement would be removed.

SBA would like to offer a **lump sum payment of $196,000** for a 65-yr Term Easement. A CPA or attorney should always be consulted regarding tax matters.

In exchange for acceptance of this proposal, **you receive a large, one-time, lump sum payment** in lieu of any rent payments or collocation fees plus:

- Your rent continues to be paid uninterrupted until day of closing;
- Upon receipt of a fully executed Letter Agreement, we strive to close within 75 days;
- We continue the same property site maintenance;
- We order due diligence and prepare all closing documents;
- As the owners of the tower on the property we have all the documents we need to expedite the closing process and are highly focused on ensuring you receive your money as soon as possible;
- And, we pay all closing costs associated with the transaction exclusive of any advisory fees you may incur for your personal attorney or accountant.

As your business partner, we are committed to helping you structure a transaction that meets your financial goals and tax needs if you need cash for any reason. Please contact me at 561-226-9458 so we may discuss your needs and clarify any questions you may have.

Sincerely,

Katherine Kaplan

Katherine Kaplan
Real Estate Acquisition Specialist
800-799-4722 x9458 + P
561-226-9458 + P
561-226-3559 + F
kkaplan@sbasite.com

SBA Communications Corporation
5900 Broken Sound Pkwy NW
Boca Raton, FL 33487-2797

T + 561.995.7670
F + 561.995.7626

sbasite.com

Email: **Steve.McLean@sheboyganwi.gov**

May 30, 2014

Steve McLean, City Attorney
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53801
PH: (920) 459-3917

Re: WI21282-A Wilson Avenue 2014 Lease Extension Proposal // Tower Location: 3333 Lake Shore Drive

Dear Attorney McLean:

SBA would like to extend the ground lease for an additional 25 years with five year renewal periods beginning in 2025 when your current lease expires. We would like to enhance your current lease as follows:

1. Increase your annual escalation to 3% from 2% when your current lease expires in 2025.
2. Upon the execution of the lease extension we will send out to you a $20,000 signing bonus. This signing bonus is contingent upon the City's acceptance of a Right of First Refusal.

If this is acceptable to you I will have a lease amendment drafted for your review and signature.

Because your ground lease ends in 2025, the existing tenants or any new tenant that may consider leasing space on the tower will look at the length of the ground lease and may be reluctant to upgrade or install costly equipment with only 11 years left on the lease.

By extending your lease, you give the carriers on the tower the confidence to make large capital investments in upgrading their equipment. The longevity of your lease may in turn help secure your rent for years to come so you may enjoy the benefit of lease payments for the extended period, or until you are ready to take advantage of a ground lease buyout from SBA.

We welcome the opportunity to keep the lines of communication open and look forward to answering any questions you may have regarding the lease extension offer. Please do not hesitate to call us at either 561-226-9598 or 561-226-9458. Thank you for your consideration.

Sincerely,

Katherine Kaplan

Katherine Kaplan
Real Estate Acquisition Specialist
800-799-4722 x9458 + P
561-226-9458 + P
561-989-2989 + F
kkaplan@sbasite.com

Frequently Asked Questions

Answering your questions and helping you find solutions for financial security and stability is our goal. If you currently lease land to SBA, you may have some of the following questions:

Why are you contacting me now if my lease runs for several years?
We like to keep the lines of communication open with our valued land owners because we realize opportunities arise unexpectedly and want to ensure you know all the options available to you at all times.

Will I have to pay to get my lease converted?
No. We do not charge for a consultation and formal review of your lease conversion options at any time. We embrace the opportunity to assist you whenever you are ready. Call us today and learn how easy it is to convert your lease into a secure lump sum investment opportunity.

What is a Term Easement?
A Term Easement gives SBA the right to use your land for a specific purpose for a defined period of time. You are already familiar with access easements granted for utility purposes. The easement would allow us the opportunity to access and operate the wireless communication site as we are today. You continue to own your land, and in the event that SBA determines they no longer need to utilize your land for the tower, the term easement would cease and the land would be free and clear.

What do I pay for a lump sum transaction and when do I receive the funds?
Because SBA has most of the documents we need already and know the present terms and conditions of your lease agreement to complete the transaction, a lump sum offer can be accepted upon receipt of a fully executed Letter Agreement and typically will close 75 days thereafter. We pay all closing costs so you net the lump sum payment we offered. If you consulted legal counsel or tax advisement, that would be your only expense.

Can I accept a lump sum offer if I have a mortgage on the property?
Yes. When you have a mortgage on the property we request a simple Non-Disturbance Agreement from your lender. This one-page form releases the rent payments on the site from the bank's security on the property. We routinely request this information from many lenders and will assist you in obtaining this documentation. If we cannot secure a Non-Disturbance Agreement from your lender, we will go ahead with the transaction but the purchase price will be reduced by 10%.

With a lease extension or easement, can I still sell my land or transfer title?
Yes. If you sell your property or transfer the land, the lease terms and conditions or easement remain. The new owner would simply need to abide by the terms and conditions of the lease or easement until the expiration date.

Are there any factors that can delay my lease conversion process?
There are a few factors and unresolved issues that may inhibit control over the property rights temporarily until they can be resolved. Some include divorce, liens (commercial or judgment), estate issues or incomplete title whereby there is inadequate authority to act on behalf of the formal owner of the property. In these cases, we work very closely with you to address these situations as quickly as possible to complete the conversion.

IX

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY.
September 2, 2014.

Your Committee to whom was referred Gen. Ord. No. 28-14-15 by Alderperson Carlson relating to parking on highways adjacent to schools within the City of Sheboygan; recommends that the attached Substitute Ordinance be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

XL

X

Other Matters

8.4

Subs. of Gen. Ord. No. 28 - 14 - 15. By Alderperson Carlson.
September 2, 2014.

AN ORDINANCE relating to parking on highways adjacent to schools within the City of Sheboygan.

WHEREAS, §346.52(2), Wis. Stats., provides that during the hours of 7:30 a.m. to 4:30 p.m. during school days, no person may stop or leave any vehicle standing, whether temporarily or otherwise, upon the near side of a through highway adjacent to a schoolhouse used for any children below the 9th grade; and,

WHEREAS, that statute also provides that if the highway adjacent to the schoolhouse is not a through highway, the operator of a vehicle may stop upon the near side thereof during such hours, provided such stopping is temporary and only for the purpose of receiving or discharging passengers; and,

WHEREAS, the statute does not apply to cities when the common council thereof by ordinance permits parking of any vehicle, or of school buses only on the near side of specified highways adjacent to schoolhouses during specified hours; and,

WHEREAS, the parking situation in neighborhoods around schools within the City of Sheboygan varies widely due to enrollment changes, a variation in the times various schools start and end their school days, the number of students who are driven to school rather than walking or riding bicycles, the growth of "commuter" schools drawing students from outside the immediate school neighborhood, and other factors; and,

WHEREAS, many city streets adjacent to schoolhouses are marked with signs that do not comply with the regulations provided in §346.52(2), Wis., Stats., and for which there are no ordinances adopting the provisions thereof, and it is the intent of the Common Council to codify the majority of those provisions;

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to §346.52(2), Wis. Stats., and §118-126 of the Municipal Code, entitled "Prohibitions and Restrictions Authorized," and unless other regulations are specifically approved by the common council, parking, stopping, and standing of vehicles on the near side of highways adjacent to schoolhouses used for any children below the 9th grade shall be prohibited between the hours of 7:00 a.m. and 4:00 p.m. during school days.

approve

4.8

Section 2. *Bethlehem Lutheran School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 105-95-96, ¶1, relating to one-hour parking limitations from 7:00 a.m. to 4:00 p.m. during school days on the east side of South 12th Street from the south curb line of Georgia Avenue to a point 144 feet south thereof and on the south side of Georgia Avenue from the east curb line of South 12th Street to a point 80 feet east thereof, remains in full effect, except that:

    1. the south point of said zone on South 12th Street shall be 125 feet south of the south curb line of Georgia Avenue and,
    2. the east point of said zone on Georgia Avenue shall be 125 feet east of the east curb line of South 12th Street; and,

b) Gen Ord. 88-05-06, banning parking, stopping, or standing by vehicles other than buses between 7:00 a.m. and 4:00 p.m. during school days on portions of South 12th Street is hereby amended so as to provide that said zone shall begin at a point 125 feet south of the south curb line of Georgia Avenue and end at the north line of the mid-block alley south of Georgia Avenue between South 12th Street and South 11th Street; and,

c) Parking shall be permitted on the south side of Georgia Avenue from a point 125 east of the east curb line of South 12th Street to the west curb line of South 11th Street; and,

d) Parking shall be permitted on those portions of South 11th Street adjacent to the school grounds.

Section 3. *Christ Child Academy*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted on the east side of South 14th Street from 7:00 a.m. until 4:00 p.m. during school days between a point 335 feet south of the south curb line of Humboldt Avenue and the north curb line of Wilson Avenue; and,

b) No parking, stopping, or standing shall be permitted at any time on the west side of Henry Street between the south curb line of

Humboldt Avenue and a point 226 feet south thereof; and,

c) No parking shall be permitted on the west side of Henry Street from 7:00 a.m. until 4:00 p.m. during school days between a point 226 feet south of the south curb line of Humboldt Avenue and the north curb line of Wilson Avenue; and,

d) Parking shall be permitted on those portions of Humboldt Avenue and Wilson Avenue adjacent to the school grounds.

Section 4. *Cooper Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 95-95-96, ¶1, relating to parking, stopping, and standing restrictions on the west side of North 20th Street between Cooper Avenue and Calumet Drive is hereby amended so as to provide that no parking, stopping, or standing shall be permitted at any time on the west side of North 20th Street between the north line of Cooper Avenue and a point 76 feet north thereof; and,

b) No parking shall be permitted at any time on the west side of North 20th Street between a point 76 feet north of the north line of Cooper Avenue and the southwest line of Calumet Drive; and,

c) No parking, stopping, or standing shall be permitted on the north side of Cooper Avenue between the east curb line of North 20th Street and a point 56 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

d) No parking, stopping, or standing shall be permitted on the south side of Cooper Avenue from the east line of North 20th Street to a point 56 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

e) No parking shall be on the north side of Cooper Avenue between North 20th Street and a point 437 feet west thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

f) No parking, stopping, or standing shall be permitted on the southwest side of Calumet Drive between North 20th Street and the south line extended of Martin Avenue;

g) No parking, stopping, or standing shall be permitted on the east side of North 20th Street between the south curb line of Cooper Avenue and a point 50 feet south thereof.

Section 5. *Early Learning Center*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 73-68-69, relating to parking on the south side of Wilson Avenue, remains in full effect; and,

b) No parking shall be permitted between 7:00 a.m. and 4:00 p.m. during school days on the remainder of the south side of Wilson Avenue between South 12th Street and Henry Street; and,

c) Gen. Ord. 113-92-93, relating to banning parking, stopping, and standing on the west side of South 12th Street, remains in full effect.

Section 6. *Ebenezer Christian School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted between 7:00 a.m. and 4:00 p.m. during school days on the west side of the 500 and 600 blocks of North 25th Street; and,

b) No parking shall be permitted between 7:00 a.m. and 4:00 p.m. during school days on the east side of the 500 and 600 blocks of North 26th Street; and,

c) No parking shall be permitted between 7:00 a.m. and 4:00 p.m. during school days on the north side of Pennsylvania Avenue between North 25th Street and North 26th Street.

Section 7. *Farnsworth Middle School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking, stopping, or standing shall be permitted by vehicles other than buses on the east side of South 11th Street from the north line of Ashland Avenue to a point 413 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) Except as provided in subsection (a) above, Gen. Ord. 49-10-11, relating to parking, stopping, and standing restrictions on the east side of South 11th Street between Union Avenue and Ashland Avenue, remains in full effect; and,

c) No parking shall be permitted on the south side of Union Avenue between South 11th Street and South 10th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

d) Gen. Ord 111-88-89 is hereby amended so as to ban parking, stopping, or standing by vehicles other than buses on the south side of Union Avenue from a point 170 feet east of the east curb line of South 11th Street to a point 172 feet east thereof between the hours of 1:00 p.m. and 4:00 p.m. during school days; and,

e) No parking shall be permitted on the west side of South 10th Street between Union Avenue and Ashland Avenue between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

f) No parking shall be permitted on the north side of Ashland Avenue between South 10th Street and South 11th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 8. *George D. Warriner School for Personalized Learning*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking is permitted on Riverfront Drive adjacent to the George D. Warriner School for Personalized Learning.

Section 9. *Grant Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 89-95-96, relating to parking, stopping, and standing restrictions on the east side of North 6th Street between Grant Avenue and a point 120 feet north of Superior Avenue, remains in full effect; and,

b) Parking shall be permitted on the south side of Grant Avenue between North 5th and North 6th Street; and,

c) No parking shall be permitted on the west side of North 5th Street from the south line of Grant Avenue to a point 640 feet south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 10. *Horace Mann Middle School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted at any time on the south and east side of Georgia Avenue from Union Avenue to the intersection with Ashby Court; and,

b) No parking, stopping, or standing shall be permitted at any time on the south side of Georgia Avenue from the intersection with Ashby Court to a point one-tenth of a mile west of Black Walnut Trail; and,

c) No parking, stopping, or standing shall be permitted at any time on the north side of Georgia Avenue from a point one-tenth of a mile west of Black Walnut Trail to a point 1040 feet north and west of Georgia Avenue; and,

d) No parking, stopping, or standing shall be permitted on the north side of Georgia Avenue from the west line of Ashby Court to a point 1040 feet north and west of Georgia Avenue between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

e) Parking shall be permitted on that portion of the north side of Union Avenue between Georgia Avenue and North 26th Street that is adjacent to school grounds.

Section 11. *Immanuel Lutheran School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 25-03-04, relating to parking north side of Illinois Avenue is hereby amended to provide that no parking shall be permitted on the north side of Illinois Avenue from the east curb line of South 17th Street to a point 255 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) Parking shall be permitted on that portion of the east side of North 17th Street adjacent to school grounds.

Section 12. *Jackson Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 92-93-95, relating to parking restrictions on the south and west side of Moenning Road between South Business Drive (County Highway OK) and Weeden Creek Road (County Highway EE), remains in full effect; and,

b) Parking shall be permitted on that portion of the north side of Weeden Creek Road (County Highway EE) between Moenning Road and South Business Drive (County Highway OK) that is adjacent to school grounds.

Section 13. *James Madison Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 80-02-03, banning stopping, standing, or parking at any time on the north side of David Avenue from 115 feet west of South 22nd Street to the east line of South 24th Street, remains in full effect; and,

b) No parking, stopping, or standing shall be permitted on the east side of South 24th Street from the intersection with David Avenue to the intersection with Georgia Avenue between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

c) No parking, stopping, or standing shall be permitted on the south side of Georgia from the intersection with South 24th Street to a point 484 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 14. *Jefferson Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking, stopping, or standing shall be permitted on the east side of North 16th Street between the north line of Mehrtens Avenue and a point 30 feet north thereof between 7:00 a.m. and 4:00 p.m. during school days; and,

b) No parking, stopping, or standing shall be permitted on the east side of North 16th Street between the south line of Heller Avenue

and a point 30 feet south thereof between 7:00 a.m. and 4:00 p.m. during school days; and,

c) The remainder of the east side of North 16th Street between Mehrtens Avenue and Heller Avenue shall be a 15-minute parking zone where parking is permitted for no longer than 15-minutes between 7:00 a.m. and 4:00 p.m. during school days; and,

d) No parking, stopping, or standing shall be permitted on the south side of Heller Avenue from the east line of North 16th Street to a point 85 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

e) Parking shall be permitted on the south side of Heller Avenue between a point 85 feet east of North 16th Street to the west line of North 15th Street within the marked angle parking stalls; and,

f) No parking shall be permitted on the north side of Mehrtens Avenue between North 15th Street and North 16th Street, except that parking shall be permitted within the marked angle parking stalls; and,

g) No parking by vehicles other than buses shall be permitted on the east side of North 15th Street between the north curb line of Mehrtens Avenue and a point 84 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

h) No parking, stopping, or standing by vehicles other than buses shall be permitted on the west side of North 15th Street between the north curb line of Mehrtens Avenue and a point 250 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

i) No parking, stopping, or standing shall be permitted at any time on the west side of North 15th Street between the south curb line of Heller Avenue and a point 30 feet south thereof;

j) The remainder of the west side of North 15th Street between Mehrtens Avenue and Heller Avenue shall be a 15-minute parking zone where parking is permitted for no longer than 15-minutes between 7:00 a.m. and 4:00 p.m. during school days; and,

k) No parking shall be permitted on the east side of North 15th Street from the south curb line of Mehrtens to a point 70 feet south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 15. *Longfellow Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 130-71-72, banning parking on the north side of Georgia Avenue between South 8th Street and South 9th Street, remains in full effect; and,

b) Gen. Ord. 78-94-95, related to parking restrictions on the south side of Kentucky Avenue between South 8th Street and South 9th Street, the west side of South 8th Street from Kentucky Avenue to Georgia Avenue, and the east side of South 9th Street from Kentucky Avenue to Georgia is hereby amended to provide that:

    1. Parking shall not be permitted in any of said locations between 7:00 a.m. and 4:00 p.m. during school days; and,
    2. Additionally, no stopping or standing shall be permitted on the west side of South 8th Street from the south curb line of Kentucky Avenue to a point 440 feet south thereof between 7:00 a.m. and 4:00 p.m. during school days.

Section 16. *Montessori Children's House*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking is permitted on North 20th Street adjacent to the Montessori Children's House.

Section 17. *New World Montessori School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking is permitted on Weeden Creek Road and South Business Drive adjacent to the New World Montessori School.

Section 18. *Pigeon River Elementary School/Elementary School for the Arts and Academics*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking is permitted on North 21st Street adjacent to the Pigeon River Elementary School and the Elementary School for the Arts and Academics.

Section 19. *St. Elizabeth Ann Seton School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted on the east side of North 9th Street from the north line of Superior Avenue to a point 43 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) The east side of North 9th Street from a point 43 feet north of the north line of Superior Avenue to a point 75 feet north thereof shall be a two hour zone where parking shall be permitted subject to a two-hour limit between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

c) No parking shall be permitted on those portions of the east side of North 9th Street from a point 118 feet north of the north line of Superior Avenue to a point 120 feet north thereof; and,

d) Gen. Ord. 105-71-72 is hereby amended so as to ban parking on the north side of Superior Avenue between North 8th Street and North 9th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days, except that no parking, stopping, or standing shall be permitted between the hours of 7:00 a.m. and 4:00 p.m. during school days in a zone beginning at the east curb line of North 9th Street and ending 68 feet east thereof; and,

e) No parking shall be permitted on the west side of North 8th Street from the north line of Superior Avenue to a point 75 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

f) The west side of North 8th Street from a point 75 feet north of the north line of Superior Avenue to a point 238 feet north thereof shall be a two hour zone where parking shall be permitted subject to a two-hour limit between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 20. *St. Paul's Lutheran School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted on the east side of North 13th Street from the south line of Lincoln Avenue to a point 236 feet

south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) Gen. Ord. 148-83-84, banning parking, stopping, or standing by vehicles other than buses on the east side of North 13th Street from the south line of Lincoln Avenue to a point 144 feet south thereof between the hours of 1:00 p.m. and 4:00 p.m. during school days, remains in full effect; and,

c) No parking shall be permitted at any time on the south side of Lincoln Avenue from North 12th Street to North 13th Street; and,

d) No stopping or standing shall be permitted on the south side of Lincoln Avenue from the east line of North 13th Street to a point 82 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 21. *Sheboygan Christian School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 94-65-66, relating to parking restrictions on the north side of Geele Avenue, remains in full effect; and,

b) No parking is permitted on the east side of North 5th Street from the south curb line of Euclid Avenue to a point 120 feet south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and

c) No parking shall be permitted on the south side of Euclid Avenue from North 4th Street to North 5th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

d) Parking is permitted on the west side of those portions of the 2200 block of North 4th Street adjacent to the school grounds.

Section 22. *Sheboygan County Head Start Center*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking is permitted on the south side of Superior Avenue from the east curb line of North 5th Street to a point 130 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) Parking is permitted on the east side of North 5th Street adjacent to the school/church.

Section 23. *Sheboygan Leadership Academy*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Except as provided in Gen. Ord. 121-81-82, which provides a daytime loading zone, parking is permitted on the south side of the 1300 block of St. Clair Avenue; and,

b) No parking, stopping, or standing is permitted on the east side of the 1100 block of North 14th Street; and,

c) No parking, stopping, or standing is permitted on the west side of the 1100 block of North 13th Street.

Section 24. *Sheridan Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 47-01-02, banning parking, stopping, or standing on the east side of South 15th Street from New Jersey Avenue to Maryland Avenue between the hours of 7:00 a.m. and 4:00 p.m. during school days, remains in full effect; and,

b) No parking shall be permitted on the south side of New Jersey Avenue from South 14th Street to South 15th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

c) No parking shall be permitted at any time on the west side of North 14th Street from New Jersey Avenue to Maryland Avenue; and,

d) Parking shall be permitted on the north side of Maryland Avenue between South 14th Street and South 15th Street within the marked angle parking stalls.

Section 25. *Tower Academy*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 93-94-95, permitting parking on the east side of the 700 block of North 6th Street subject to a two-hour limit, remains in full effect; and,

b) Parking is permitted on the south side of Wisconsin Avenue

adjacent to Tower Academy.

Section 26. *Trinity Lutheran School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted on the north side of Wisconsin Avenue between North 8th Street and North 9th Street; and,

b) Parking is permitted within the marked and metered spaces on the west side of North 8th Street between Wisconsin Avenue and Niagara Avenue, subject to the metered parking provisions of this code.

Section 27. *Urban Middle School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted on the west side of North 12th Street from the north line of North Avenue to a point 276 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) No parking shall be permitted on the north side of North Avenue from North 12th Street to North 13th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

c) No parking shall be permitted on the east side of North 13th Street from the north line of North Avenue to a point 182 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

d) No parking, stopping, or standing, shall be permitted by vehicles other than buses on the east side of North 13th Street from a point 182 feet north of the north line of North Avenue to a point 129 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 28. *Wilson Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking, stopping, or standing shall be permitted on the east side of South 17th Street from the south line of Wilson Avenue to a point 633 feet south thereof between the hours of 7:00 a.m.

and 4:00 p.m. during school days; and

b) Gen. Ord. 147-73-74, is hereby amended so as to ban parking, stopping, or standing on the south side of Wilson Avenue between South 15th Street and South 17th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

c) No parking shall be permitted at any time on the east side of South 16th Street from the north line of Wilson Avenue to a point 45 feet north thereof.

Section 29. The Department of Public Works and the Police Department are hereby authorized and directed to install signs to give notification of the aforementioned parking restriction.

Section 30. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

Other Matters

8.4

Gen. Ord. No. 28 - 14 - 15. By Alderperson Carlson. August 18, 2014.

AN ORDINANCE relating to parking on highways adjacent to schools within the City of Sheboygan.

WHEREAS, §346.52(2), Wis. Stats., provides that during the hours of 7:30 a.m. to 4:30 p.m. during school days, no person may stop or leave any vehicle standing, whether temporarily or otherwise, upon the near side of a through highway adjacent to a schoolhouse used for any children below the 9th grade; and,

WHEREAS, that statute also provides that if the highway adjacent to the schoolhouse is not a through highway, the operator of a vehicle may stop upon the near side thereof during such hours, provided such stopping is temporary and only for the purpose of receiving or discharging passengers; and,

WHEREAS, the statute does not apply to cities when the common council thereof by ordinance permits parking of any vehicle, or of school buses only on the near side of specified highways adjacent to schoolhouses during specified hours; and,

WHEREAS, the parking situation in neighborhoods around schools within the City of Sheboygan varies widely due to enrollment changes, a variation in the times various schools start and end their school days, the number of students who are driven to school rather than walking or riding bicycles, the growth of "commuter" schools drawing students from outside the immediate school neighborhood, and other factors; and,

WHEREAS, many city streets adjacent to schoolhouses are marked with signs that do not comply with the regulations provided in §346.52(2), Wis., Stats., and for which there are no ordinances adopting the provisions thereof, and it is the intent of the Common Council to codify the majority of those provisions;

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to §346.52(2), Wis. Stats., and §118-126 of the Municipal Code, entitled "Prohibitions and Restrictions Authorized," and unless other regulations are specifically approved by the common council, parking, stopping, and standing of vehicles on the near side of highways adjacent to schoolhouses used for any children below the 9th grade shall be prohibited between the hours of 7:00 a.m. and 4:00 p.m. during school days.

PPB

X

Section 2. *Bethlehem Lutheran School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 105-95-96, ¶1, relating to one-hour parking limitations from 7:00 a.m. to 4:00 p.m. during school days on the east side of South 12th Street from the south curb line of Georgia Avenue to a point 144 feet south thereof and on the south side of Georgia Avenue from the east curb line of South 12th Street to a point 80 feet east thereof, remains in full effect, except that:

    1. the south point of said zone on South 12th Street shall be 125 feet south of the south curb line of Georgia Avenue and,
    2. the east point of said zone on Georgia Avenue shall be 125 feet east of the east curb line of South 12th Street; and,

b) Gen Ord. 88-05-06, banning parking, stopping, or standing by vehicles other than buses between 7:00 a.m. and 4:00 p.m. during school days on portions of South 12th Street is hereby amended so as to provide that said zone shall begin at a point 125 feet south of the south curb line of Georgia Avenue and end at the north line of the mid-block alley south of Georgia Avenue between South 12th Street and South 11th Street; and,

c) Parking shall be permitted on the south side of Georgia Avenue from a point 125 east of the east curb line of South 12th Street to the west curb line of South 11th Street; and,

d) Parking shall be permitted on those portions of South 11th Street adjacent to the school grounds.

Section 3. *Christ Child Academy*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted on the east side of South 14th Street from 7:00 a.m. until 4:00 p.m. during school days between a point 335 feet south of the south curb line of Humboldt Avenue and the north curb line of Wilson Avenue; and,

b) No parking, stopping, or standing shall be permitted at any time on the west side of Henry Street between the south curb line of Humboldt Avenue and a point 226 feet south thereof; and,

c) No parking shall be permitted on the west side of Henry Street from 7:00 a.m. until 4:00 p.m. during school days between a point 226 feet south of the south curb line of Humboldt Avenue and the north curb line of Wilson Avenue; and,

d) Parking shall be permitted on those portions of Humboldt Avenue and Wilson Avenue adjacent to the school grounds.

Section 4. *Cooper Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 95-95-96, ¶1, relating to parking, stopping, and standing restrictions on the west side of North 20th Street between Cooper Avenue and Calumet Drive is hereby amended so as to provide that no parking, stopping, or standing shall be permitted at any time on the west side of North 20th Street between the north line of Cooper Avenue and a point 76 feet north thereof; and,

b) No parking shall be permitted at any time on the west side of North 20th Street between a point 76 feet north of the north line of Cooper Avenue and the southwest line of Calumet Drive; and,

c) No parking, stopping, or standing shall be permitted on the north side of Cooper Avenue between the east curb line of North 20th Street and a point 56 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

d) No parking, stopping, or standing shall be permitted on the south side of Cooper Avenue from the east line of North 20th Street to a point 56 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

e) No parking shall be on the north side of Cooper Avenue between North 20th Street and a point 437 feet west thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

f) No parking, stopping, or standing shall be permitted on the southwest side of Calumet Drive between North 20th Street and the south line extended of Martin Avenue;

g) No parking, stopping, or standing shall be permitted on the east side of North 20th Street between the south curb line of Cooper Avenue and a point 50 feet south thereof.

Section 5. *Early Learning Center*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 73-68-69, relating to parking on the south side of Wilson Avenue, remains in full effect; and,

b) No parking shall be permitted between 7:00 a.m. and 4:00 p.m. during school days on the remainder of the south side of Wilson Avenue between South 12th Street and Henry Street; and,

c) Gen. Ord. 113-92-93, relating to banning parking, stopping, and standing on the west side of South 12th Street, remains in full effect.

Section 6. *Ebenezer Christian School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted between 7:00 a.m. and 4:00 p.m. during school days on the west side of the 500 and 600 blocks of North 25th Street; and,

b) No parking shall be permitted between 7:00 a.m. and 4:00 p.m. during school days on the east side of the 500 and 600 blocks of North 26th Street; and,

c) No parking shall be permitted between 7:00 a.m. and 4:00 p.m. during school days on the north side of Pennsylvania Avenue between North 25th Street and North 26th Street.

Section 7. *Farnsworth Middle School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking, stopping, or standing shall be permitted by vehicles other than buses on the east side of South 11th Street from the north line of Ashland Avenue to a point 413 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) Except as provided in subsection (a) above, Gen. Ord. 49-10-11, relating to parking, stopping, and standing restrictions on the east side of South 11th Street between Union Avenue and Ashland Avenue, remains in full effect; and,

c) No parking shall be permitted on the south side of Union Avenue between South 11th Street and South 10th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

d) Gen. Ord 111-88-89 is hereby amended so as to ban parking, stopping, or standing by vehicles other than buses on the south side of Union Avenue from a point 170 feet east of the east curb line of South 11th Street to a point 172 feet east thereof between the hours of 1:00 p.m. and 4:00 p.m. during school days; and,

e) No parking shall be permitted on the west side of South 10th Street between Union Avenue and Ashland Avenue between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

f) No parking shall be permitted on the north side of Ashland Avenue between South 10th Street and South 11th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 8. *George D. Warriner School for Personalized Learning*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking is permitted on Riverfront Drive adjacent to the George D. Warriner School for Personalized Learning.

Section 9. *Grant Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 89-95-96, relating to parking, stopping, and standing restrictions on the east side of North 6th Street between Grant Avenue and a point 120 feet north of Superior Avenue, remains in full effect; and,

b) Parking shall be permitted on the south side of Grant Avenue between North 5th and North 6th Street; and,

c) No parking shall be permitted on the west side of North 5th Street from the south line of Grant Avenue to a point 640 feet south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 10. *Horace Mann Middle School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted at any time on the south and east side of Georgia Avenue from Union Avenue to the intersection with Ashby Court; and,

b) No parking, stopping, or standing shall be permitted at any time on the south side of Georgia Avenue from the intersection with Ashby Court to a point one-tenth of a mile west of Black Walnut Trail; and,

c) No parking, stopping, or standing shall be permitted at any time on the north side of Georgia Avenue from a point one-tenth of a mile west of Black Walnut Trail to a point 1040 feet north and west of Georgia Avenue; and,

d) No parking, stopping, or standing shall be permitted on the north side of Georgia Avenue from the west line of Ashby Court to a point 1040 feet north and west of Georgia Avenue between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

e) Parking shall be permitted on that portion of the north side of Union Avenue between Georgia Avenue and North 26th Street that is adjacent to school grounds.

Section 11. *Immanuel Lutheran School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 25-03-04, relating to parking north side of Illinois Avenue is hereby amended to provide that no parking shall be permitted on the north side of Illinois Avenue from the east curb line of South 17th Street to a point 255 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) Parking shall be permitted on that portion of the east side of North 17th Street adjacent to school grounds.

Section 12. *Jackson Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 92-93-95, relating to parking restrictions on the south and west side of Moenning Road between South Business Drive (County Highway OK) and Weeden Creek Road (County Highway EE), remains in full effect; and,

b) Parking shall be permitted on that portion of the north side of Weeden Creek Road (County Highway EE) between Moenning Road and South Business Drive (County Highway OK) that is adjacent to school grounds.

Section 13. *James Madison Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 80-02-03, banning stopping, standing, or parking at any time on the north side of David Avenue from 115 feet west of South 22nd Street to the east line of South 24th Street, remains in full effect; and,

b) No parking, stopping, or standing shall be permitted on the east side of South 24th Street from the intersection with David Avenue to the intersection with Georgia Avenue between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

c) No parking, stopping, or standing shall be permitted on the south side of Georgia from the intersection with South 24th Street to a point 484 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 14. *Jefferson Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking, stopping, or standing shall be permitted on the east side of North 16th Street between the north line of Mehrtens Avenue and a point 30 feet north thereof between 7:00 a.m. and 4:00 p.m. during school days; and,

b) No parking, stopping, or standing shall be permitted on the east side of North 16th Street between the south line of Heller Avenue and a point 30 feet south thereof between 7:00 a.m. and 4:00 p.m. during school days; and,

c) The remainder of the east side of North 16th Street between Mehrtens Avenue and Heller Avenue shall be a 15-minute parking zone where parking is permitted for no longer than 15-minutes between 7:00 a.m. and 4:00 p.m. during school days; and,

d) No parking, stopping, or standing shall be permitted on the south side of Heller Avenue from the east line of North 16th Street to a point 85 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

e) Parking shall be permitted on the south side of Heller Avenue between a point 85 feet east of North 16th Street to the west line of North 15th Street within the marked angle parking stalls; and,

f) No parking shall be permitted on the north side of Mehrtens Avenue between North 15th Street and North 16th Street, except that parking shall be permitted within the marked angle parking stalls; and,

g) No parking by vehicles other than buses shall be permitted on the east side of North 15th Street between the north curb line of Mehrtens Avenue and a point 84 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

h) No parking, stopping, or standing by vehicles other than buses shall be permitted on the west side of North 15th Street between the north curb line of Mehrtens Avenue and a point 250 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

i) No parking, stopping, or standing shall be permitted at any time on the west side of North 15th Street between the south curb line of Heller Avenue and a point 30 feet south thereof;

j) The remainder of the west side of North 15th Street between Mehrtens Avenue and Heller Avenue shall be a 15-minute parking zone where parking is permitted for no longer than 15-minutes between 7:00 a.m. and 4:00 p.m. during school days; and,

k) No parking shall be permitted on the east side of North 15th Street from the south curb line of Mehrtens to a point 70 feet south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 15. *Longfellow Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 130-71-72, banning parking on the north side of Georgia Avenue between South 8th Street and South 9th Street, remains in full effect; and,

b) Gen. Ord. 78-94-95, related to parking restrictions on the south side of Kentucky Avenue between South 8th Street and South 9th Street, the west side of South 8th Street from Kentucky Avenue to Georgia Avenue, and the east side of South 9th Street from Kentucky Avenue to Georgia is hereby amended to provide that:

    1. Parking shall not be permitted in any of said locations between 7:00 a.m. and 4:00 p.m. during school days; and,
    2. Additionally, no stopping or standing shall be permitted on the west side of South 8th Street from the south curb line of Kentucky Avenue to a point 440 feet south thereof between 7:00 a.m. and 4:00 p.m. during school days.

Section 16. *Montessori Children's House*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking is permitted on North 20th Street adjacent to the Montessori Children's House.

Section 17. *New World Montessori School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking is permitted on Weeden Creek Road and South Business Drive adjacent to the New World Montessori School.

Section 18. *Pigeon River Elementary School/Elementary School for the Arts and Academics*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking is permitted on North 21st Street adjacent to the Pigeon River Elementary School and the Elementary School for the Arts and Academics.

Section 19. *St. Elizabeth Ann Seton School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted on the east side of North 9th Street from the north line of Superior Avenue to a point 43 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) The east side of North 9th Street from a point 43 feet north of the north line of Superior Avenue to a point 75 feet north thereof shall be a two hour zone where parking shall be permitted subject to a two-hour limit between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

c) No parking shall be permitted on those portions of the east side of North 9th Street from a point 118 feet north of the north line of Superior Avenue to a point 120 feet north thereof; and,

d) Gen. Ord. 105-71-72 is hereby amended so as to ban parking on the north side of Superior Avenue between North 8th Street and North 9th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days, except that parking shall be permitted for up to one hour between the hours of 8:00 a.m. and 4:00 p.m. during school days in a zone beginning 121 feet east of North 9th Street and ending 175 feet east of North 9th Street; and,

e) No parking shall be permitted on the west side of North 8th Street from the north line of Superior Avenue to a point 75 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

f) The west side of North 8th Street from a point 75 feet north of the north line of Superior Avenue to a point 238 feet north thereof shall be a two hour zone where parking shall be permitted subject to a two-hour limit between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 20. *St. Paul's Lutheran School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted on the east side of North 13th Street from the south line of Lincoln Avenue to a point 236 feet south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) Gen. Ord. 148-83-84, banning parking, stopping, or standing by vehicles other than buses on the east side of North 13th Street from the south line of Lincoln Avenue to a point 144 feet south thereof between the hours of 1:00 p.m. and 4:00 p.m. during school days, remains in full effect; and,

c) No parking shall be permitted at any time on the south side of Lincoln Avenue from North 12th Street to North 13th Street; and,

d) No stopping or standing shall be permitted on the south side of Lincoln Avenue from the east line of North 13th Street to a point 82 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 21. *Sheboygan Christian School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 94-65-66, relating to parking restrictions on the north side of Geele Avenue, remains in full effect; and,

b) No parking is permitted on the east side of North 5th Street from the south curb line of Euclid Avenue to a point 120 feet south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and

c) No parking shall be permitted on the south side of Euclid Avenue from North 4th Street to North 5th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

d) Parking is permitted on the west side of those portions of the 2200 block of North 4th Street adjacent to the school grounds.

Section 22. *Sheboygan County Head Start Center*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking is permitted on the south side of Superior Avenue from the east curb line of North 5th Street to a point 130 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) Parking is permitted on the east side of North 5th Street adjacent to the school/church.

Section 23. *Sheboygan Leadership Academy*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Except as provided in Gen. Ord. 121-81-82, which provides a daytime loading zone, parking is permitted on the south side of the 1300 block of St. Clair Avenue; and,

b) No parking, stopping, or standing is permitted on the east side of the 1100 block of North 14th Street; and,

c) No parking, stopping, or standing is permitted on the west side of the 1100 block of North 13th Street.

Section 24. *Sheridan Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 47-01-02, banning parking, stopping, or standing on the east side of South 15th Street from New Jersey Avenue to Maryland Avenue between the hours of 7:00 a.m. and 4:00 p.m. during school days, remains in full effect; and,

b) No parking shall be permitted on the south side of New Jersey Avenue from South 14th Street to South 15th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

c) No parking shall be permitted at any time on the west side of North 14th Street from New Jersey Avenue to Maryland Avenue; and,

d) Parking shall be permitted on the north side of Maryland Avenue between South 14th Street and South 15th Street within the marked angle parking stalls.

Section 25. *Tower Academy*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) Gen. Ord. 93-94-95, permitting parking on the east side of the 700 block of North 6th Street subject to a two-hour limit, remains in full effect; and,

b) Parking is permitted on the south side of Wisconsin Avenue adjacent to Tower Academy.

Section 26. *Trinity Lutheran School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted on the north side of Wisconsin Avenue between North 8th Street and North 9th Street; and,

b) Parking is permitted within the marked and metered spaces on the west side of North 8th Street between Wisconsin Avenue and Niagara Avenue, subject to the metered parking provisions of this code.

Section 27. *Urban Middle School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking shall be permitted on the west side of North 12th Street from the north line of North Avenue to a point 276 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

b) No parking shall be permitted on the north side of North Avenue from North 12th Street to North 13th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

c) No parking shall be permitted on the east side of North 13th Street from the north line of North Avenue to a point 182 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

d) No parking, stopping, or standing, shall be permitted by vehicles other than buses on the east side of North 13th Street from a point 182 feet north of the north line of North Avenue to a point 129 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

Section 28. *Wilson Elementary School*

Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking, stopping, or standing shall be permitted on the east side of South 17th Street from the south line of Wilson Avenue to a point 633 feet south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and

b) Gen. Ord. 147-73-74, is hereby amended so as to ban parking, stopping, or standing on the south side of Wilson Avenue between South 15th Street and South 17th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

c) No parking shall be permitted at any time on the east side of South 16th Street from the north line of Wilson Avenue to a point 45 feet north thereof.

Section 29. The Department of Public Works and the Police Department are hereby authorized and directed to install signs to give notification of the aforementioned parking restriction.

Section 30. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. ____ - 14 - 15. By CITY CLERK. September 2, 2014.

Submitting a communication from Bennett C. Kunert stating his thoughts regarding an accident involving 3 vehicles that the Route 7 North came upon with the driver of the City bus calling it into dispatch and grabbing the bus's fire extinguisher in case a fire started.

Transit

Susan Richards
City Clerk

Bennett C. Kunert
1427 North 10th Street, #401
Sheboygan, WI. 53081
Phone 920-459-8131

Re: Sheboygan Parks and Transit Committee

Dear Ladies and Gentlemen;

A few weeks ago on August 7th I was on Route 7 North, when we came upon an accident. There was, what appeared, 3 vehicles involved, one was on it's side. Joe, the bus driver, did the right thing by first calling it into dispatch and then grabbing the bus's fire extinguisher in case a fire started. I responded since I have first responder training. It was a blessing that no one was more seriously injured and no fire started.

Now Joe, instead of being commended for his actions is being disciplined. For doing the right thing? I am being told, he should have called in the accident and kept on driving. I am guessing transit officials would have felt better if the vehicle had caught fire, possibly exploded, while there was a person still trapped inside.

Over the years I have had first responder and first aid training, one thing that is stressed is the fast things are done the more likely the person/patient will recover. I have also learned the faster you fight a fire the easier it will be to put out. A few minutes even just seconds can make all the difference in the world.

No one responding to someone in life threatening situation should ever have to worry about being disciplined or losing their job. No one should lose their life because a person was to worried about losing their job to help. City policy, for all departments, should allow for workers to respond in cases of emergency. The city itself, if possible, should make it that no employer should discipline or terminate any employee because they responded to an emergency.

Joe should receive a commendation for his actions. If rumor is true and he was or will be disciplined that should be withdrawn. If he already has been disciplined that should be removed from his record. If he lost any wages he should be reimbursed for those wages. It is a small price to pay for a life that could have been lost if he did act.

Think about it, if it is you, your loved one, a friend etc. was in needed emergency help, and person could of helped but didn't because they were afraid of losing their job, how would you feel?

Thank You for Your Time;

Bennett C. Kunert

AUG 28 '14 PM 4:49

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

H&R Block Bank, A Federal Savings Bank
c/o Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

Plaintiff,

vs.

Laura R. Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

John Doe Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

The City of Sheboygan Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Associated Bank
433 Main St
Green Bay, WI 54301-5114

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

Defendants.

SUMMONS

Case No.

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

CIRCUIT COURT BRANCH #5
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

14CV0537

CLERK CIRCUIT COURT
FILED
14 AUG 12 P2:08
SHEBOYGAN COUNTY
WISCONSIN

8-28-14
4:28pm

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or

delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

Dated this 8th day of August, 2014.

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

By: _____
Timothy Mark Brovold
State Bar No. 1076008
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-8404
057037F01

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

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

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

H&R Block Bank, A Federal Savings Bank
c/o Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

Plaintiff,

vs.

Laura R. Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

John Doe Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

The City of Sheboygan Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Associated Bank
433 Main St
Green Bay, WI 54301-5114

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

Defendants.

COMPLAINT

Case No.

14CV0537

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

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

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

2. The mortgaged real estate is owned of record by Laura R. Beimel.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $37,314.90 together with interest from the 1st day of October, 2013.

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

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

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

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

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

9. That John Doe Beimel has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Laura R. Beimel.

WHEREFORE, the plaintiff demands.

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

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

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

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

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

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

Dated this 8th day of August, 2014.

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

By: _____
Timothy Mark Brovold
State Bar No. 1076008
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

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

[redacted] [redacted]

ADJUSTABLE RATE NOTE

(1 Year Treasury Index - Rate Caps)

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

May 6, 2002 [Date] | AWB CSB ~~Hd Hdddddd~~ Sheboygan [City] | Wisconsin [State]

2318 N 13TH ST
SHEBOYGAN, Wisconsin 53083
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.$ 45,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is First Federal Savings Bank La Crosse - Madison

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

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

2. INTEREST

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

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the first day of each month beginning on July, 2002 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on June 1, 2032 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at the Office of the Lender

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S.$ 290.38 . This amount may change.

(C) Monthly Payment Changes

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

[redacted]

EXHIBIT A

[redacted]

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 2007, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and one-quarter percentage points (3.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.700 % or less than 7.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.950 %.or less than 7.000%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

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

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

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from

EXHIBIT A

[redacted]

me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note,

Initials: AWB CGB

EXHIBIT A

protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

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

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

Allen W. Beimel (Seal) -Borrower
ALLEN W BEIMEL

_____ (Seal) -Borrower

Cynthia G. Beimel (Seal) -Borrower
CYNTHIA G BEIMEL

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

[Sign Original Only]

EXHIBIT A

Allonge

Loan Number--------: [redacted] Note Date----------: 05/06/2002 Original Rate--------: 6.700 % First Payment Date-: 07/01/2002 Amount of Note----: 45000	Current Borrower(s):ALLEN W BEIMEL CYNTHIA G BEIMEL Property Address-- : 2318 N 13th St Sheboygan, WI 53083

Pay to the Order of

Without Recourse

Associated Bank, National Association
acquired thru acquisition/merger First Federal Capital Bank formerly known as First Federal Savings Bank of LaCrosse-Madison

By: Ellen L. King
Vice President

This Allonge is to be attached to and made part of the original note.
This Allonge is not valid UNLESS attached to the original note.

[redacted] [redacted] [redacted]

EXHIBIT A

VOL 1989 PAGE 478
1636443

MORTGAGE

SHEBOYGAN COUNTY, WI
RECORDED ON
05-10-2002 11:16 AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 47.00
TRANSFER FEE:
080908 6
OF PAGES: 19

DOCUMENT NUMBER

NAME & RETURN ADDRESS

[redacted]
Review, Packaging, & Shipping Dept
First Federal Savings Bank
P O Box 1868
La Crosse, WI 54602-1868

PARCEL IDENTIFIER NUMBER
59281 713930

[Space Above This Line For Recording Data]

DEFINITIONS

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

(A) **"Security Instrument"** means this document, which is dated May 6, 2002, together with all Riders to this document.
(B) **"Borrower"** is

LAURA R BEIMEL, AN UNMARRIED PERSON

Borrower is the mortgagor under this Security Instrument.
(C) **"Lender"** is First Federal Savings Bank LaCrosse - Madison

Lender is a federally-chartered, federally-insured savings bank organized and existing under the laws of United States of America

[redacted]

EXHIBIT B

[redacted]

VOL 1989 PAGE 479

Lender's address is 605 State Street, LaCrosse, WI 54601

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated May 6, 2002 .
The Note states that Borrower owes Lender
*** FORTY FIVE THOUSAND & 00/100 *** Dollars
(U.S. $ 45,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than As Stated in Said Note .
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[x] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[x] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

Initials: L.R.B.

EXHIBIT B

[redacted]

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[redacted]

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

LOT ONE (1), BLOCK TWO (2), NEUMEISTER & OEHLER SUBDIVISION, CITY OF SHEBOYGA N, WISCONSIN.

which currently has the address of

2318 N 13TH ST [Street]
SHEBOYGAN [City], Wisconsin 53083 [Zip Code]
("Property Address"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

EXHIBIT B

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

Witnesses:

_____ _____ (Seal)
-Borrower

_____ _____ (Seal)
-Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) Laura R Beimel (Seal)
-Borrower LAURA R BEIMEL -Borrower

EXHIBIT B

[redacted]

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STATE OF WISCONSIN, SHEBOYGAN County ss:

The foregoing instrument was acknowledged before me this May 6, 2002

by

LAURA R BEIMEL (UNMARRIED)

My Commission Expires: 04/25/04

Notary Public, State of Wisconsin

EUGENE J. HICKEY NOTARY PUBLIC STATE OF WISCONSIN

This instrument was prepared by

Tiffany H. Walrack
First Federal Savings Bank
La Crosse - Madison

EXHIBIT B

[redacted]

[redacted]

VOL 1989 PAGE 493

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 6th day of May, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to First Federal Savings Bank La Crosse - Madison

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

2318 N 13TH ST
SHEBOYGAN, Wisconsin 53083

[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.700 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 2007, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

[redacted]

[redacted]

EXHIBIT B

[redacted]

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(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and one-quarter percentage points (3.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.700 % or less than 7.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.950 %. or less than 7.000%.

(E) Effective Date of Changes

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

Initials: R.R.B.

[redacted]

EXHIBIT B

[redacted]

(F) Notice of Changes

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

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

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

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

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

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

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

Initials: L.R.B.

[redacted]

EXHIBIT B

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

_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
Laura R. Beimel (Seal) LAURA R BEIMEL -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

EXHIBIT B

SOLUTIONSTAR

PRE-FORECLOSURE REPORT

SECURITY INSTRUMENTS

Document Type:	Mortgage	**Execution Date:**	05/06/2002
Volume/Page and Instrument No.	1989, 487, 1636443	**Recorded Date:**	05/10/2002
Loan Amount:	$45,000.00	**Maturity Date:**	Not Stated
Grantor:	Laura R. Beimel, an unmarried person		
Beneficiary:	First Federal Savings Bank LaCrosse - Madison		
Open End:	Closed		
Comment:	Real Estate Mortgage Subordination Agreement dated 06/06/2002 recorded in Instrument No. 1640154 on 06/21/2002, making Real Estate Mortgage recorded in Volume 1354, Page 469, Instrument No. 1408723, referred to below, subordinate to Mortgage recorded in Volume 1989, Page 487, Instrument No. 1636443. Real Estate Mortgage Subordination Agreement dated (execution date) recorded in Instrument No. 1640153 on 06/21/2002, making Real Estate Mortgage recorded in Volume 1378, Page 146, Instrument No. 1420469, referred to below, subordinate to Mortgage recorded in Volume 1989, Page 487, Instrument No. 1636443.		

Assigned From:	Associated Bank, National Association; acquired thru Acquisition/merger First Federal Capital Bank formerly known as First Federal Savings Bank of LaCrosse-madison	**Execution Date:**	02/26/2007
Assigned To:	H and R Block Bank, a corporation	**Recorded Date:**	02/26/2007
Instrument Number	1820223		

Assigned From:	H and R Block Bank, a corporation A/K/A H and R Block Bank, FSB, by Nationstar Mortgage LLC	**Execution Date:**	09/03/2013
Assigned To:	H and R Mortgage Holdings, LLC	**Recorded Date:**	09/04/2013
Instrument Number	1975316		

Document Type:	Real Estate Mortgage	**Execution Date:**	07/15/1994
Volume/Page and Instrument No.	1354, 469, 1408723	**Recorded Date:**	07/26/1994
Loan Amount:	$8,062.00	**Maturity Date:**	Not Stated
Grantor:	Laura R. Beimel, a single person		
Beneficiary:	The City of Sheboygan Department of City Development		
Open End:	Closed		

Document Type:	Real Estate Mortgage	**Execution Date:**	12/28/1994
Volume/Page and Instrument No.	1378, 146, 1420469	**Recorded Date:**	01/27/1995
Loan Amount:	$4,743.00	**Maturity Date:**	Not Stated
Grantor:	Laura R. Beimel		

4000 Horizon Way, Ste 250, Irving TX 75063 | Phone: 877.775.3603 | Fax: 972.459.1599
Email: SSattorney@solutionstar.com | Web: http://www.solutionstar.com/title-and-valuation-service/

LIEN REPORT

SOLUTIONSTAR

PRE-FORECLOSURE REPORT

Beneficiary: The City of Sheboygan Department of City Development
Open End: Closed

4000 Horizon Way, Ste 250, Irving TX 75063 | Phone: 877.775.3603 | Fax: 972.459.1599
Email: SSattorney@solutionstar.com | Web: http://www.solutionstar.com/title-and-valuation-service/

LIEN REPORT

SOLUTIONSTAR

PRE-FORECLOSURE REPORT

JUDGMENT AND LIEN INFORMATION

Document Type:	Judgment	**Execution Date:**	04/07/2008
Cause No.:	2008SC000995	**Recorded Date:**	04/07/2008
Amount:	$2,106.29 + Costs + Interest		
Plaintiff:	Associated Bank, 815 N Water Street, Milwaukee, WI 53202		
Defendant:	Laura R. Beimel		
Comment:	Cause No. 2008SC000995		

Document Type:	Abstract of Judgment	**Execution Date:**	03/25/2010
Cause No.:	Not Stated	**Recorded Date:**	03/25/2010
Amount:	$120.00 + Costs + Interest		
Plaintiff:	Sheboygan County Clerk of Circuit Court, 615 N Sixth STreet, Sheboygan, WI 53081-4692		
Defendant:	Laura R. Beimel		

Document Type:	Judgment	**Execution Date:**	09/14/2011
Cause No.:	2011TR001714	**Recorded Date:**	09/14/2011
Amount:	$175.30 + Costs + Interest		
Plaintiff:	Sheboygan County Clerk of Circuit Court, 615 N Sixth STreet, Sheboygan, WI 53081-4692		
Defendant:	Laura R. Beimel		

Document Type:	Judgment	**Execution Date:**	04/04/2012
Cause No.:	Not Stated	**Recorded Date:**	04/04/2012
Amount:	$120.00 + Costs + Interest		
Plaintiff:	Sheboygan County Clerk of Circuit Court, 615 N Sixth STreet, Sheboygan, WI 53081-4692		
Defendant:	Laura R. Beimel		

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In re:

MICHAEL H. DILWORTH, **Case No. 13-28043-PP**

Debtor.

MOTION TO MODIFY SECOND AMENDED PLAN OF REORGANIZATION

Michael H. Dilworth (the "Debtor") moves the Court pursuant to 11 U.S.C. § 1127(a) to modify the Debtor's Second Amended Plan of Reorganization to read as stated on the attached redlines included as **Exhibit A** (the "Modified Plan"). A clean copy of the Modified Plan has been filed as Docket No. 346. In support of the Debtor's Motion, the Debtor states as follows:

Jurisdiction

1. On June 10, 2013, the Debtor filed his voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Code"). An order for relief was entered on the same day.

2. The Debtor is continuing to operate his business and manage his affairs as a debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Code.

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(a) and 157(a), and the order of reference in this district entered pursuant to § 157(a).

4. Venue is proper in this District and Court under 28 U.S.C. §§ 1408 and 1409.

5. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (L) as a matter concerning the administration of the Debtor's estate and the confirmation of a plan.

Justin M. Mertz
Kerkman & Dunn
757 North Broadway, Suite 300
Milwaukee, WI 53202
Phone: 414. 277.8200
Facsimile: 414.277.0100
Email: jmertz@kerkmandunn.com

The Proposed Modifications

The modifications to the Debtor's Plan are reflected in the redline pages attached collectively as **Exhibit A**. The modifications address the following primary areas:

a. Treatment of Hudson's Secured Claim (Art. 3.3(a)). Most of the redlines have been made to Art. 3.3(a) of the Plan. Those changes are summarized as follows:

- The Properties remain retained by the Debtor; the interest rate increases to 5.5% and the maturity date is shortened to 4 years from the Effective Date.
- The total Secured Claim will be $17,974,191. Hudson has agreed to immediately waive distribution on its entire Unsecured Claim of $2,311,242.
- Hudson has agreed to certain Release Prices for individual Properties, establishing a method to refinance or sell the Properties and provide distributions to creditors in the event of a profitable sale. If the Release Prices are paid within the first 2 years, Hudson will waive additional deficiency amounts against the Reorganized Debtor, which provides additional benefit for creditors in the case.
- The Debtor has agreed to place deeds for the Properties into escrow, which can be recorded in the event of default under the Plan.
- After the Effective Date, the Properties will be transferred to various yet-to-be-formed limited liability companies, owned by the Reorganized Debtor and the existing co-borrowers. These new companies will only own the real estate and will be obligated to make the payments to creditors under the Modified Plan.

b. Treatment of WaterStone Bank (Art. 3.3(e)). Minor edits have been made to reflect the correct monthly payments to be made to WaterStone; the amounts are lower than originally drafted. The treatment has not changed and these edits do not impact other

creditors.

c. **Treatment of Class 6 Creditors (Art. 3.6).** Minor edits have been made to toll any statute of limitations on claims of insiders; the treatment has not changed and these edits do not impact other creditors.

d. **Treatment of Class 7 Creditors (Art. 3.7).** Per PNC Bank's request, the Debtor has agreed to add PNC to the list of lenders whose guaranties will remain in place. Independent of this change, it has been and continues to be the Debtor's intention to reaffirm all valid contingent obligations and guaranty agreements of all members within Class 7. Additionally, Ally Financial has been added to reflect Ally's correct status as a member of Class 7 (not Class 3F as previously reported on Exhibit 4 of the Disclosure Statement). These edits do not change any rights or payment terms under the Plan and do not impact other creditors.

e. **Revised Budgets.** The Debtor has revised and updated the budgets that were attached to the Disclosure Statement as Exhibit 6. The updated budgets include the revisions set forth in the Modified Plan, as well as any necessary updates since the filing of the budgets in February 2014. The Debtor believes that the projections continue to show that the Plan is feasible. The updated budgets are attached to this Motion as **Exhibit B.**

Legal Basis for Relief

Section 1127(a) provides that a proponent may modify a plan at any time before confirmation as long as the modified plan meets the requirements of §§ 1122 and 1123. The proponent of the modification must also comply with the post-petition disclosure and solicitation requirements of § 1125.

If the Court finds that the proposed modifications do not adversely change the treatment of the claim of any creditor or the interest of any equity security holder who has not accepted the

modification in writing, the modification shall be deemed accepted by all creditors and equity security holders who have previously accepted the plan. Fed. R. Bankr. P. 3019; *In re Sentinel Mgmt. Group, Inc.*, 398 B.R. 281, 300-03 (Bankr. N.D. Ill. 2008) (minor modifications that do not adversely affect creditors do not require the debtor to solicit new acceptances). If a modification to a plan is minor, a new disclosure statement is not required. *Sentinel*, 398 B.R. at 300-03.

A plan modification is immaterial if it would not cause a claimant to reconsider its acceptance of the plan. *Id.* at 303. An immaterial modification does not trigger the requirement for new acceptances of the plan, and the plan as modified may be deemed accepted by all creditors who previously accepted the plan. *Id.* The immaterial modification *de facto* satisfies the § 1125 disclosure requirements. *In re Am. Solar King Corp.*, 90 B.R. 808, 824 (Bankr. W.D. Tex. 1988).

Application

Here, the modifications have already been accepted by creditors who are impacted by them. The modifications are immaterial as to all other creditors because the treatment to other classes remains the same. All creditors and equity holders who have previously accepted the Plan should be deemed to accept the Modified Plan.

Likewise, the Modified Plan also satisfies the § 1125 disclosure requirements because the proposed modifications are immaterial to other classes and the fundamental information previously provided in the Debtor's Disclosure Statement has not changed.

The most significant fact is that the proposed plan payments to unsecured creditors remain unchanged. Although the term of the Hudson secured loan has been shortened to a 4-year term, unsecured creditors are not adversely impacted. Unsecured creditors will continue to

receive their payments from the Debtor, who will continue his business operations. Under the Debtor's original plan, the Debtor always had the ability to sell or refinance his Properties at a date earlier than the term of the Plan.

Lastly, this Motion and the Modified Plan are being sent to all creditors with a 21-day opportunity to object and/or change their ballot to accept or reject the Modified Plan. Therefore, adequate information is being provided to creditors as may be required under § 1127(f)(2). Given the circumstances, the Debtor believes notice is sufficient. The Modified Plan should be confirmed at the final hearing on confirmation scheduled for September 30, 2014 at 1:30 p.m.

Conclusion

Provided that no creditors change their vote on the Modified Plan, ***all classes will have accepted the Modified Plan***. For the reasons stated above, the Debtor requests that the Motion be approved and that the Modified Plan be confirmed by the Court.

Dated: August 27, 2014.

/s/ Justin M. Mertz
Justin M. Mertz
Kerkman & Dunn
Attorneys for the Debtor

P.O. Address:
757 N. Broadway, Suite 300
Milwaukee, WI 53202-3612
Phone: 414.277.8200
Facsimile: 414.277.0100
Email: jmertz@kerkmandunn.com

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In re:

MICHAEL H. DILWORTH, **Case No. 13-28043-PP**
Chapter 11

Debtor.

NOTICE OF (I) MOTION TO MODIFY PLAN AND (II) FINAL HEARING ON CONFIRMATION OF THE DEBTOR'S PLAN

To: All Interested Parties

PLEASE TAKE NOTICE that the Debtor has filed the attached motion to modify the plan (the "Motion") pursuant to 11 U.S.C. § 1127. The Motion requests approval of certain modifications to the Debtor's second amended plan of reorganization (the "Modified Plan"), which are attached to the Motion as an exhibit. A clean copy of the Modified Plan is on file with the Court. The Debtor requests that the Court approve the Motion and confirm the Modified Plan.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

The **final** hearing to consider confirmation of the Debtor's Modified Plan will be held at **1:30 p.m. on September 30, 2014** at:

Honorable Pamela Pepper
Room 149
United States Federal Courthouse
517 E. Wisconsin Ave.
Milwaukee, Wisconsin 53202

If you do not want the Court to confirm the Modified Plan, or if you would like to change your ballot accepting or rejecting the Modified Plan, then on or before **September 17, 2014**, you

Justin M. Mertz
KERKMAN & DUNN
757 North Broadway, Suite 300
Milwaukee, WI 53202
Phone: 414. 277.8200
Facsimile: 414.277.0100
Email: jmertz@kerkmandunn.com

or your attorney must file a written objection to the Modified Plan, or a notice indicating your intent to change your vote, with the Bankruptcy Court at the following address:

Clerk of Court
United States Bankruptcy Court
517 East Wisconsin Avenue, Room 126
Milwaukee, Wisconsin 53202

If you mail your objection or notice to the Court for filing, you must mail it early enough so the Court will **receive** it on or before the date stated above.

You must also mail a copy of your objection or notice to:

Justin M. Mertz
Kerkman & Dunn
757 North Broadway, Suite 300
Milwaukee, WI 53202-3612

Debra L. Schneider
Office of the United States Trustee
517 E. Wisconsin Ave., Suite 430
Milwaukee, WI 53202

In addition to filing any objection or notice and mailing a copy of it as stated above, you or your attorney must also appear at the hearing on **September 30, 2014 at 1:30 p.m.**

If you or your attorney do not take these steps, the Court may decide that you do not oppose the Modified Plan, and may enter an order confirming it.

Dated: August 27, 2014.

/s/ Justin M. Mertz
Justin M. Mertz
Kerkman & Dunn

Attorneys for the Debtor,
Michael H. Dilworth

P.O. Address:

757 N. Broadway, Suite 300
Milwaukee, WI 53202-3612
Phone: 414.277.8200
Facsimile: 414.277.0100
Email: jmertz@kerkmandunn.com

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In re:

Michael H. Dilworth, **Case No. 13-28043-pp**

Debtor.

SECOND AMENDED PLAN OF REORGANIZATION
(as modified August 27, 2014)

Kerkman & Dunn
Attorneys for
Debtor-in-Possession
757 N. Broadway, Suite 300
Milwaukee, Wisconsin 53202
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Email: jmertz@kerkmandunn.com

Dated: Milwaukee, Wisconsin
~~July 10~~August 27, 2014.

property taxes that accrued after the Petition Date that are secured by the Properties. On Retained Properties, Class 2A Claims are unimpaired and the Debtor shall pay such amounts as they become due.

(b) ***Class 2B: Allowed Secured Pre-Petition Tax Claims.*** The members of Class 2B hold Claims for property taxes that accrued prior to the Petition Date secured by the Properties.

On Retained Properties, Class 2B Claims have been paid in full by the Debtor during the pendency of the Case; but to the extent that Class 2B Claims on Retained Properties have not been paid, Class 2B Claims will be paid in full in equal monthly installments of principal and interest at the rate specified by 11 U.S.C. § 511 over a term of 60 months from the Petition Date, with payments commencing on the 15th day of the first month following the Effective Date.

On Released Properties, Class 2B Claims will be paid in full upon the sale of each Released Property, whether pursuant to (i) the Plan or an order of the Bankruptcy Court under § 363 or otherwise, or (ii) the sale of such Property pursuant to state law in a foreclosure sale or otherwise. On Released Properties, any applicable stay or injunction arising from the Debtor's filing of the chapter 11 case is terminated so that Class 2B Claims may realize on any rights to release on the Liens securing such Claims. Any Liens securing Class 2B Claims survive after the Confirmation Date. The Debtor shall have no obligation to make payments on Class 2B Claims with respect to Released Properties.

(c) ***Class 2C: Allowed Priority Unsecured Claims.*** The Allowed Priority Unsecured Claims in Class 2C are unimpaired under the Plan. The Allowed Priority Unsecured Claims will be paid in full on the Effective Date, unless otherwise agreed by the holder of a Claim in Class 2C.

3.3 ***Classes 3A through 3E: Allowed Secured Lender Claims.***

(a) ***Class 3A: Allowed Secured Claims of Hudson.***

(i) *Impairment.* The Allowed Secured Claims of Hudson are impaired.

(ii) *Amount.* Hudson's total Allowed Secured ~~Claims~~Claim shall be $17,974,191, this claim shall not be reduced by any payment made by the Debtor prior to the Confirmation Date and the Debtor's objection(s) thereto are deemed ~~to be $17,391,517~~withdrawn, waived and released.

(iii) *Retention of Liens.* Hudson shall retain its Liens on its Collateral to secure the Debtor's ~~and~~, the Reorganized Debtor's and "Newco's" (as hereinafter defined) obligations to Hudson under the Plan. Hudson's Allowed Secured Claim shall remain cross-collateralized as provided in the Prepetition Loan Documents; further, a default with respect to one Pre-Petition Loan Document may be considered a default with respect to all of the Prepetition Loan Documents for Hudson's Collateral, and shall be combined into consolidated obligations (one for each Newco) subject to the terms hereof.

(iv) *Treatment of Allowed Secured Claims and Collateral.*

(1) *Retained Properties.* Hudson's Collateral shall be Retained Properties. ~~Hudson's Allowed Secured Claims on Retained Properties shall be first reduced by the amount of adequate protection payments paid by the Debtor during the Case on each respective Retained Property. The remaining balances of Hudson's Allowed Secured Claims~~After the Effective Date, the Reorganized Debtor will transfer Hudson's Collateral to three limited liability companies, Newco 1 for Sheboygan Lakeview, Newco 2 for Forest Home Corporate Center, and Newco 3 for the remaining Properties (together, "Newco") which shall hold title to the Properties. Newco shall be obligated to the payment provisions of this Article of the Plan. The transfers shall be pursuant to 11 U.S.C. § 363 free and clear of all liens, claims, and encumbrances except for the Liens of Hudson and taxing authorities. Pursuant to 11 U.S.C. § 1146, neither the Debtor, the Reorganized Debtor, any co-debtor/borrower, any Guarantor, nor Newco shall have any liability for charges, taxes, or fees due to a governmental authority (including the State of Wisconsin or any city or county of Wisconsin) for the initial transfer of the Properties pursuant to this Plan.

(2) *Agreed Secured Claim Balances.* Hudson's Allowed Secured Claim shall be broken down and attributed to each Property as follows (each, an "Agreed Balance"):

Address	Common Name	Agreed Balance
1435 S. 7th St., Sheboygan	Sheboygan Lakeview	$158,554
1.5 & 1.8 Acre Outlots in Oak Creek	Rawson/Pennsylvania	$115,637
3030-3130 W. Rawson Ave., Franklin	3030 & 3130 Rawson	$500,000
11311 W. Forest Home Ave., Franklin	Forest Home Corp. Center	$6,100,000
705 Carol Street, Clinton	Carol Street	$2,500,000
650 W. Beaverbrook, Spooner	Pamida	$1,600,000
7530-7630 Pershing Blvd., Kenosha	Pershing/Sears/McDonalds	$7,000,000

~~(1)~~(3) *Payment Terms.* The Agreed Balances shall be paid by the Reorganized Debtor in equal monthly installments of principal with fixed interest at the rate of 4~~5~~.5% per annum amortized over 25 years with no pre-payment penalties. ~~However, the Debtor shall pay interest only on the balance attributed to the Forest Home Corporate Center Loan for a period of six months from the first payment under the Plan. Hudson shall release a Lien on a respective piece of Collateral in the event the balance of the amount of its Allowed Secured Claim allocated to such piece of Collateral is paid in full.~~ The monthly installments will commence on the 15th day of the first month following the Effective Date or the date of execution of the any documents required in Art. 3.3(a)(viii) whichever is later, and will continue on the 15th day of each subsequent month until the full principal amount is paid. ~~The balance of Hudson's Allowed Secured Claim~~Any remaining Agreed Balances shall be paid in full ~~30 days after~~on the due date of the ~~84th~~48th payment. The Reorganized Debtor shall pay Hudson the Agreed Balance for the Sheboygan Lakeview Property within 30 days of the Effective Date.

(4) *Release Prices.* Hudson shall release its Liens on a respective piece of Collateral in the event the Agreed Balance allocated to such piece of Collateral is paid in full. However, in the event the Reorganized Debtor sells or refinances one or more of the Hudson Properties within 1 or 2 years of the Effective Date, Hudson agrees to release its Lien(s)

on such Property or Properties, provided that Hudson receives the amounts indicated below (the "Release Price(s)"); after 2 years, the Release Prices shall revert to the remaining Agreed Balance associated with such Property. The amount of each monthly payment attributed to principal shall reduce each Release Price and/or Agreed Balance accordingly. If the Release Price is paid, any additional deficiency amount (i.e., the difference between the Agreed Balance and the Release Price) attributed to such Property shall be cancelled and released by Hudson upon receipt of the Release Price. Any net proceeds realized by the Reorganized Debtor above such Release Price shall be retained by the Reorganized Debtor.

Common Name	Year 1 Release Price	Year 2 Release Price
Sheboygan Lakeview	$158,554	$158,554
Rawson/Pennsylvania	$115,637	$115,637
3030 & 3130 Rawson	$400,000	$450,000
Forest Home Corp. Center	$5,700,000	$5,800,000
Carol Street	$2,400,000	$2,500,000
Pamida	$1,400,000	$1,500,000
Pershing/Sears/McDonalds	$6,500,000	$6,700,000

(5) *Deeds in Escrow & Default.* Newco shall provide to Hudson (or its assigns) quit-claim deeds, in recordable form, to be held in escrow by Hudson's attorneys. The deeds shall remain held in escrow unless and until (a) Newco or the Reorganized Debtor has materially defaulted under the terms of the Plan, (b) Newco or the Reorganized Debtor does not cure such default within 15 days of receiving written notice from Hudson. If Newco or the Reorganized Debtor does not cure such default, Hudson may, at its option, record the deeds and accept them in full satisfaction of the Agreed Balance(s) for each Property, or otherwise exercise its rights under the Prepetition Loan Documents. Newco shall be organized, and its operating agreement shall provide, that it may not seek relief under the Bankruptcy Code or any other insolvency statute without the unanimous consent of all of its members which members shall include at least one corporation not authorized to vote for such relief without the unanimous consent of its directors one of whom shall be appointed by Hudson.

(v) *Treatment of Allowed Unsecured Claim.* Any remaining ~~Unsecured Claim~~Claims of Hudson shall be treated as a Class 5 Unsecured Claim. Hudson agrees to waive any distribution to which it may be entitled on its remaining Class 5 Unsecured Claim, but may apply any payments made by the Debtor prior to the Confirmation Date thereto.

(vi) *Guaranties.* Upon the Effective Date, Hudson shall waive and discharge any Claim that it may have against the Debtor, any Guarantor, co-borrower, or co-debtor of the Prepetition Loan Documents in any amount above each respective Agreed Balance. All guaranties, including without limitation that of the Debtor, shall remain in effect as they existed prior to the Petition Date, but shall be amended to only secure the Agreed Balance(s) of Newco's and the Reorganized Debtor's obligations to Hudson under the Plan. Upon receipt of the Release Price on a particular Property, any and all collateral owned by a co-borrower, Guarantor, or entity owned by a Guarantor, that secures the obligations under the Prepetition Loan Documents associated with such Property, and any guaranties of the Prepetition Loan Documents and any documents under Art. 3.3(a)(viii) associated with such Property, shall be released by Hudson.

(vii) *Pending Actions.* Any and all state and/or district court proceedings initiated by Hudson against any co-borrower, co-debtor, or Guarantor of the Prepetition Loan Documents shall be dismissed upon the Effective Date of the Plan, with no costs or fees to any party.

~~(v)~~(viii) The Reorganized Debtor, Newco and any Guarantor, co-borrower or co-debtor, on the one hand, and Hudson, on the other hand, shall execute and deliver such note(s), instruments, agreements, mortgages, amendments to mortgages, guaranties and reaffirmations and related documents as counsel to Hudson may reasonably require to make effective and memorialize the terms of this Plan as soon as possible after the Confirmation Date.

(b) ***Class 3B: Allowed Secured Claims of BMO Harris.***

(i) *Impairment.* The Allowed Secured Claim of BMO Harris is impaired.

(ii) *Amount.* BMO Harris' Allowed Secured Claim shall be deemed to be the stipulated value of the Park Place Property, plus the value of any cash on deposit in the Debtor's Park Place Debtor-in-Possession Account, which together, shall be in an amount not less than $2,850,000.

(iii) *Retention of Liens.* BMO Harris shall retain its Liens on its Collateral.

(iv) *Treatment of Collateral and Allowed Secured Claim.* BMO Harris' Collateral shall be a Released Property and shall be governed by the terms of the BMO Harris Park Place Stipulation. The BMO Harris Collateral (the Park Place Property and the Debtor-in-Possession Account maintained by the Debtor for the Park Place Property) shall be surrendered to BMO Harris via a deed in lieu of foreclosure according to the terms of the BMO Harris Park Place Stipulation. BMO Harris' Allowed Secured Claim shall be deemed nonrecourse by BMO Harris' receipt of the BMO Harris Collateral via deed in lieu of foreclosure.

(v) *Treatment of Allowed Unsecured Claims.* Any remaining Unsecured Claims of BMO Harris shall be treated as Class 5 Claims. The BMO Harris Claim No. 39 Stipulation shall control the treatment of BMO Harris' remaining Unsecured Claims.

(c) ***Class 3C: Allowed Secured Claims of Spring.***

(i) *Impairment.* The Allowed Secured Claims of Spring are impaired.

(ii) *Amount.* Spring's total Allowed Secured Claims shall be deemed to be the following amounts on the following pieces of Collateral:

(1) A first-position loan of $491,049 on Spring's Collateral located at Harris Drive;

Secured Claims on the St. Martins Properties and the Hillside Property shall be deemed fully satisfied from WaterStone's receipt of the St. Martins Properties and the Hillside Property via deeds in lieu of foreclosure, or alternatively, from the net proceeds (after payment of all unpaid and delinquent taxes, liens, and other closing costs necessary to deliver clean title to any eventual buyer) that WaterStone may receive after the St. Martins Properties and the Hillside Property are sold in or outside of a foreclosure proceeding.

WaterStone's Allowed Secured Claims on the Janesville Properties shall be paid by the Debtor in monthly payments of ~~$11,158.23, consisting of interest in the amount of $7,427.79 and $3,730.44 for real estate tax escrow during the pendency of the Case beginning in November 2013. After the Effective Date, the Debtor shall make monthly payments of~~ principal and interest against the principal balance of the Janesville Allowed Secured Claims to WaterStone on or before the 15th day of each and every month in the amount of ~~$14,059.80~~13,674.66, consisting of ~~$10,329.36~~9,944.22 of principal and interest, and $3,730.44 for real estate tax escrow, such that the first principal and interest payment shall occur the month following the final interest-only payment made during the Case. One final payment shall be due June 15, 2015 in an amount equal to the then unpaid principal and accrued and unpaid interest of the Allowed Secured Claims attributed to the Janesville Properties.

(vi) *Treatment of Allowed Unsecured Claim.* Any Allowed Unsecured Claims of WaterStone shall be treated as Class 5 Allowed Claims, as further detailed in the WaterStone Stipulation.

3.4 ***Classes 4A through 4B: Security Deposit Claimants.*** As part of the Tenant Leases, the Security Deposit Claimants may have provided the Debtor with security deposits to secure their obligations under each Tenant Lease.

(a) ***Class 4A: Leases Rejected by the Debtor.*** The Allowed Unsecured Claims of Tenants that arise from the Debtor's rejection of such Tenant Leases during this Case shall be paid in full within 45 days of the Effective Date. **The Debtor hereby rejects the Tenant Leases on any of the Released Properties, effective on the Confirmation Date.** The Bankruptcy Court fixed the time for filing proof of claim in the Case; however, pursuant to Rule 3003(c)(3), members of Class 4A whose leases are rejected effective on the Confirmation Date shall have 30 days from the Confirmation Date to file any proof of claim against the Debtor.

(b) ***Class 4B: Leases Assumed by the Debtor.*** All Tenant Leases that are not explicitly rejected by the Debtor by motion or pursuant to the Plan are hereby assumed. The assumed Leases are (i) unimpaired by this Plan, and (ii) are therefore not entitled to vote on the Plan. Security deposits that must be returned to the Security Deposit Claimants pursuant to the terms of each Tenant Lease will be returned in the ordinary course of business.

The Debtor's assumption of Tenant Leases (unless otherwise rejected by a motion filed with the Court) requires the Debtor and the Reorganized Debtor to continue performance pursuant to the terms of each such Tenant Lease, including the return of the Security Deposit Claimants' security deposits pursuant to the terms of each Tenant Lease. There are no cure amounts necessary to be paid due to the Debtor's assumption of the Tenant Leases.

3.5 ***Class 5: Allowed Non-Trade, Non-Insider Unsecured Claims.*** Allowed Claims in Class 5 shall consist of Allowed Unsecured Claims against the Debtor which are not otherwise included within Classes 6, 7, or 8. Claims in Class 5 are impaired under the Plan. Unless otherwise agreed to less favorable treatment by the holder of a Class 5 Claim, Allowed Claims in Class 5 shall receive a Pro-Rata Share of $25,000, payable within six months following the Effective Date.

3.6 ***Class 6: Allowed Unsecured Insider Claims.*** Allowed Claims in Class 6 are impaired and shall consist of the Allowed Unsecured Insider Claims. Allowed Claims in Class 6 shall retain any interest they (or their companies) may have in the Properties as co-owners. Class 6 Insider Claims shall be subordinated to Class 8 and will only receive payments on such Claims in the event Class 8 is paid in full. ~~Class 6 Creditors shall share in the future profits, if any, generated by the Properties to reduce the balance of their Claims against the Debtor~~Any applicable statute of limitations to enforce a Class 6 Claim shall be deemed tolled from the Petition Date through the completion of payments to Class 8 Claims. Thereafter, Class 6 Creditors may enforce their Claims against the Debtor and may, without limitation, share in the future profits, if any, generated by the Properties to reduce the balance of their Claims against the Debtor.

3.7 ***Class 7: Allowed Unsecured Contingent Claims.*** Allowed Unsecured Claims in Class 7 are impaired. To the extent that the Debtor's filing of this Case could be considered a default under the terms and provisions of any guaranteed obligations and/or guaranty agreements, such default shall be deemed waived by members of Class 7. However, the Debtor hereby reaffirms that all guaranteed obligations and guaranty agreements including those executed by him in favor of Tri City National Bank, PNC Bank, N.A., Ally Financial, and Associated Bank N.A. (collectively, the "Guarantees"), remain in full force and effect and acknowledges that this Case and the Plan are not intended to affect or limit the continuing nature of the Guarantees of Class 7 Creditors.

3.8 ***Class 8: Allowed Unsecured Trade Claims.*** Allowed Unsecured Claims in Class 8 shall be paid in full, in equal installments beginning the 15th day of the first month following the Effective Date. The Debtor reserves the right to make monthly, quarterly, or bi-annual distributions to the Creditors in Class 8 for administrative convenience purposes.

3.9 ***Class 9: Equity Interests in the Debtor.*** The Interests in Class 9 are unimpaired and unaffected under the Plan. They shall retain their Interests.

3.10 ***Prepayment Without Penalty.*** At any time, the Reorganized Debtor may prepay, without penalty, any of his obligations under the Plan to any Creditor if the Debtor or Reorganized Debtor has the ability to do so and otherwise complies with his obligations under the Plan.

3.11 ***Continuance of Prepetition Loan Documents.*** The Prepetition Loan Documents shall continue in effect to the extent consistent with the provisions of the Plan. If requested by a Lender, the Reorganized Debtor shall execute a Prepetition Loan Document assumption agreement consistent with the provisions of the Plan. Notwithstanding the foregoing, such assumption agreement shall not modify or amend the Prepetition Loan Documents except as provided by the Plan, and the Reorganized Debtor shall not be required to execute new or additional loan documents except for such assumption agreement(s) referenced herein.

Claim shall be entitled to the accrual of post-petition interest on account of such Claim.

11.9 Any documents necessary to effect the provisions of the Plan will be filed with the Bankruptcy Court before the hearing on confirmation.

11.10 The attorneys' fees and costs to administer consummation of the Plan shall be reasonable.

ARTICLE XII
CONCLUSION

The Plan reflects the Debtor's best efforts to reorganize his business in a manner that preserves his continued viability, advances the interests of creditors, and complies in all aspects with the requirements of the Code.

Dated: ~~July 10~~August 27, 2014.

By: */s/ Justin M. Mertz*
Justin M. Mertz
Kerkman & Dunn

Attorneys for the Debtor,
Michael H. Dilworth

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	Oct-14	Nov-14	Dec-14
Revenues (Rents)			
3030 & 3130 W Rawson Avenue	-	-	-
Carol Street	44,365	44,365	44,365
Pershing	96,455	96,455	96,455
Forest Home Corporate Center	27,269	27,269	27,269
Pamida	14,000	14,000	14,000
Rawson Village	-	-	-
Sheboygan	-	-	-
Mike's No.10-Port Washington	-	-	-
Layton Avenue	600	600	600
Revenue Total	182,689	182,689	182,689
Operating Expenses			
General Repairs / Maint.	(7,745)	(7,745)	(7,745)
Snow Removal	(3,700)	(3,700)	(3,700)
Trash Removal	(2,213)	(2,213)	(2,213)
Landscaping	(2,254)	(2,254)	(2,254)
Management Fees	(11,660)	(11,660)	(11,660)
Utilities			
Water / Sewer	(5,370)	(5,370)	(5,370)
Electric / Gas	(4,955)	(7,605)	(7,605)
Insurance	(4,740)	(4,740)	(4,740)
Non-Operating Expenses			
Tax Escrows	(44,895)	(44,895)	(44,895)
Plan Payments			
Class 1 Administrative		(90,875)	
Class 2 Priority Claims		(1,823)	(43)
Class 3 Secured Lenders			
Hudson	(78,908)	(267,958)	(109,404)
Spring Bank		(4,814)	(4,814)
Class 5 Unsecured Claims		(25,000)	
Class 8 Unsecured Claims		(6,629)	(6,629)
Business Expenses Total	(166,439)	(487,280)	(211,071)
Personal Income			
Payroll	4,734	4,734	4,734
Cash Flow from LLCs	4,293	4,293	4,293
Personal Revenue Total	9,027	9,027	9,027
Personal Expenses			
Utilities	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)
Pool maintenance	(335)	(335)	(335)
Lawn maintenance/Snow Plowing	(1,650)	(1,650)	(1,650)
Pest control	(70)	(70)	(70)
Pier installation & removal	(170)	(170)	(170)
Plumbing	(40)	(40)	(40)
HVAC	(40)	(40)	(40)
Lake dues	(70)	(70)	(70)
Misc. service work, repairs	(400)	(400)	(400)
Medical	-	-	-
Dental	(750)	(750)	(750)
Wisconsin Club	(220)	(220)	(220)
Milwaukee Journal subscription	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders			
Waterstone	(9,944)	(9,944)	(9,944)
Personal Expenses Total	(17,354)	(17,354)	(17,354)
Net Cash Flow	7,922	(312,918)	(36,709)
Cumulative Cash Balance	373,428	60,509	23,800

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	99,501	99,501	99,557	99,640	99,678	99,678
Forest Home Corporate Center	41,633	41,633	41,633	41,633	41,633	41,633
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	581	581	581	581	581	581
Revenue Total	206,030	206,030	206,086	206,169	206,207	206,207
Operating Expenses						
General Repairs / Maint.	(6,750)	(6,750)	(6,750)	(6,750)	(6,750)	(6,750)
Snow Removal	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)
Trash Removal	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)
Landscaping	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)
Management Fees	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)
Utilities						
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)
Electric / Gas	(6,472)	(6,472)	(6,472)	(6,472)	(6,472)	(6,472)
Insurance	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)
Non-Operating Expenses						
Tax Escrows	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(109,404)	(109,404)	(109,404)	(109,404)	(109,404)	(109,404)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(203,642)	(203,642)	(203,642)	(203,642)	(203,642)	(203,642)
Personal Income						
Payroll	5,500	5,500	5,500	5,500	5,500	5,500
Cash Flow from LLCs	7,462	7,462	7,462	7,462	7,462	7,462
Personal Revenue Total	12,962	12,962	12,962	12,962	12,962	12,962
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(224)	(224)	(224)	(224)	(224)	(224)
Lawn maintenance/Snow Plowing	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)
Pest control	(47)	(47)	(47)	(47)	(47)	(47)
Pier installation & removal	(114)	(114)	(114)	(114)	(114)	(114)
Plumbing	(27)	(27)	(27)	(27)	(27)	(27)
HVAC	(27)	(27)	(27)	(27)	(27)	(27)
Lake dues	(47)	(47)	(47)	(47)	(47)	(47)
Misc. service work, repairs	(400)	(400)	(400)	(400)	(400)	(400)
Medical	-	-	-	-	-	-
Dental	(503)	(503)	(503)	(503)	(503)	(503)
Wisconsin Club	(147)	(147)	(147)	(147)	(147)	(147)
Milwaukee Journal subscription	(20)	(20)	(20)	(20)	(20)	(20)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)
Personal Expenses Total	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)
Net Cash Flow	(891)	(891)	(834)	(752)	(713)	(713)
Cumulative Cash Balance	22,909	22,019	21,185	20,433	19,720	19,007

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	2015 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	99,678	99,678	99,678	99,678	99,846	99,846	1,195,961
Forest Home Corporate Center	57,877	57,877	57,877	57,877	57,877	57,877	597,056
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	581	581	581	581	581	581	6,977
Revenue Total	222,451	222,451	222,451	222,451	222,619	222,619	2,571,773
Operating Expenses							
General Repairs / Maint.	(6,750)	(6,750)	(6,750)	(6,750)	(6,750)	(6,750)	(81,003)
Snow Removal	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)	(44,412)
Trash Removal	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)	(26,557)
Landscaping	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)	(27,060)
Management Fees	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)	(131,124)
Utilities							
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(64,446)
Electric / Gas	(6,472)	(6,472)	(6,472)	(6,472)	(6,472)	(6,472)	(77,667)
Insurance	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)	(56,940)
Non-Operating Expenses							
Tax Escrows	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)	(483,816)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,291,522)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(200,088)	(200,088)	(200,088)	(200,088)	(200,088)	(200,088)	(2,422,382)
Personal Income							
Payroll	5,500	5,500	5,500	5,500	5,500	5,500	66,000
Cash Flow from LLCs	7,462	7,462	7,462	7,462	7,462	7,462	89,543
Personal Revenue Total	12,962	12,962	12,962	12,962	12,962	12,962	155,543
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(224)	(224)	(224)	(224)	(224)	(224)	(2,693)
Lawn maintenance/Snow Plowing	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)	(13,266)
Pest control	(47)	(47)	(47)	(47)	(47)	(47)	(563)
Pier installation & removal	(114)	(114)	(114)	(114)	(114)	(114)	(1,367)
Plumbing	(27)	(27)	(27)	(27)	(27)	(27)	(322)
HVAC	(27)	(27)	(27)	(27)	(27)	(27)	(322)
Lake dues	(47)	(47)	(47)	(47)	(47)	(47)	(563)
Misc. service work, repairs	(400)	(400)	(400)	(400)	(400)	(400)	(4,800)
Medical	-	-	-	-	-	-	-
Dental	(503)	(503)	(503)	(503)	(503)	(503)	(6,030)
Wisconsin Club	(147)	(147)	(147)	(147)	(147)	(147)	(1,769)
Milwaukee Journal subscription	(20)	(20)	(20)	(20)	(20)	(20)	(241)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)	(119,331)
Personal Expenses Total	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)	(194,886)
Net Cash Flow	19,084	19,084	19,084	19,084	19,252	19,252	110,049
Cumulative Cash Balance	38,091	57,175	76,260	95,344	114,596	133,849	

	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	99,846	99,846	100,113	100,358	100,358	101,220
Forest Home Corporate Center	64,543	64,543	64,543	64,543	64,543	64,543
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	593	593	593	593	593	593
Revenue Total	229,297	229,297	229,564	229,809	229,809	230,671
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)
Landscaping	(2,256)	(2,256)	(2,256)	(2,256)	(2,256)	(2,256)
Management Fees	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)
Utilities						
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)
Electric / Gas	(3,306)	(3,306)	(3,306)	(3,306)	(3,306)	(3,306)
Insurance	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)
Non-Operating Expenses						
Tax Escrows	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)
Personal Income						
Payroll	5,500	5,500	5,500	5,500	5,500	5,500
Cash Flow from LLCs	5,280	5,280	5,280	5,280	5,280	5,280
Personal Revenue Total	10,780	10,780	10,780	10,780	10,780	10,780
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(111)	(111)	(111)	(111)	(111)	(111)
Lawn maintenance/Snow Plowing	(545)	(545)	(545)	(545)	(545)	(545)
Pest control	(23)	(23)	(23)	(23)	(23)	(23)
Pier installation & removal	(56)	(56)	(56)	(56)	(56)	(56)
Plumbing	(13)	(13)	(13)	(13)	(13)	(13)
HVAC	(13)	(13)	(13)	(13)	(13)	(13)
Lake dues	(23)	(23)	(23)	(23)	(23)	(23)
Misc. service work, repairs	(132)	(132)	(132)	(132)	(132)	(132)
Medical	-	-	-	-	-	-
Dental	(248)	(248)	(248)	(248)	(248)	(248)
Wisconsin Club	(73)	(73)	(73)	(73)	(73)	(73)
Milwaukee Journal subscription	(10)	(10)	(10)	(10)	(10)	(10)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)
Personal Expenses Total	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)
Net Cash Flow	44,155	44,155	44,422	44,667	44,667	45,529
Cumulative Cash Balance	178,004	222,159	266,580	311,247	355,913	401,442

	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	2016 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	101,220	101,436	101,436	101,436	101,436	101,436	1,210,141
Forest Home Corporate Center	64,543	64,543	64,543	64,543	64,543	64,543	774,512
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	593	593	593	593	593	593	7,116
Revenue Total	230,671	230,887	230,887	230,887	230,887	230,887	2,763,549
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,006)
Snow Removal	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)	(44,424)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(26,564)
Landscaping	(2,256)	(2,256)	(2,256)	(2,256)	(2,256)	(2,256)	(27,070)
Management Fees	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)	(141,499)
Utilities							
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(64,453)
Electric / Gas	(3,306)	(3,306)	(3,306)	(3,306)	(3,306)	(3,306)	(39,675)
Insurance	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)	(57,005)
Non-Operating Expenses							
Tax Escrows	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)	(318,019)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)	(2,207,750)
Personal Income							
Payroll	5,500	5,500	5,500	5,500	5,500	5,500	66,000
Cash Flow from LLCs	5,280	5,280	5,280	5,280	5,280	5,280	63,358
Personal Revenue Total	10,780	10,780	10,780	10,780	10,780	10,780	129,358
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(111)	(111)	(111)	(111)	(111)	(111)	(1,327)
Lawn maintenance/Snow Plowing	(545)	(545)	(545)	(545)	(545)	(545)	(6,534)
Pest control	(23)	(23)	(23)	(23)	(23)	(23)	(277)
Pier installation & removal	(56)	(56)	(56)	(56)	(56)	(56)	(673)
Plumbing	(13)	(13)	(13)	(13)	(13)	(13)	(158)
HVAC	(13)	(13)	(13)	(13)	(13)	(13)	(158)
Lake dues	(23)	(23)	(23)	(23)	(23)	(23)	(277)
Misc. service work, repairs	(132)	(132)	(132)	(132)	(132)	(132)	(1,584)
Medical	-	-	-	-	-	-	-
Dental	(248)	(248)	(248)	(248)	(248)	(248)	(2,970)
Wisconsin Club	(73)	(73)	(73)	(73)	(73)	(73)	(871)
Milwaukee Journal subscription	(10)	(10)	(10)	(10)	(10)	(10)	(119)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)	(84,742)
Personal Expenses Total	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)	(143,311)
Net Cash Flow	45,529	45,745	45,745	45,745	45,745	45,745	541,846
Cumulative Cash Balance	446,971	492,716	538,461	584,205	629,950	675,694	

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	101,436	101,436	101,436	101,436	101,436	101,436
Forest Home Corporate Center	67,877	67,877	67,877	67,877	67,877	67,877
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	605	605	605	605	605	605
Revenue Total	234,232	234,232	234,232	234,232	234,232	234,232
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)
Landscaping	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)
Management Fees	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)
Utilities						
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)
Insurance	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)
Non-Operating Expenses						
Tax Escrows	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)
Personal Income						
Payroll	6,500	6,500	6,500	6,500	6,500	6,500
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084
Personal Revenue Total	16,584	16,584	16,584	16,584	16,584	16,584
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)
Personal Expenses Total	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)
Net Cash Flow	51,613	51,613	51,613	51,613	51,613	51,613
Cumulative Cash Balance	727,307	778,920	830,533	882,146	933,759	985,372

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	2017 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	101,436	101,436	101,436	101,436	101,436	101,958	1,217,753
Forest Home Corporate Center	67,877	67,877	67,877	64,483	67,877	67,877	811,126
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	605	605	605	605	605	605	7,259
Revenue Total	234,232	234,232	234,232	230,839	234,232	234,755	2,807,918
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,009)
Snow Removal	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)	(44,437)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(26,571)
Landscaping	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)	(27,081)
Management Fees	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)	(143,330)
Utilities							
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(64,460)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(39,682)
Insurance	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)	(57,072)
Non-Operating Expenses							
Tax Escrows	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)	(376,978)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)	(2,268,654)
Personal Income							
Payroll	6,500	6,500	6,500	6,500	6,500	6,500	78,000
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084	121,008
Personal Revenue Total	16,584	16,584	16,584	16,584	16,584	16,584	199,008
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,990)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)	(64,419)
Personal Expenses Total	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)	(121,788)
Net Cash Flow	51,613	51,613	51,613	48,219	51,613	52,135	616,483
Cumulative Cash Balance	1,036,984	1,088,597	1,140,210	1,188,429	1,240,042	1,292,177	

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	101,958	101,958	101,958	101,958	103,040	103,040
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483
Pamida	13,300	13,300	13,300	13,300	13,300	13,300
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	617	617	617	617	617	617
Revenue Total	230,673	230,673	230,673	230,673	231,755	231,755
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)
Trash Removal	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)
Landscaping	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)
Utilities						
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)
Insurance	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)
Non-Operating Expenses						
Tax Escrows	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)
Personal Income						
Payroll	7,000	7,000	7,000	7,000	7,000	7,000
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084
Personal Revenue Total	17,084	17,084	17,084	17,084	17,084	17,084
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone						
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)
Net Cash Flow	54,027	54,027	54,027	54,027	55,109	55,109
Cumulative Cash Balance	1,346,204	1,400,231	1,454,257	1,508,284	1,563,393	1,618,501

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	2018 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	103,040	103,040	103,040	103,040	103,040	103,040	1,232,155
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483	773,794
Pamida	13,300	13,300	13,300	13,300	13,300	13,300	159,600
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	617	617	617	617	617	617	7,404
Revenue Total	231,755	231,755	231,755	231,755	231,755	231,755	2,776,732
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,012)
Snow Removal	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)	(44,449)
Trash Removal	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)	(26,579)
Landscaping	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)	(27,091)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(141,463)
Utilities							
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(64,466)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(39,690)
Insurance	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)	(57,140)
Non-Operating Expenses							
Tax Escrows	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)	(377,466)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)	(2,267,392)
Personal Income							
Payroll	7,000	7,000	7,000	7,000	7,000	7,000	84,000
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084	121,008
Personal Revenue Total	17,084	17,084	17,084	17,084	17,084	17,084	205,008
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,992)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone							-
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(57,372)
Net Cash Flow	55,109	55,109	55,109	55,109	55,109	55,109	656,976
Cumulative Cash Balance	1,673,610	1,728,719	1,783,827	1,838,936	1,894,045	1,949,153	

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	103,217	103,217	103,217	103,217	103,217	103,217
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	629	629	629	629	629	629
Revenue Total	232,644	232,644	232,644	232,644	232,644	232,644
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)
Utilities						
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)
Electric / Gas	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)
Insurance	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)
Non-Operating Expenses						
Tax Escrows	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(189,001)	(189,001)	(189,001)	(189,001)	(189,001)	(189,001)
Personal Income						
Payroll	7,500	7,500	7,500	7,500	7,500	7,500
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167
Personal Revenue Total	19,667	19,667	19,667	19,667	19,667	19,667
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone						
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)
Net Cash Flow	58,529	58,529	58,529	58,529	58,529	58,529
Cumulative Cash Balance	2,007,683	2,066,212	2,124,741	2,183,271	2,241,800	2,300,329

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	2019 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	103,217	103,448	103,448	103,448	103,553	103,553	1,239,965
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483	773,794
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	629	629	629	629	629	629	7,552
Revenue Total	232,644	232,875	232,875	232,875	232,980	232,980	2,793,091
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,016)
Snow Removal	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)	(44,462)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(26,586)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(27,102)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(141,463)
Utilities							
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(64,473)
Electric / Gas	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)	(39,697)
Insurance	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)	(57,209)
Non-Operating Expenses							
Tax Escrows	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)	(377,964)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims							(259)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims							(39,772)
Business Expenses Total	(182,329)	(182,329)	(182,329)	(182,329)	(182,329)	(182,329)	(2,227,977)
Personal Income							-
Payroll	7,500	7,500	7,500	7,500	7,500	7,500	90,000
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167	146,008
Personal Revenue Total	19,667	19,667	19,667	19,667	19,667	19,667	236,008
Personal Expenses							-
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,992)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							-
Waterstone							-
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(57,372)
Net Cash Flow	65,201	65,432	65,432	65,432	65,537	65,537	743,749
Cumulative Cash Balance	2,365,531	2,430,963	2,496,396	2,561,828	2,627,365	2,692,902	

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	103,553	103,553	103,553	103,553	103,553	103,553
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	642	642	642	642	642	642
Revenue Total	232,992	232,992	232,992	232,992	232,992	232,992
Operating Expenses						
General Repairs / Maint.	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)
Snow Removal	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)
Utilities	-	-	-	-	-	-
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)
Electric / Gas	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)
Insurance	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)
Non-Operating Expenses	-	-	-	-	-	-
Tax Escrows	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)
Plan Payments	-	-	-	-	-	-
Class 1 Administrative						
Class 2 Priority Claims						
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims						
Business Expenses Total	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)
Personal Income						
Payroll	8,000	8,000	8,000	8,000	8,000	8,000
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167
Personal Revenue Total	20,167	20,167	20,167	20,167	20,167	20,167
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone						
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)
Net Cash Flow	65,997	65,997	65,997	65,997	65,997	65,997
Cumulative Cash Balance	2,758,900	2,824,897	2,890,894	2,956,891	3,022,889	3,088,886

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	2020 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	103,553	103,553	103,553	103,553	103,659	103,659	1,242,842
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483	773,794
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	642	642	642	642	642	642	7,703
Revenue Total	232,992	232,992	232,992	232,992	233,098	233,098	2,796,119
Operating Expenses							
General Repairs / Maint.	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)	(81,019)
Snow Removal	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)	(44,476)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(26,594)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(27,113)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(141,464)
Utilities	-	-	-	-	-	-	
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(64,480)
Electric / Gas	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)	(39,705)
Insurance	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)	(57,280)
Non-Operating Expenses	-	-	-	-	-	-	
Tax Escrows	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)	(378,472)
Plan Payments	-	-	-	-	-	-	
Class 1 Administrative							
Class 2 Priority Claims							-
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims							
Business Expenses Total	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)	(2,188,576)
Personal Income							
Payroll	8,000	8,000	8,000	8,000	8,000	8,000	96,000
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167	146,008
Personal Revenue Total	20,167	20,167	20,167	20,167	20,167	20,167	242,008
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,992)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone							-
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(57,372)
Net Cash Flow	65,997	65,997	65,997	65,997	66,103	66,103	792,179
Cumulative Cash Balance	3,154,883	3,220,880	3,286,877	3,352,875	3,418,978	3,485,081	

III

Res. No. ____ - 14 - 15. By Alderperson Hammond. September 2, 2014.

A RESOLUTION accepting a conditional gift from the Estate of Carol Butzen.

WHEREAS, the Last Will and Testament of Carol Butzen was admitted to probate on April 16, 2014; and

WHEREAS, the Last Will and Testament provided for her estate to be provided to the City of Sheboygan with the condition that the real estate located in Section Four (4), Township Fourteen (14) North, Range Twenty-three (23) East, be used for park purposes and further conditioned upon the City of Sheboygan creating a display as part of the transformation of the property into a public park that would provide a complete line of horse-drawn equipment presently located upon the premises; and

WHEREAS, on August 21, 2014, the Sheboygan County Circuit Court agreed to a modification to the terms of the conditional gift to remove the requirement of establishing and maintaining an on-site display of horse-drawn equipment in lieu of the following articles of equipment being donated as follows:

Sheboygan Historical Society:
Plymouth Feed Cutter

Wisconsin Steam Antique Engine Club:
Case Threshing Machine
Fox Feed Cutter
Oliver Wooden Beam Plow
Grey Wooden Wheel Wagon
John Deere Corn Cultivator
John Deere Thistle Cutter
Corn Binder Rack (part of a corn binder); and

WHEREAS, the remaining personal items will be sold as part of a public auction to be held on September 13, 2014, with the proceeds from the auction to be provided by the Estate to the City to be used for park planning and future improvements.

reg

III

NOW, THEREFORE, BE IT RESOLVED: That the Common Council on behalf of the City of Sheboygan hereby gratefully accepts the conditional gift from the Estate of Carol Butzen, as modified by the Court, and authorizes the Mayor and City Clerk to act on behalf of the City in signing all appropriate documents relating to conveyance of the Estate to the City of Sheboygan.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. ____ - 14 - 15. By Alderperson Heidemann. September 2, 2014.

A RESOLUTION authorizing to enter into contract for the construction/installation of a sanitary sewer and water main in Weeden Creek Rd.

WHEREAS, the overall bid price is $499,346.25 from this bid price the City of Sheboygan has a direct cost of $246,959.25. The Sheboygan Water Utility has the remaining cost of $202,387.00.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into contract with Vinton Construction for the sanitary sewer utility installation for the proposed sum of $246,959.25.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the Account No. 60134110-980099 for $170,145.90; Account No. 60134110-631400 for $57,569.29; Account No. 60134110-530290 for $19,244.06 in payment of same.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Bid # 2383-14 Weeden Creek San. Sewer and Water Main 8-26-2014 Tabulations

FALL COMPLETION

	Bidder Name & City			Advance Const. Green Bay		Dorner Const. Manitowoc		Vinton Const. Manitowoc	
Bid Security Included				NO		Yes		Yes	
Acknowledgement of addenda included				No		Yes		Yes	
Item #	Desc	QTY	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-1	Tap San. Manhole/Recon bench	1	each			$ 6,000	$ 6,000	$ 13,650.00	$ 13,650.00
A-2	10 inch SDR 26 San. Sewer With backfill	1,288	L.F			$ 200.00	$ 257,600.	$ 153.00	$ 197,064.00
A-3	4 Ft Diam. San Manhole	77.81	Vert. Ft.			$225.00	$17,507.25	$ 225.00	$17,507.25
A-4	6 inch San. Wye & Riser	9	Vert. Ft.			$ 69.00	$ 621.00	$ 107.00	$ 963.00
A-5	6 Inch San. Lateral	55	L.F			$ 31.00	$ 1,705.00	$133.00	$ 7,315.00
A-6	4 inch San. Wye & Riser	12	Vert. Ft.			$ 55.00	$660.00	$100.00	$ 1,200.00
A-7	4 inch San. Lateral	60	Lin. Ft.			$ 42.00	$ 2,520.00	$ 131.00	$ 7,860.00
A-8	Restoration	1	L.S			$1,000.00	$ 1,000.00	$ 1,400.00	$ 1,400.00
	Sub-Total Section A A-1 through A-8 FALL			**No Bid**		**$ 287,613.25**		**$ 246,959.25**	
Item #	Desc	QTY	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B-1	Remove and Salvage Air relief Assembly	1	Each			$ 860.00	$ 860.00	$ 1,000.00	$ 1,000.00
B-2	16 Inch Water Main	1,497	L.F			$ 85.00	$ 127,245.00	$ 102.00	$ 152,694.00
B-3	16 Inch Valve	2	Each			$3,004.00	$6,008.00	$ 3,054.00	$6,108.00
B-4	Air relief assembly	1	Each			$ 700.00	$700.00	$ 1,052.00	$ 1,052.00
B-5	12 inch water main	40	L.F			$ 68.00	$2,720.00	$ 102.00	$ 4,080.00
B-6	12 inch Valve	1	Each			$ 2,850.00	$ 2,850.00	$ 2,762.00	$ 2,762.00
B-7	8 inch Water main	101	L.F			$52.00	$ 5,252.00	$ 102.00	$ 10,302.00
B-8	8 Inch Valve	1	Each			$1,650.00	$1,650.00	$ 1,637.00	$ 1,637.00
B-9	6 Inch Water Main	50	L.F			$ 45.00	$ 2,250.00	$ 68.00	$ 3,400.00
B-10	6 inch Valve	4	Each			$ 1,175.00	$ 4,700.00	$ 1,170.00	$ 4,680.00
B-11	Hydrant	4	Each			$ 3,330.00	$ 13,320.00	$ 3,318.00	$ 13,272.00
B-12	Restoration	1	L.S			$ 2,500.00	$ 2,500.00	$ 1,400.00	1,400.00
	Sub-Total Section B B-1 through B-12 FALL			**No Bid**		**$ 170,055.00**		**$ 202,387.00**	
	Grand Total A & B Inclusive FALL Work			No Bid		$ 457,668.25		$ 449,346.25	

III

Res. No. ____ - 14 - 15. By Alderperson Heidemann. September 2, 2014.

A RESOLUTION authorizing to enter into contract for the crack sealing of various asphalt streets throughout the City of Sheboygan.

WHEREAS, The Department of Public Works has solicited and received bids for crack sealing of various asphalt streets under request for bids #2381-14.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into contract with Fahrner Asphalt Sealers, Inc. of Kaukauna, WI in the amount of $49,629.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the Account No. 10133140-530290.

Heidemann/ suspend Heidemann/ pass.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Bid # 2381-14 2014 Crack Sealing on Various Streets City of Sheboygan 8-26-14

Tabulations

Bidder Name & City				Fahrner Asphalt Sealers Inc. Kaukauna WI					
Bid Security Received				Yes					
Acknowledge Addenda				Yes					
Bid Item #	Description	Qty	UOM	Unit Price	Total price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	$3,000.00	$ 3,000.00				
2	South 7th St. Indiana to High Avenue	1	LS	$9,402.00	$9,402.00				
3	Illinois Avenue s. 14th to S. 17th St.	1	LS	$ 4,842.00	$4,842.00				
4	North 4th Street Niagara Ave to Superior Ave.	1	LS	$ 9,077.00	$ 9,077.00				
5	Huron Avenue N. 2nd St. to N. 10th St	1	LS	$ 7,034.00	$ 7,034.00				
6	N. 6th Street Superior Ave. to Geele Ave.	1	LS	$ 7,348.00	$ 7,348.00				
	Total Section 1			$ 40,703.00					

Alternate # 1

Alt. # 1	North Avenue N. 15th Street to North 10th Street	1	LS	8,926.00	$8,926.00				
	Grand Total Section 1 Plus Alternate # 1			$ 49,629.00					

III

Res. No. 14-15. By Alderpersons Hammond, Belanger, Carlson, Donohue. September 2, 2015

A RESOLUTION ordering the 2015 Budget appropriations and the 2014 Tax Levy for use during the calendar year 2015.

RESOLVED: That there shall be levied on all taxable property, both real and personal, within the corporation limits of the City of Sheboygan, Wisconsin as listed in the 2014 assessment roll, the amount of $15,972,916 for the General Fund, the amount of $2,305,741 for the Library Fund, the amount of $2,886,889 for the Debt Service Funds, and the amount of $511,547 for the Transit Utility Fund. The total tax levy shall be $21,677,093.

REVENUE	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Transit Utility Fund	Total
City Tax Levy	$ 15,972,916	$ 2,305,741	$ 2,886,889	$ -	$ 511,547	$ 21,677,093
Taxes (Other than Property)	1,243,956	1,199,684	3,209,802	-	-	5,653,442
Licenses & Permits	706,344	550,000	-	-	-	1,256,344
Intergovernmental Revenue	14,174,399	707,349	43,696	-	-	14,925,444
Charges for Services	1,202,130	2,117,150	-	-	-	3,319,280
Special Assessments	-	276,326	-	-	-	276,326
Fines & Forfeits	337,100	1,109,000	-	-	-	1,446,100
Interest on Investments	190,000	3,000	31,221	-	-	224,221
Miscellaneous Revenue	124,018	53,389	490,406	-	-	667,813
Other Financing Sources	1,730,977	-	1,402,259	3,000,000	-	6,133,236
Sub-Total	35,681,840	8,321,639	8,064,273	3,000,000	511,547	55,579,299
Fund Equity Applied	-	353,649	288,996	4,500	-	647,145
TOTAL REVENUE	$ 35,681,840	$ 8,675,288	$ 8,353,269	$ 3,004,500	$ 511,547	$ 56,226,444
EXPENDITURES						
General Government	$ 4,608,088	$ 662,134	$ 1,500	$ -	$ -	$ 5,271,722
Public Protection/Safety	20,841,236	719,713	-	-	-	21,560,949
Public Works	7,153,407	1,024,995	-	-	-	8,178,402
Health and Human Services	249,012		-	-	-	249,012
Culture/Recreation	2,544,523	3,705,536	-	-	-	6,250,059

Conservation/Development	266,574	11,300	798,818	-	-	1,076,692
Capital Outlay	-		-	3,000,000	-	3,000,000
Debt Expense	15,000		6,589,460	-	-	6,604,460
Interfund Transfers	4,000	2,451,775	914,071	4,500	-	3,374,346
Transit Utility	-		-	-	511,547	511,547
Fund Balances Applied	-	99,835	49,420	-	-	149,255
TOTAL EXPENDITURES	$ 35,681,840	$ 8,675,288	$ 8,353,269	$ 3,004,500	$ 511,547	$ 56,226,444

BE IT FURTHER RESOLVED: That the tax so levied shall be outlined in the following appropriations:

Org Code	Department Name	Appropriation
10110100	Council	$ 127,818
10110200	Mayor	503,471
10110300	City Clerk	345,394
10110400	Elections	57,698
10110500	Finance	906,485
10110600	Assessor	430,486
10110800	Human Resources	252,782
10110900	City Attorney	447,869
10111010	City Insurance	398,601
10111210	City Buildings	796,031
10111310	Board of Review	1,450
10119990	Employee Benefits	340,003
	Total General Government	4,608,088
10121100	Police	12,337,886
10122100	Fire	7,801,175
10123100	Building Inspection	682,520
10124100	Emergency Operations	1,200
10125100	Civil Defense	18,455
	Total Public Protection/Safety	20,841,236

10131100	Public Works Administration	253,144
10132100	Engineering	521,209
10133000	Streets Department	3,947,654
10134000	Sanitation	2,412,400
10135100	Incinerator	19,000
	Total Public Works	7,153,407
10143100	Cemetery	249,012
	Total Human Services	249,012
10153100	Park Department	2,363,999
10156100	Senior Citizens Center	180,524
	Total Culture/Recreation	2,544,523
10161100	City Development	266,574
	Total Conservation/Development	266,574
10181600	Intergovernmental Transfer	4,000
	Total Intergovernmental Transfers	4,000
10199200	Uncollectible Receivables Accounts	15,000
	Total Miscellaneous	15,000
	General Fund Total	$ 35,681,840
	Special Revenue Funds	
	Police MEG Unit Fund	$ 56,887
	Mead Library Fund	3,065,754
	Tourism Promotion Fund	1,188,384
	Cable TV Franchise Fund	558,100
	Municipal Court Fund	1,113,500
	Ambulance Fund	1,208,000
	Special Assessment Fund	448,368

Harbor Centre Marina Fund	1,024,995
Redevelopment Authority Fund	11,300
Debt Service Funds	
General Obligation Bonds Fund	4,480,653
TID VI Debt Service Fund	1,803,048
TID V Debt Service Fund	5,039
TID VII Debt Service Fund	149,664
TID X Debt Service Fund	252,762
TID XI Debt Service Fund	457,250
TID XII Debt Service Fund	160,603
TID XIII Debt Service Fund	251,299
TID XIV Debt Service Fund	424,684
TID XV Debt Service Fund	205,304
Environmental TID Debt Service Fund	162,963
Capital Project Funds	
Industrial Park Fund	4,500
Capital Improvements Fund	3,000,000
Transit Utility Fund	511,547
	$ 56,226,444

BE IT FURTHER RESOLVED: That the City Tax Levy of $21,677,093 plus the TID No. V, VI, VII, X, XI, XII, XIII, and Environmental TID increment of $ be based on the assessed valuation of $ established the tax rate for City purposes of $ for each thousand dollars of assessed valuation.

(Continued)

Res. No. ____ - 14 - 15. By Alderpersons Hammond, Belanger, Carlson and Donohue. September 2, 2014.

SIGNATURE PAGE

(A Resolution ordering the 2015 Budget appropriations and the 2014 Tax Levy for use during the calendar year 2015.)

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_____

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_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 14-15. By Alderpersons Hammond, Belanger, Carlson and Donohue. September 2, 2015

A RESOLUTION ordering the 2015 Budget appropriations for the City of Sheboygan funds.

RESOLVED: That the total appropriations be established as the 2015 Budget as follows:

	Enterprise Funds	Internal Service Funds	Trust & Agency Funds
REVENUE			
Public Charges for Services	$ 15,879,624	$ 10,962,109	$ 31,271
Interest on Investments	68,077	17,455	896
Interfund Transfers	8,500		
Intergovernmental Revenue	25,000	1,186,405	
Miscellaneous Revenue	276,702	38	67,504
Operating Subsidy	2,720,120		
Licenses & Permits	52,000		
Special Assessments	150,028		
Fund Equity Applied	2,825,945	108,655	
TOTAL REVENUE	$ 22,005,996	$ 12,274,662	$ 99,671
EXPENDITURES			
General Government		$ 10,182,732	
Public Works	$ 6,900,469	1,877,951	
Culture/Recreation	3,447		$ 85,875
Conservation/Development	4,000		
Parking/Transit Utility	4,045,921		
Water Utility	8,695,099		
Interfund Transfer	225,000	125,000	4,000
Debt Retirement	1,043,135		
Depreciation	1,088,925	64,673	
Equity Increase		24,306	9,796
TOTAL EXPENDITURES	$ 22,005,996	$ 12,274,662	$ 99,671

BE IT FURTHER RESOLVED: That the appropriations shall be outlined in the following individual funds:

ENTERPRISE FUNDS

601	Wastewater System Fund	$	9,111,268
611	Boat Facilities Fund	$	124,261
650	Parking Utility Fund	$	431,778
651	Transit Utility Fund	$	3,643,590
	Water Utility Fund	$	8,695,099

INTERNAL SERVICE FUNDS

701	Motor Vehicle Fund	$	2,002,951
704	Insurance-Health Fund	$	8,235,786
705	Insurance-Liability Fund	$	577,000
706	Insurance-Worker's Compensation Fund	$	609,405
707	Information Systems Fund	$	849,520

TRUST & AGENCY FUNDS

805	Cemetery Perpetual Care Fund	$	13,796
806	E H May Environmental Park Fund	$	23,375
850	Library - Everhard/Forrer Trust Fund	$	62,500

(Continued)

Res. No. ____ - 14 - 15. By Alderpersons Hammond, Belanger, Carlson and Donohue. September 2, 2014.

SIGNATURE PAGE

(A Resolution ordering the 2015 Budget appropriations for the City of Sheboygan Funds)

_____

_____

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 14 - 15. By Alderpersons Donohue, Dassler, Bohren, Hammond and VanderWeele. September 2, 2014.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan effective for calendar year 2015 coverage and establishing the monthly premium equivalent rates effective for January 2015 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan effective for calendar year 2015 are hereby adopted:

A) Continue with the $750/year deductible for a Single Plan and $1500/year deductible for a Family Plan, except that the current annual deductibles shall be changed to "first-dollar deductibles," such that the member or family will be required to satisfy their deductible before any copays apply.

B) The monthly employee premium contribution increases from 15% (12% with a completed Health Risk Assessment) to 18% (15% with a completed Health Risk Assessment) of the monthly premium equivalent rates.

C) The spousal surcharge to participate in the City's Medical Benefit Plan for spouses eligible for other insurance either through their employer/spouse is increased from $50 per month to $100 per month.

BE IT FURTHER RESOLVED: That the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to officers, employees and retirees not on Medicare shall be $728.89 for a Single Plan and $1712.35 for a Family Plan effective for January 2015 coverage and thereafter.

BE IT FURTHER RESOLVED: That the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees on Medicare shall be $613.29 for a Single Plan and $1226.58 for a Family Plan effective for January 2015 coverage and thereafter.

III

BE IT FURTHER RESOLVED: That the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees for a Family Plan with one on Medicare and one not on Medicare shall be $1,342.18 effective for January 2015 coverage and thereafter.

BE IT FURTHER RESOLVED: That said changes and rates shall not supercede the provisions contained within any applicable collective bargaining agreements.

_____

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_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 14 - 15. By Alderperson Hammond. September 2, 2014.

A RESOLUTION extending the special charge for residential garbage and refuse disposal services provided by the City through December 31, 2018.

WHEREAS, by way of Res. No. 128-11-12 adopted February 6, 2012, the Common Council ratified its action during the 2012 budget process establishing a special charge for residential garbage and refuse disposal services of $7.16 per month for 2012 and established the special charge at $5.00 per month per household for 2013 and 2014, with said special charge to expire effective January 1, 2015; and

WHEREAS, the Common Council finds it in the public interest to extend the special charge for residential garbage and refuse disposal services through December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby extends the special charge for residential garbage and refuse disposal services established by way of Res. No. 128-11-12 at $5.00 per month per household through December 31, 2018, with said special charge expiring effective January 1, 2019.

BE IT FURTHER RESOLVED: That the special garbage and refuse disposal charges extended in accordance with this resolution shall be a debt due to the City and if not paid within the time determined by the City, the charge shall be delinquent and become a lien upon the property. A late payment charge of three (3%) percent but not less than $0.50 will be added to bills not paid within 20 days of issuance. This one-time three (3%) percent late payment charge will be applied only to any unpaid balance for the current

billing period's charge. The household may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Thereafter, if payment is not received prior to November 15, the delinquent bill will be placed on the succeeding tax roll, for collection and settlement under Chapter 74, Wis. Stats. Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating charges imposed hereunder.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. ____ - 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. O. No. 109-14-15 by the Director of Planning and Development the 2015 City of Sheboygan Tourism budget request from the Sheboygan County Chamber of Commerce for Room Tax Profit and Loss, and related documents; recommends approval of the request.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.1

R. O. No. 109 - 14 - 15. By Director of Planning and Development
August 18, 2014.

Submitting a request from Chad Pelishek, Director of Planning and Development, of the 2015 City of Sheboygan Tourism budget request from the Sheboygan County Chamber of Commerce for Room Tax Profit and Loss, and related documents.

Finance
approve

Director of Planning & Development

II

2015 City of Sheboygan Room Tax Profit & Loss

Income		Budget	Actual	Var +/-	Notes
	City of Sheboygan Deferred Balance	85,000	0	-85,000	0
4400	City of Sheboygan Actual From Deferred	370,000	0	-370,000	Income only; does not include recognized funds for expenses
4424	Discover Wisconsin	0	0	0	0
4425	Miscellaneous Income	0	0	0	0
Total Income		455,000	0	-455,000	0
Gross Income		455,000	0	-455,000	0
Expenses					
6480	Salary & Benefits	161,885	0	161,885	Tourism billable hours only at 3% over 2014 est. of 169K.
6475	City Overhead/Staff	28,737	0	28,737	Support staff only. $2500 per month.
6469	Tourism Increases/Bonus	8,463	0	8,463	Tourism portion only.
6400	Travel & Meetings	3,255	0	3,255	Mileage/General Mtg. Expenses
6405	General Event Promo	4,650	0	4,650	Misc. event promo & novelty giveaways
6409	Tourism Board	930	0	930	0
6410	Joint Marketing Projects	930	0	930	Joint projects with affiliates (i.e. WiHTA & TASC)
6411	Membership Fees	4,185	0	4,185	New: JMKAC Circle WI & North American Travel Journalists Assn. (1800 writers from US/Canada)
6412	Licenses & Fees	372	0	372	ASCAP for 2014 due in Feb. 2015
6415	Billboard	65,100	0	65,100	Decreased 10K from 2014 budget.
6425	Familiarization Tours	2,790	0	2,790	0
6530	Web Design & Maintenance	930	0	930	0
6431	Video/Photos	930	0	930	0
6435	Events/Conferences/Trade Shows	11,160	0	11,160	5K to JMKAC for group tour shows. 6000 for WIGCOT/Fall Tourism. 1K Trade Show asst.
6440	Print/Online Ads	27,900	0	27,900	Increased 10K over 2014
6444	TV ads	22,320	0	22,320	20K DW 2014-15. 4K Bowling.
6445	Radio	18,600	0	18,600	Same as 2014
6464	Internet	1,116	0	1,116	0
6465	Shipping/Postage/Distribution	18,600	0	18,600	Includes direct mail print and mail exps. Plus fall distribution
6470	Miscellaneous	4,650	0	4,650	0
Total Expenses		387,503	0	387,503	0
Ending Balance		**67,497**	**0**	**-842,503**	Ending balance becomes deferred for 2015 and is less than 2014

2015 Twilight Concerts Budget

Income	Budget	Actual	Var +/-	Notes
4420 Twilight Series Sponsors				
Deferred from 4th budget	9,000	0	-9,000	
New Sponsor	1,000	0	-1,000	
New Sponsor	1,000	0	-1,000	
Total Income	11,000	0	-11,000	
Gross Income	11,000	0	-11,000	
Expenses				
6445 Sheboygan Pops (June 18)	800	0	-800	
Big Cedar Bluegrass Band (June 25)	650	0	-650	
Sheboygan Pops (July 2)	800	0	-800	
Dorf Kapelle (July 9)	1,000	0	-1,000	
Sheboygan Pops (July 16)	800	0	-800	
Lobster Boil Band (July 18)	1,850	0	-1,850	
Shebboygan Pops (July 30)	800	0	-800	
Clete Belin (July 23)	1,200	0	-1,200	
Sheboygan Pops (August 6)	800	0	-800	
Keewaskum Big Band (August 13)	400	0	-400	
Sheboygan Pops (August 20)	800	0	-800	
John Roehl (August 27)	500	0	-500	
Miscellaneous	500	0	-500	
Total Expenses	10,900	0	-10,900	
Ending Balance	**100**	**0**	-100	

2015 4th of July Budget

Income	Budget	Actual	Var +/-	Notes
4421 4th of July Sponsors				
Johnsonville	39,000	0	-39,000	Same through 2016
Festival Foods	0	0	0	Purchasing Fireworks Directly through 2016
Community Bank & Trust	10,000	0	-10,000	Same through 2016
General Sponsorship Mailing	3,500	0	-3,500	
Vendor Fees	1,000	0	-1,000	
Parade Entry Fees	800	0	-800	
Total Income	54,300	0	-54,300	
Gross Income	54,300	0	-54,300	
Expenses				
6465 Headliner with production	4,500	0	4,500	
Band 1	2,500	0	2,500	
Band 2	1,500	0	1,500	
Community Rec Play	2,500	0	2,500	
Gannett	2,500		2,500	web only and a thank you ad
Sun/Beacon	1,600	0	1,600	full page
Lamar	0	0	0	
Tents Inc	3,500	0	3,500	
Specht Electric	2,500	0	2,500	
Badger Bouncers	2,600	0	2,600	
Portables	4,500	0	4,500	
Kiel Municipal Band	700	0	700	
Tripoli Shrine	350	0	350	
Bagpiper	600	0	600	
Additional Act	500	0	500	not hired
Additional Act	500	0	500	not hired
Sheboygan Pops	1,000	0	1,000	
Elite Security	1,000	0	1,000	
Fireworks	0	0	0	Festival to buy direct
Printing Inserts	800	0	800	
General Office	1,000	0	1,000	giveaways, marshals breakfast, marshall shirts, sponsorship letter, banners, rope, drum heads North High
Miscellaneous	7,000	0	7,000	sponsor mailing quote $1100
Insurance	1,300	0	1,300	
Parade Trophies	250	0	250	
Signs/Banners	2,000	0	2,000	
Transient Vendor License	100	0	100	Transient licenses needed for out-of-town vendors only.
Defer to 2015 Twilight	9,000	0	9,000	
Total Expenses	54,300	0	45,300	
Ending Balance	0	0	-99,600	

100% Room Tax Collected by the City of Sheboygan						
Year	Q1 Room Tax	Q2 Room Tax	Q3 Room Tax	Q4 Room Tax	Total Room Tax	
2005	57,478	102,151	147,394	71,413	378,436	
2006	61,335	101,853	167,946	82,379	413,513	
2007	65,219	104,948	170,909	79,887	420,963	
2008	71,682	124,476	168,167	83,867	448,193	
2009	58,251	93,778	178,698	59,613	390,340	
2010	47,084	107,706	158,802	70,671	384,263	
2011	53,496	118,500	193,482	96,771	462,250	
2012	81,098	144,916	236,797	88,166	550,978	
2013	79,804	148,038	229,814	89,103	546,760	
2014	85,764	137,143	210,000	85,714	518,621	
2015	78,571	142,857	221,429	85,714	528,571	Projected
2015	0	0	0	0	0	Actual
2015	-85,764	-137,143	-210,000	-85,714	-518,621	Var +/- LY
2015	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	Var % LY
11-14	75,041	137,149	217,523	89,939	519,652	3 yr avg

Primer 1.428571

70% Room Tax Contributed to Tourism						
Year	Q1 Room Tax	Q2 Room Tax	Q3 Room Tax	Q4 Room Tax	Total Room Tax	
2005	40,235	71,506	103,176	49,989	264,905	
2006	42,934	71,297	117,562	57,665	289,459	9.27%
2007	45,653	73,464	119,636	55,921	294,674	1.80%
2008	50,177	87,134	117,717	58,707	313,735	6.47%
2009	40,776	65,645	125,089	41,729	273,238	-12.91%
2010	32,959	75,394	111,161	49,470	268,984	-1.56%
2011	37,448	82,950	135,438	67,740	323,575	20.30%
2012	56,769	101,441	165,758	61,716	385,684	19.19%
2013	55,863	103,627	160,870	62,372	382,732	-0.77%
2014	60,035	96,000	147,000	60,000	363,035	-5.15%
2015	55,000	100,000	155,000	60,000	370,000	Projected
2015	0	0	0	0	0	Actual
2015	-60,035	-96,000	-147,000	-60,000	-363,035	Var +/- LY
2015	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	Var % of LY
11-14	52,529	96,005	152,266	62,957	363,756	3 yr avg

		City Gov. Income
2005	378,436	113,531
2006	413,513	124,054
2007	420,963	126,289
2008	448,193	134,458
2009	390,340	117,102
2010	384,263	115,279
2011	462,250	138,675
2012	550,978	165,293
2013	546,760	164,028 (projected)
2014	518,621	155,586 (projected)
2015	528,571	158,571

Q1 11	Q2 11	Q3 11	Q4 11
13.62%	10.02%	21.84%	36.93%
Q1 12	Q2 12	Q3 12	Q4 12
51.60%	22.29%	22.39%	-8.89%
Q1 13	Q2 13	Q3 13	Q4 13
-1.60%	2.15%	-2.95%	1.06%
Q1 14	Q2 14	Q3 14	Q4 14
7.47%	-7.36%	-8.62%	-3.80%
Q1 15	Q2 15	Q3 15	Q4 15
-100.00%	-100.00%	-100.00%	-100.00%

*NOTE: Blue Harbor room tax collected is not included. Room tax collected by Blue Harbor is designated to make bond payments on the conference center. The bonds mature in 2017.

IV

R. C. No. ____ - 14 - 15. By SALARIES AND GRIEVANCES. September 2, 2014.

Your Committee to whom was referred Charter Ord. No. 2-14-15 by Alderperson Carlson (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) providing for the appointment of the City Attorney in lieu of the current method of election by the voters to such office under Wisconsin Statute 62.09(3)(b)(4); recommends that the Charter Ordinance be placed on file.

Reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

X

7.1

Charter Ord. No. 2-14-15. By Alderperson Carlson. August 18, 2014.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) providing for the appointment of the City Attorney in lieu of the current method of election by the voters to such office under Wisconsin Statute 62.09(3)(b)(4).

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. The City of Sheboygan hereby elects not to be governed by Wisconsin Statute 62.09(3)(b)(4) which provides for the election of a City Attorney and substitutes therefor appointment by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list of qualified candidates provided by the Civil Service Commission.

Section 2. Commencing as of May 1, 2015, or thereafter, a full-time City Attorney shall be appointed by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list, obtained as hereinafter provided. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure.

Section 3. The Civil Service Commission shall certify an eligible list pursuant to the rules of said Commission and submit a written report on the qualifications of the candidates to the Mayor and Chief Administrative Officer.

Section 4. Each candidate must be an attorney of good standing and admitted to the bar in the State of Wisconsin. Each candidate must have practiced law for a minimum of five (5) years with at least three (3) years in municipal law and must also be knowledgeable in state and federal laws affecting Wisconsin cities.

Section 5. Subsection 2-224(b) of the Sheboygan Municipal Code relating to terms of administrative officials is hereby amended to delete the reference to "and the attorney" so that, as amended, said subsection shall read as follows:

"Sec. 2-224. *Terms.*

. . .

(b) *Administrative officials.* The term of office of the clerk shall be four years."

Section 6. The City Attorney, within ten (10) days after receiving written notice from the City Clerk of the confirmation of his appointment, shall take and file the official oath with the City Clerk.

S&G file

Section 7. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 8. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. ____ - 14 - 15. By SALARIES AND GRIEVANCES. September 2, 2014.

Your Committee to whom was referred Res. No. 58-14-15 by Alderperson Donohue authorizing the Human Resources Director to contract with Diversified Benefits Services for the provision of insurance benefit consulting services; recommends that the Resolution be passed.

reg.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.2

Res. No. 58 14 - 15. By Alderperson Donohue. August 18, 2014.

A RESOLUTION authorizing the Human Resources Director to contract with Diversified Benefits Services for the provision of insurance benefit consulting services.

WHEREAS, the current brokerage firm, M3 Insurance, is providing consultation services for employee benefit solutions.

WHEREAS, the City of Sheboygan has evaluated other brokerage firms and found a more appropriate provider of brokerage services in the firm Diversified Insurance Solutions.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City Officials are hereby authorized to extend a consulting services contract for the balance of calendar year 2014 and the calendar year 2015 at the cost of $73,000 per year, prorated in 2014 based on the day of contract commitment in 2014.

BE IT FURTHER RESOLVED: That the consulting fees will be paid through commission charges paid to Diversified Insurance Solutions directly from one or more insurance vendors, not to exceed a total of $73,000 per calendar year.

56. approve

James a Bohren

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. September 2, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 76-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Taxicab Operator's License #0450 be denied based upon his failure to accurately reveal all relevant convictions on this application, his record of violations related to the licensed activity, his record as a repeat law violator, and failure to cooperate with the Committee.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. September 2, 2014.

Your Committee to whom was referred R. O. No. 90-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Taxicab Operator's License #0484 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

Other Matters

II

7.8

R. O. No. 90 - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting various license applications for the period ending June 30, 2015 and June 30, 2016.

Law & Lic 8/4/14 - grant all lics. except hold DeWitt, Lucas, Pinnow

Susan Richards
City Clerk

8/18/14 - deny Pinnow, hold Lucas & grant coverage on app, grant upon apps being corrected with witness to include all witnesses on file

9/2/14 - deny Lucas

CHANGE OF PREMISE

No.	Name	Address
2807	Knights of Columbus	833 Center Ave. - one-day event to be held 8/16/14 to include current premise and the Knights of Columbus parking lot.
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day event to be held 8/31/14 to include entire parking lot north & east of building.
1420	VFW Post #9156	552 S. Evans St. - one-day event to be held 9/20/14 to include current premise and the North, East and South side of the building.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0485	Brown, Jenna A.	1016 Bluff Ave.
0466	Chang, Phoua	3621 Sheridan Ave., #G4
7218	Derhammer, Praisleis	1734A N. 10th St.
0465	Dewitt, Curtis W.	1030 Clara Ave.
0478	Elzinga, Paul J.	222 S. Grant St., Howards Grove
4043	Greger, Amy L.	1427A N. 8th St.
0480	Heyman, Jaime J.	2722 Michigan Ave.
6806	Hoeft, Donald C.	510 Bluff Ave.
4542	Huenink, Jeffrey D.	138 Meadow Ridge Dr., Sheb. Falls
0486	Huibregtse, Katelin M.	N1909 Huibregtse Rd., Oostburg
3550	Jellish, James M.(Club)	N8160 Big Lake Ln., Sherwood
9818	Kittle, Michelle L.	2686 Georgia Ave.
6565	Kosik, Cynthia L.	2307 Hillshire Dr.
0476	Lawrenz, Randy G.	1008 Swift Ave.

II

8058	Lawton, Amanda L.	925	Michigan Ave.
1765	Loiselle, Timothy L.	2025	Folger Ct.
0484	Lucas, Alton S.	813	S. 17th St.
0481	Nenadal, Susan E.	3717	Larkspur Way
0370	Pinnow, Jeremy D.	508	N. 8th St.
0475	Reetz, Sandra R.	2208	S. 12th St.
0470	Roelse, Gabrielle R.	5321	Hidden Creek Dr.
2459	Rutherford, Pamela J.	W2111	Ourtown Rd., Sheb. Falls
7507	Spender, Jessica J.	713	Dillingham Ave.
0483	Strysick, Shannon N.	1508	Union Ave.
9014	Tagel, Jason A.	1435	Camelot Blvd.
0479	Tempas, Christine S.	131	Cherry St., Sheb. Falls
0477	Vue, Pa Kou	1415	N. 16th St.
0467	Wiltzius, Matthew P.	5923	Garden Grove Dr.

VI

R. C. No. ____ - 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. C. No. 137-14-15 by Public Protection and Safety and R. O. No. 86-14-15 and R. O. 87-14-15 by the Chief Administrative Officer submitting the summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds and submitting the summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds and the Trust Funds and to amend the budget to include salary for (1) code enforcement officer and (1) part-time clerk in Building Inspection; and salary for (1) police officer; recommends that the budgets be approved and amend to include only the (1) part-time clerk in Building Inspection.

Lies over

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

VI

6.4

R. C. No. 137 - 14 - 15. By PUBLIC PROTECTION AND SAFETY. August 14, 2014.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 86-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds; and

2. A copy of R. O. No. 87-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the Council approve the following budgets, as amended as follows:

- Building Inspection - Salary for one (1) code enforcement officer and one (1) part time clerk
- Police Department - Salary for 1 police officer

Finance

Thomas D. Coyne

Susan J. Gossard

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

II

3.1

R. O. No. 86 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2014 original budget.

Finance,
Law & Lic.
Pub. Prot & Safety.
Pub Wks.
Hal & Grie.

Henderson/Bohm to hold - failed on call of the roll:
Ayes: Bohm, Henderson, Hermann, Matichek, Von Achen - 5
Nays: 10

Amended - refer to Finance

Chief Administrative Officer

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,253,559	1,243,956	(9,603)	-0.77%
Licenses & Permits	676,895	706,344	29,449	4.35%
Intergovernmental Revenue	14,136,448	14,174,399	37,951	0.27%
Charges for Services	1,173,500	333,130	(840,370)	-71.61%
Fines & Forfeits	313,100	337,100	24,000	7.67%
Interest on Investments	255,150	192,350	(62,800)	-24.61%
Miscellaneous Revenue	129,500	121,668	(7,832)	-6.05%
Other Financing Sources	1,608,388	1,730,977	122,589	7.62%
Total Revenue	19,546,540	18,839,924	(706,616)	-3.62%
Revenue - Mead Library				
Intergovernmental Revenue	628,130	641,462	13,332	2.12%
Charges for Services	93,450	74,550	(18,900)	-20.22%
Miscellaneous Revenue	34,555	44,002	9,447	27.34%
Total Revenue	756,135	760,014	3,879	0.51%
Revenue - Debt Service Fund				
Interest on Investments	-	15,000	15,000	N/A
Pension Transfer	492,101	490,405	(1,696)	-0.34%
Transfer from Other Funds	1,039,203	1,088,359	49,156	4.73%
Total Revenue	1,531,304	1,593,764	62,460	4.08%
City Tax Levy				
General Fund	15,972,916	15,972,916	-	N/A
Mead Library Fund	2,305,741	2,305,741	-	N/A
Debt Service Fund	2,886,889	2,886,889	-	N/A
Transit Utility Fund	511,547	511,547	-	N/A
Total City Tax Levy	21,677,093	21,677,093	-	N/A

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	117,974	127,818	9,844	8.34%
Mayor	406,862	504,637	97,775	24.03%
City Clerk	376,104	346,438	(29,666)	-7.89%
Elections	121,247	57,698	(63,549)	-52.41%
Finance	895,145	912,121	16,976	1.90%
Assessor	437,368	434,956	(2,412)	-0.55%
Human Resources	251,777	254,254	2,477	0.98%
City Attorney	442,828	452,339	9,511	2.15%
City Insurance	276,940	398,601	121,661	43.93%
City Buildings	852,962	805,266	(47,696)	-5.59%
Board of Review	2,150	1,450	(700)	-32.56%
Employee Benefits	345,911	345,111	(800)	-0.23%
Total General Government	4,527,268	4,640,689	113,421	2.51%
Police	12,419,356	12,421,876	2,520	0.02%
Fire	7,715,356	7,818,428	103,072	1.34%
Building Inspection	619,609	671,240	51,631	8.33%
Emergency Operations	1,400	1,200	(200)	-14.29%
Civil Defense	12,460	17,705	5,245	42.09%
Total Public Protection	20,768,181	20,930,449	162,268	0.78%
Public Works	258,907	255,776	(3,131)	-1.21%
Engineering	515,681	525,266	9,585	1.86%
Streets	4,050,898	3,968,978	(81,920)	-2.02%
Sanitation	2,356,027	2,426,421	70,394	2.99%
Boat Facilities	30,000	-	(30,000)	-100.00%
Landfill	19,000	19,000	-	0.00%
Total Public Works	7,230,513	7,195,441	(35,072)	-0.49%
Cemetery	326,348	252,578	(73,770)	-22.60%
Total Human Services	326,348	252,578	(73,770)	-22.60%
Park Department	2,216,135	2,382,697	166,562	7.52%
Senior Center	181,880	181,341	(539)	-0.30%
Total Culture/Recreation	2,398,015	2,564,038	166,023	6.92%
City Development	247,070	269,962	22,892	9.27%
Interfund Transfers	7,060	4,000	(3,060)	-43.34%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,519,455	35,872,157	352,702	0.99%

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	57,246	56,887	(359)	-0.63%
Mead Library Fund	3,061,876	3,065,754	3,878	0.13%
Tourism Fund	1,035,370	1,188,384	153,014	14.78%
Cable TV Franchise Fund	476,466	558,100	81,634	17.13%
Municipal Court Fund	1,092,000	1,113,500	21,500	1.97%
Ambulance Fund	1,058,000	1,208,000	150,000	14.18%
Special Assessment Fund	439,203	448,368	9,165	2.09%
Harbor Centre Marina Fund	1,019,995	1,024,995	5,000	0.49%
Redevelopment Authority Fund	10,500	11,300	800	7.62%
Total Special Revenue Funds	8,250,656	8,675,288	424,632	5.15%
G O Debt Service Fund	4,418,193	4,480,653	62,460	1.41%
TID VI Debt Service Fund	1,863,051	1,803,048	(60,003)	-3.22%
TID V Debt Service Fund	4,401	5,039	638	14.50%
TID VII Debt Service Fund	147,870	149,664	1,794	1.21%
TID X Debt Service Fund	251,051	252,762	1,711	0.68%
TID XI Debt Service Fund	450,543	457,250	6,707	1.49%
TID XII Debt Service Fund	169,248	160,603	(8,645)	-5.11%
TID XIII Debt Service Fund	246,624	251,299	4,675	1.90%
TID IXV Debt Service Fund	374,707	424,684	49,977	13.34%
TID XV Debt Service Fund	86,888	205,304	118,416	136.29%
TID E1 Debt Service Fund	161,495	162,963	1,468	0.91%
Total Debt Service Funds	8,174,071	8,353,269	179,198	2.19%
Industrial Park Fund	11,599	4,500	(7,099)	-61.20%
Capital Improvements Fund	2,000,000	3,000,000	1,000,000	50.00%
Transit Fund	511,547	511,547	-	0.00%
Total Budget	54,467,328	56,416,761	1,949,433	3.58%

II

3.2

R. O. No. 87 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2014 original budget.

Finance,
~~Law & Leg~~,
Pub Prot & Safety,
Pub Wks,
Hal & Grieb

Heidemann/Bolden
to hold, failed on call
of the roll:
ayes: Bolden, Heidemann, Hermann,
Matichek, Von Ahlefeldt - 5
nays: 10

Chief Administrative Officer

Amended
refer to Finance

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Enterprise Funds				
Wastewater Fund	9,053,070	9,219,519	166,449	1.84%
Boat Facilities Fund	124,263	124,261	(2)	0.00%
Parking Utility Fund	501,856	431,778	(70,078)	-13.96%
Transit Utility Fund	3,616,780	3,643,590	26,810	0.74%
Total Enterprise Funds	13,295,969	13,419,148	123,179	0.93%
Internal Service Funds				
Motor Vehicle Fund	1,915,548	2,002,951	87,403	4.56%
Health Insurance Fund	8,145,822	8,235,786	89,964	1.10%
Liability Insurance Fund	577,200	577,000	(200)	-0.03%
Worker's Compensation Fund	467,004	609,405	142,401	30.49%
Information Systems Fund	895,648	849,520	(46,128)	-5.15%
Total Internal Service Funds	12,001,222	12,274,662	273,440	2.28%
Trust Funds				
Cemetery Perpetual Care Fund	10,500	13,796	3,296	31.39%
E H May Environmental Park Fund	34,000	23,375	(10,625)	-31.25%
Everhard/Forrer Trust Fund	14,000	62,500	48,500	346.43%
Total Trust Funds	58,500	99,671	41,171	70.38%

VI

R. C. No. ____ - 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. C. No. 138-14-15 by Public Works and R. O. No. 86-14-15 and R. O. 87-14-15 by the Chief Administrative Officer submitting the summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds and submitting the summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds and the Trust Funds; recommends that the budgets be approved.

Lies over

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

VI

6.5

R. C. No. 138 - 14 - 15. By PUBLIC WORKS. August 18, 2014.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 86-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds; and

2. A copy of R. O. No. 87-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the documents be accepted and adopted.

Finance

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

3.1

R. O. No. 86 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2014 original budget.

Finance,
Law & Ric,
Pub. Prot & Safety,
Pub. Wks.
Hal & Grie

Chief Administrative Officer

Heckemann / Bohm
to hold - failed on call of the roll:
Ayes: Bohm, Heckemann, Kenan, Matichek, Von Appen - 5
Nays: 10

Adopted

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,253,559	1,243,956	(9,603)	-0.77%
Licenses & Permits	676,895	706,344	29,449	4.35%
Intergovernmental Revenue	14,136,448	14,174,399	37,951	0.27%
Charges for Services	1,173,500	333,130	(840,370)	-71.61%
Fines & Forfeits	313,100	337,100	24,000	7.67%
Interest on Investments	255,150	192,350	(62,800)	-24.61%
Miscellaneous Revenue	129,500	121,668	(7,832)	-6.05%
Other Financing Sources	1,608,388	1,730,977	122,589	7.62%
Total Revenue	19,546,540	18,839,924	(706,616)	-3.62%
Revenue - Mead Library				
Intergovernmental Revenue	628,130	641,462	13,332	2.12%
Charges for Services	93,450	74,550	(18,900)	-20.22%
Miscellaneous Revenue	34,555	44,002	9,447	27.34%
Total Revenue	756,135	760,014	3,879	0.51%
Revenue - Debt Service Fund				
Interest on Investments	-	15,000	15,000	N/A
Pension Transfer	492,101	490,405	(1,696)	-0.34%
Transfer from Other Funds	1,039,203	1,088,359	49,156	4.73%
Total Revenue	1,531,304	1,593,764	62,460	4.08%
City Tax Levy				
General Fund	15,972,916	15,972,916	-	N/A
Mead Library Fund	2,305,741	2,305,741	-	N/A
Debt Service Fund	2,886,889	2,886,889	-	N/A
Transit Utility Fund	511,547	511,547	-	N/A
Total City Tax Levy	21,677,093	21,677,093	-	N/A

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	117,974	127,818	9,844	8.34%
Mayor	406,862	504,637	97,775	24.03%
City Clerk	376,104	346,438	(29,666)	-7.89%
Elections	121,247	57,698	(63,549)	-52.41%
Finance	895,145	912,121	16,976	1.90%
Assessor	437,368	434,956	(2,412)	-0.55%
Human Resources	251,777	254,254	2,477	0.98%
City Attorney	442,828	452,339	9,511	2.15%
City Insurance	276,940	398,601	121,661	43.93%
City Buildings	852,962	805,266	(47,696)	-5.59%
Board of Review	2,150	1,450	(700)	-32.56%
Employee Benefits	345,911	345,111	(800)	-0.23%
Total General Government	4,527,268	4,640,689	113,421	2.51%
Police	12,419,356	12,421,876	2,520	0.02%
Fire	7,715,356	7,818,428	103,072	1.34%
Building Inspection	619,609	671,240	51,631	8.33%
Emergency Operations	1,400	1,200	(200)	-14.29%
Civil Defense	12,460	17,705	5,245	42.09%
Total Public Protection	20,768,181	20,930,449	162,268	0.78%
Public Works	258,907	255,776	(3,131)	-1.21%
Engineering	515,681	525,266	9,585	1.86%
Streets	4,050,898	3,968,978	(81,920)	-2.02%
Sanitation	2,356,027	2,426,421	70,394	2.99%
Boat Facilities	30,000	-	(30,000)	-100.00%
Landfill	19,000	19,000	-	0.00%
Total Public Works	7,230,513	7,195,441	(35,072)	-0.49%
Cemetery	326,348	252,578	(73,770)	-22.60%
Total Human Services	326,348	252,578	(73,770)	-22.60%
Park Department	2,216,135	2,382,697	166,562	7.52%
Senior Center	181,880	181,341	(539)	-0.30%
Total Culture/Recreation	2,398,015	2,564,038	166,023	6.92%
City Development	247,070	269,962	22,892	9.27%
Interfund Transfers	7,060	4,000	(3,060)	-43.34%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,519,455	35,872,157	352,702	0.99%

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	57,246	56,887	(359)	-0.63%
Mead Library Fund	3,061,876	3,065,754	3,878	0.13%
Tourism Fund	1,035,370	1,188,384	153,014	14.78%
Cable TV Franchise Fund	476,466	558,100	81,634	17.13%
Municipal Court Fund	1,092,000	1,113,500	21,500	1.97%
Ambulance Fund	1,058,000	1,208,000	150,000	14.18%
Special Assessment Fund	439,203	448,368	9,165	2.09%
Harbor Centre Marina Fund	1,019,995	1,024,995	5,000	0.49%
Redevelopment Authority Fund	10,500	11,300	800	7.62%
Total Special Revenue Funds	8,250,656	8,675,288	424,632	5.15%
G O Debt Service Fund	4,418,193	4,480,653	62,460	1.41%
TID VI Debt Service Fund	1,863,051	1,803,048	(60,003)	-3.22%
TID V Debt Service Fund	4,401	5,039	638	14.50%
TID VII Debt Service Fund	147,870	149,664	1,794	1.21%
TID X Debt Service Fund	251,051	252,762	1,711	0.68%
TID XI Debt Service Fund	450,543	457,250	6,707	1.49%
TID XII Debt Service Fund	169,248	160,603	(8,645)	-5.11%
TID XIII Debt Service Fund	246,624	251,299	4,675	1.90%
TID IXV Debt Service Fund	374,707	424,684	49,977	13.34%
TID XV Debt Service Fund	86,888	205,304	118,416	136.29%
TID E1 Debt Service Fund	161,495	162,963	1,468	0.91%
Total Debt Service Funds	8,174,071	8,353,269	179,198	2.19%
Industrial Park Fund	11,599	4,500	(7,099)	-61.20%
Capital Improvements Fund	2,000,000	3,000,000	1,000,000	50.00%
Transit Fund	511,547	511,547	-	0.00%
Total Budget	54,467,328	56,416,761	1,949,433	3.58%

II

3.2

R. O. No. 87 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2014 original budget.

Finance,
Law & Lic,
~~Pub Prot & Safety~~,
Pub. Wks.
Hal & Grieb

Heidemann/Bohrer to lay, failed on call of the roll: ayes: Bohrer, Heidemann, Hermann, Matichek, Von Achen - 5
nays: 10

Chief Administrative Officer

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Enterprise Funds				
Wastewater Fund	9,053,070	9,219,519	166,449	1.84%
Boat Facilities Fund	124,263	124,261	(2)	0.00%
Parking Utility Fund	501,856	431,778	(70,078)	-13.96%
Transit Utility Fund	3,616,780	3,643,590	26,810	0.74%
Total Enterprise Funds	13,295,969	13,419,148	123,179	0.93%
Internal Service Funds				
Motor Vehicle Fund	1,915,548	2,002,951	87,403	4.56%
Health Insurance Fund	8,145,822	8,235,786	89,964	1.10%
Liability Insurance Fund	577,200	577,000	(200)	-0.03%
Worker's Compensation Fund	467,004	609,405	142,401	30.49%
Information Systems Fund	895,648	849,520	(46,128)	-5.15%
Total Internal Service Funds	12,001,222	12,274,662	273,440	2.28%
Trust Funds				
Cemetery Perpetual Care Fund	10,500	13,796	3,296	31.39%
E H May Environmental Park Fund	34,000	23,375	(10,625)	-31.25%
Everhard/Forrer Trust Fund	14,000	62,500	48,500	346.43%
Total Trust Funds	58,500	99,671	41,171	70.38%

VI

R. C. No. ____ - 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. C. No. 139-14-15 by Finance and R. O. No. 86-14-15 and R. O. 87-14-15 by the Chief Administrative Officer submitting the summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds and submitting the summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds and the Trust Funds; recommends that the budgets be approved.

Lies over

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

6.6

R. C. No. 139 - 14 - 15. By FINANCE. August 18, 2014.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 86-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds; and

2. A copy of R. O. No. 87-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the documents be accepted and adopted.

Finance

Julie Kath

John Rey

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

3.1

R. O. No. 86 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2014 original budget.

Finance,
Law & Lic.,
Pub. Prot & Safety,
Pub Wks.
Hal & Grie.

Chief Administrative Officer

Heckemann / Bohm
to hold - failed on call of the roll:
ayes: Bohm, Heckemann, Hemon, Matichek, Von Appen - 5
nays: 10

OK

II

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,253,559	1,243,956	(9,603)	-0.77%
Licenses & Permits	676,895	706,344	29,449	4.35%
Intergovernmental Revenue	14,136,448	14,174,399	37,951	0.27%
Charges for Services	1,173,500	333,130	(840,370)	-71.61%
Fines & Forfeits	313,100	337,100	24,000	7.67%
Interest on Investments	255,150	192,350	(62,800)	-24.61%
Miscellaneous Revenue	129,500	121,668	(7,832)	-6.05%
Other Financing Sources	1,608,388	1,730,977	122,589	7.62%
Total Revenue	19,546,540	18,839,924	(706,616)	-3.62%
Revenue - Mead Library				
Intergovernmental Revenue	628,130	641,462	13,332	2.12%
Charges for Services	93,450	74,550	(18,900)	-20.22%
Miscellaneous Revenue	34,555	44,002	9,447	27.34%
Total Revenue	756,135	760,014	3,879	0.51%
Revenue - Debt Service Fund				
Interest on Investments	-	15,000	15,000	N/A
Pension Transfer	492,101	490,405	(1,696)	-0.34%
Transfer from Other Funds	1,039,203	1,088,359	49,156	4.73%
Total Revenue	1,531,304	1,593,764	62,460	4.08%
City Tax Levy				
General Fund	15,972,916	15,972,916	-	N/A
Mead Library Fund	2,305,741	2,305,741	-	N/A
Debt Service Fund	2,886,889	2,886,889	-	N/A
Transit Utility Fund	511,547	511,547	-	N/A
Total City Tax Levy	21,677,093	21,677,093	-	N/A

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	117,974	127,818	9,844	8.34%
Mayor	406,862	504,637	97,775	24.03%
City Clerk	376,104	346,438	(29,666)	-7.89%
Elections	121,247	57,698	(63,549)	-52.41%
Finance	895,145	912,121	16,976	1.90%
Assessor	437,368	434,956	(2,412)	-0.55%
Human Resources	251,777	254,254	2,477	0.98%
City Attorney	442,828	452,339	9,511	2.15%
City Insurance	276,940	398,601	121,661	43.93%
City Buildings	852,962	805,266	(47,696)	-5.59%
Board of Review	2,150	1,450	(700)	-32.56%
Employee Benefits	345,911	345,111	(800)	-0.23%
Total General Government	4,527,268	4,640,689	113,421	2.51%
Police	12,419,356	12,421,876	2,520	0.02%
Fire	7,715,356	7,818,428	103,072	1.34%
Building Inspection	619,609	671,240	51,631	8.33%
Emergency Operations	1,400	1,200	(200)	-14.29%
Civil Defense	12,460	17,705	5,245	42.09%
Total Public Protection	20,768,181	20,930,449	162,268	0.78%
Public Works	258,907	255,776	(3,131)	-1.21%
Engineering	515,681	525,266	9,585	1.86%
Streets	4,050,898	3,968,978	(81,920)	-2.02%
Sanitation	2,356,027	2,426,421	70,394	2.99%
Boat Facilities	30,000	-	(30,000)	-100.00%
Landfill	19,000	19,000	-	0.00%
Total Public Works	7,230,513	7,195,441	(35,072)	-0.49%
Cemetery	326,348	252,578	(73,770)	-22.60%
Total Human Services	326,348	252,578	(73,770)	-22.60%
Park Department	2,216,135	2,382,697	166,562	7.52%
Senior Center	181,880	181,341	(539)	-0.30%
Total Culture/Recreation	2,398,015	2,564,038	166,023	6.92%
City Development	247,070	269,962	22,892	9.27%
Interfund Transfers	7,060	4,000	(3,060)	-43.34%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,519,455	35,872,157	352,702	0.99%

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	57,246	56,887	(359)	-0.63%
Mead Library Fund	3,061,876	3,065,754	3,878	0.13%
Tourism Fund	1,035,370	1,188,384	153,014	14.78%
Cable TV Franchise Fund	476,466	558,100	81,634	17.13%
Municipal Court Fund	1,092,000	1,113,500	21,500	1.97%
Ambulance Fund	1,058,000	1,208,000	150,000	14.18%
Special Assessment Fund	439,203	448,368	9,165	2.09%
Harbor Centre Marina Fund	1,019,995	1,024,995	5,000	0.49%
Redevelopment Authority Fund	10,500	11,300	800	7.62%
Total Special Revenue Funds	8,250,656	8,675,288	424,632	5.15%
G O Debt Service Fund	4,418,193	4,480,653	62,460	1.41%
TID VI Debt Service Fund	1,863,051	1,803,048	(60,003)	-3.22%
TID V Debt Service Fund	4,401	5,039	638	14.50%
TID VII Debt Service Fund	147,870	149,664	1,794	1.21%
TID X Debt Service Fund	251,051	252,762	1,711	0.68%
TID XI Debt Service Fund	450,543	457,250	6,707	1.49%
TID XII Debt Service Fund	169,248	160,603	(8,645)	-5.11%
TID XIII Debt Service Fund	246,624	251,299	4,675	1.90%
TID IXV Debt Service Fund	374,707	424,684	49,977	13.34%
TID XV Debt Service Fund	86,888	205,304	118,416	136.29%
TID E1 Debt Service Fund	161,495	162,963	1,468	0.91%
Total Debt Service Funds	8,174,071	8,353,269	179,198	2.19%
Industrial Park Fund	11,599	4,500	(7,099)	-61.20%
Capital Improvements Fund	2,000,000	3,000,000	1,000,000	50.00%
Transit Fund	511,547	511,547	-	0.00%
Total Budget	54,467,328	56,416,761	1,949,433	3.58%

II

3.2

R. O. No. 87 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2014 original budget.

Finance,
Law & Lic,
Pub Prot & Safety,
Pub. Wks,
Sal & Grieb

Heidemann/Bohren to hold, failed on call of the roll.
ayes: Bohren, Heidemann, Hermann, Matichek, Von Abbern - 5
nays: 10

Chief Administrative Officer

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Enterprise Funds				
Wastewater Fund	9,053,070	9,219,519	166,449	1.84%
Boat Facilities Fund	124,263	124,261	(2)	0.00%
Parking Utility Fund	501,856	431,778	(70,078)	-13.96%
Transit Utility Fund	3,616,780	3,643,590	26,810	0.74%
Total Enterprise Funds	13,295,969	13,419,148	123,179	0.93%
Internal Service Funds				
Motor Vehicle Fund	1,915,548	2,002,951	87,403	4.56%
Health Insurance Fund	8,145,822	8,235,786	89,964	1.10%
Liability Insurance Fund	577,200	577,000	(200)	-0.03%
Worker's Compensation Fund	467,004	609,405	142,401	30.49%
Information Systems Fund	895,648	849,520	(46,128)	-5.15%
Total Internal Service Funds	12,001,222	12,274,662	273,440	2.28%
Trust Funds				
Cemetery Perpetual Care Fund	10,500	13,796	3,296	31.39%
E H May Environmental Park Fund	34,000	23,375	(10,625)	-31.25%
Everhard/Forrer Trust Fund	14,000	62,500	48,500	346.43%
Total Trust Funds	58,500	99,671	41,171	70.38%

VI

R. C. No. ____ - 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. C. No. 140-14-15 by Law and Licensing and R. O. No. 86-14-15 and R. O. 87-14-15 by the Chief Administrative Officer submitting the summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds and submitting the summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds and the Trust Funds; recommends that the budgets be approved.

Lies over

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

VI

6.7

R. C. No. 140- 14 - 15. By LAW AND LICENSING. August 18, 2014.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 86-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds; and

2. A copy of R. O. No. 87-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the documents be accepted and adopted.

Finance

Jodi VanderWeele _____ _____

_____ _____

Susan J Gossard _____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

3.1

R. O. No. 86 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2014 original budget.

Finance, Law & Rec, Pub. Prot & Safety, Pub Wks. Hal & Grev

Chief Administrative Officer

Heidemann / Bohrer to hold - failed on call of the roll: Ayes: Bohrer, Heidemann, Hermon, Matuchek, Van Abbema - 5 Nays: 10

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,253,559	1,243,956	(9,603)	-0.77%
Licenses & Permits	676,895	706,344	29,449	4.35%
Intergovernmental Revenue	14,136,448	14,174,399	37,951	0.27%
Charges for Services	1,173,500	333,130	(840,370)	-71.61%
Fines & Forfeits	313,100	337,100	24,000	7.67%
Interest on Investments	255,150	192,350	(62,800)	-24.61%
Miscellaneous Revenue	129,500	121,668	(7,832)	-6.05%
Other Financing Sources	1,608,388	1,730,977	122,589	7.62%
Total Revenue	19,546,540	18,839,924	(706,616)	-3.62%
Revenue - Mead Library				
Intergovernmental Revenue	628,130	641,462	13,332	2.12%
Charges for Services	93,450	74,550	(18,900)	-20.22%
Miscellaneous Revenue	34,555	44,002	9,447	27.34%
Total Revenue	756,135	760,014	3,879	0.51%
Revenue - Debt Service Fund				
Interest on Investments	-	15,000	15,000	N/A
Pension Transfer	492,101	490,405	(1,696)	-0.34%
Transfer from Other Funds	1,039,203	1,088,359	49,156	4.73%
Total Revenue	1,531,304	1,593,764	62,460	4.08%
City Tax Levy				
General Fund	15,972,916	15,972,916	-	N/A
Mead Library Fund	2,305,741	2,305,741	-	N/A
Debt Service Fund	2,886,889	2,886,889	-	N/A
Transit Utility Fund	511,547	511,547	-	N/A
Total City Tax Levy	21,677,093	21,677,093	-	N/A

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	117,974	127,818	9,844	8.34%
Mayor	406,862	504,637	97,775	24.03%
City Clerk	376,104	346,438	(29,666)	-7.89%
Elections	121,247	57,698	(63,549)	-52.41%
Finance	895,145	912,121	16,976	1.90%
Assessor	437,368	434,956	(2,412)	-0.55%
Human Resources	251,777	254,254	2,477	0.98%
City Attorney	442,828	452,339	9,511	2.15%
City Insurance	276,940	398,601	121,661	43.93%
City Buildings	852,962	805,266	(47,696)	-5.59%
Board of Review	2,150	1,450	(700)	-32.56%
Employee Benefits	345,911	345,111	(800)	-0.23%
Total General Government	4,527,268	4,640,689	113,421	2.51%
Police	12,419,356	12,421,876	2,520	0.02%
Fire	7,715,356	7,818,428	103,072	1.34%
Building Inspection	619,609	671,240	51,631	8.33%
Emergency Operations	1,400	1,200	(200)	-14.29%
Civil Defense	12,460	17,705	5,245	42.09%
Total Public Protection	20,768,181	20,930,449	162,268	0.78%
Public Works	258,907	255,776	(3,131)	-1.21%
Engineering	515,681	525,266	9,585	1.86%
Streets	4,050,898	3,968,978	(81,920)	-2.02%
Sanitation	2,356,027	2,426,421	70,394	2.99%
Boat Facilities	30,000	-	(30,000)	-100.00%
Landfill	19,000	19,000	-	0.00%
Total Public Works	7,230,513	7,195,441	(35,072)	-0.49%
Cemetery	326,348	252,578	(73,770)	-22.60%
Total Human Services	326,348	252,578	(73,770)	-22.60%
Park Department	2,216,135	2,382,697	166,562	7.52%
Senior Center	181,880	181,341	(539)	-0.30%
Total Culture/Recreation	2,398,015	2,564,038	166,023	6.92%
City Development	247,070	269,962	22,892	9.27%
Interfund Transfers	7,060	4,000	(3,060)	-43.34%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,519,455	35,872,157	352,702	0.99%

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	57,246	56,887	(359)	-0.63%
Mead Library Fund	3,061,876	3,065,754	3,878	0.13%
Tourism Fund	1,035,370	1,188,384	153,014	14.78%
Cable TV Franchise Fund	476,466	558,100	81,634	17.13%
Municipal Court Fund	1,092,000	1,113,500	21,500	1.97%
Ambulance Fund	1,058,000	1,208,000	150,000	14.18%
Special Assessment Fund	439,203	448,368	9,165	2.09%
Harbor Centre Marina Fund	1,019,995	1,024,995	5,000	0.49%
Redevelopment Authority Fund	10,500	11,300	800	7.62%
Total Special Revenue Funds	8,250,656	8,675,288	424,632	5.15%
G O Debt Service Fund	4,418,193	4,480,653	62,460	1.41%
TID VI Debt Service Fund	1,863,051	1,803,048	(60,003)	-3.22%
TID V Debt Service Fund	4,401	5,039	638	14.50%
TID VII Debt Service Fund	147,870	149,664	1,794	1.21%
TID X Debt Service Fund	251,051	252,762	1,711	0.68%
TID XI Debt Service Fund	450,543	457,250	6,707	1.49%
TID XII Debt Service Fund	169,248	160,603	(8,645)	-5.11%
TID XIII Debt Service Fund	246,624	251,299	4,675	1.90%
TID IXV Debt Service Fund	374,707	424,684	49,977	13.34%
TID XV Debt Service Fund	86,888	205,304	118,416	136.29%
TID E1 Debt Service Fund	161,495	162,963	1,468	0.91%
Total Debt Service Funds	8,174,071	8,353,269	179,198	2.19%
Industrial Park Fund	11,599	4,500	(7,099)	-61.20%
Capital Improvements Fund	2,000,000	3,000,000	1,000,000	50.00%
Transit Fund	511,547	511,547	-	0.00%
Total Budget	54,467,328	56,416,761	1,949,433	3.58%

II

3.2

R. O. No. 87 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2014 original budget.

Finance,
Law & Lic,
Pub Prot & Safety,
Pub. Wks.
Hal & Hrs.

Heidemann/Bolden to hold, failed on call of the roll: ayes: Bolden, Heidemann, Hermann/ matched/Von Achen - 5
nays: 10

Chief Administrative Officer

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Enterprise Funds				
Wastewater Fund	9,053,070	9,219,519	166,449	1.84%
Boat Facilities Fund	124,263	124,261	(2)	0.00%
Parking Utility Fund	501,856	431,778	(70,078)	-13.96%
Transit Utility Fund	3,616,780	3,643,590	26,810	0.74%
Total Enterprise Funds	13,295,969	13,419,148	123,179	0.93%
Internal Service Funds				
Motor Vehicle Fund	1,915,548	2,002,951	87,403	4.56%
Health Insurance Fund	8,145,822	8,235,786	89,964	1.10%
Liability Insurance Fund	577,200	577,000	(200)	-0.03%
Worker's Compensation Fund	467,004	609,405	142,401	30.49%
Information Systems Fund	895,648	849,520	(46,128)	-5.15%
Total Internal Service Funds	12,001,222	12,274,662	273,440	2.28%
Trust Funds				
Cemetery Perpetual Care Fund	10,500	13,796	3,296	31.39%
E H May Environmental Park Fund	34,000	23,375	(10,625)	-31.25%
Everhard/Forrer Trust Fund	14,000	62,500	48,500	346.43%
Total Trust Funds	58,500	99,671	41,171	70.38%

VI

R. C. No. ____ - 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. C. No. 141-14-15 by Salaries and Grievances and R. O. No. 86-14-15 and R. O. 87-14-15 by the Chief Administrative Officer submitting the summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds and submitting the summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds and the Trust Funds; recommends that the budgets be approved.

Lies over

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

VI

6.8

R. C. No. 141 - 14 - 15. By SALARIES AND GRIEVANCES. August 18, 2014.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 86-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds; and

2. A copy of R. O. No. 87-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the documents be accepted and adopted.

Finance

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

3.1

R. O. No. 86 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2014 original budget.

Finance,
Law & Rec,
Pub. Prot & Safety,
Pub Wks.
~~Hal & Grev~~

Heilmann / Bohm
to hold - failed on call of the roll:
Ayes: Bohm, Heilmann, Heinen, Matucheski, Von Abpen - 5
Nays: 10

Cc & File

Chief Administrative Officer

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,253,559	1,243,956	(9,603)	-0.77%
Licenses & Permits	676,895	706,344	29,449	4.35%
Intergovernmental Revenue	14,136,448	14,174,399	37,951	0.27%
Charges for Services	1,173,500	333,130	(840,370)	-71.61%
Fines & Forfeits	313,100	337,100	24,000	7.67%
Interest on Investments	255,150	192,350	(62,800)	-24.61%
Miscellaneous Revenue	129,500	121,668	(7,832)	-6.05%
Other Financing Sources	1,608,388	1,730,977	122,589	7.62%
Total Revenue	19,546,540	18,839,924	(706,616)	-3.62%
Revenue - Mead Library				
Intergovernmental Revenue	628,130	641,462	13,332	2.12%
Charges for Services	93,450	74,550	(18,900)	-20.22%
Miscellaneous Revenue	34,555	44,002	9,447	27.34%
Total Revenue	756,135	760,014	3,879	0.51%
Revenue - Debt Service Fund				
Interest on Investments	-	15,000	15,000	N/A
Pension Transfer	492,101	490,405	(1,696)	-0.34%
Transfer from Other Funds	1,039,203	1,088,359	49,156	4.73%
Total Revenue	1,531,304	1,593,764	62,460	4.08%
City Tax Levy				
General Fund	15,972,916	15,972,916	-	N/A
Mead Library Fund	2,305,741	2,305,741	-	N/A
Debt Service Fund	2,886,889	2,886,889	-	N/A
Transit Utility Fund	511,547	511,547	-	N/A
Total City Tax Levy	21,677,093	21,677,093	-	N/A

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	117,974	127,818	9,844	8.34%
Mayor	406,862	504,637	97,775	24.03%
City Clerk	376,104	346,438	(29,666)	-7.89%
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Finance	895,145	912,121	16,976	1.90%
Assessor	437,368	434,956	(2,412)	-0.55%
Human Resources	251,777	254,254	2,477	0.98%
City Attorney	442,828	452,339	9,511	2.15%
City Insurance	276,940	398,601	121,661	43.93%
City Buildings	852,962	805,266	(47,696)	-5.59%
Board of Review	2,150	1,450	(700)	-32.56%
Employee Benefits	345,911	345,111	(800)	-0.23%
Total General Government	4,527,268	4,640,689	113,421	2.51%
Police	12,419,356	12,421,876	2,520	0.02%
Fire	7,715,356	7,818,428	103,072	1.34%
Building Inspection	619,609	671,240	51,631	8.33%
Emergency Operations	1,400	1,200	(200)	-14.29%
Civil Defense	12,460	17,705	5,245	42.09%
Total Public Protection	20,768,181	20,930,449	162,268	0.78%
Public Works	258,907	255,776	(3,131)	-1.21%
Engineering	515,681	525,266	9,585	1.86%
Streets	4,050,898	3,968,978	(81,920)	-2.02%
Sanitation	2,356,027	2,426,421	70,394	2.99%
Boat Facilities	30,000	-	(30,000)	-100.00%
Landfill	19,000	19,000	-	0.00%
Total Public Works	7,230,513	7,195,441	(35,072)	-0.49%
Cemetery	326,348	252,578	(73,770)	-22.60%
Total Human Services	326,348	252,578	(73,770)	-22.60%
Park Department	2,216,135	2,382,697	166,562	7.52%
Senior Center	181,880	181,341	(539)	-0.30%
Total Culture/Recreation	2,398,015	2,564,038	166,023	6.92%
City Development	247,070	269,962	22,892	9.27%
Interfund Transfers	7,060	4,000	(3,060)	-43.34%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,519,455	35,872,157	352,702	0.99%

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	57,246	56,887	(359)	-0.63%
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Ambulance Fund	1,058,000	1,208,000	150,000	14.18%
Special Assessment Fund	439,203	448,368	9,165	2.09%
Harbor Centre Marina Fund	1,019,995	1,024,995	5,000	0.49%
Redevelopment Authority Fund	10,500	11,300	800	7.62%
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TID VII Debt Service Fund	147,870	149,664	1,794	1.21%
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TID IXV Debt Service Fund	374,707	424,684	49,977	13.34%
TID XV Debt Service Fund	86,888	205,304	118,416	136.29%
TID E1 Debt Service Fund	161,495	162,963	1,468	0.91%
Total Debt Service Funds	8,174,071	8,353,269	179,198	2.19%
Industrial Park Fund	11,599	4,500	(7,099)	-61.20%
Capital Improvements Fund	2,000,000	3,000,000	1,000,000	50.00%
Transit Fund	511,547	511,547	-	0.00%
Total Budget	54,467,328	56,416,761	1,949,433	3.58%

II

3.2

R. O. No. 87 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2014 original budget.

Finance,
Law & Lic,
Pub Prot & Safety,
Pub Wks,
Lab & Hrs

Heidemann/Bolden to hold, failed on call of the roll.
ayes: Bolden, Heidemann, Hermann, Matscheck, Von Achen - 5
nays: 10
Acc & File

Chief Administrative Officer

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
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Wastewater Fund	9,053,070	9,219,519	166,449	1.84%
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Transit Utility Fund	3,616,780	3,643,590	26,810	0.74%
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Internal Service Funds				
Motor Vehicle Fund	1,915,548	2,002,951	87,403	4.56%
Health Insurance Fund	8,145,822	8,235,786	89,964	1.10%
Liability Insurance Fund	577,200	577,000	(200)	-0.03%
Worker's Compensation Fund	467,004	609,405	142,401	30.49%
Information Systems Fund	895,648	849,520	(46,128)	-5.15%
Total Internal Service Funds	12,001,222	12,274,662	273,440	2.28%
Trust Funds				
Cemetery Perpetual Care Fund	10,500	13,796	3,296	31.39%
E H May Environmental Park Fund	34,000	23,375	(10,625)	-31.25%
Everhard/Forrer Trust Fund	14,000	62,500	48,500	346.43%
Total Trust Funds	58,500	99,671	41,171	70.38%

Gen. Ord. No. _____ – 14 – 15. By Alderperson Heidemann. September 2, 2014.

AN ORDINANCE amending Sections 122-403, 122-404 and 122-405 of the Municipal Code relating to sewers and sewerage disposal.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 122-403 of the Municipal Code entitled, "Categories of Users; Amounts; Reassignment - City of Sheboygan", is hereby amended to read as follows:

"Sec. 122-403. Categories of Users; Amounts; Reassignment - City of Sheboygan

(a) Category A. Category A users of the City Wastewater treatment system Shall be subject to the following:

(1) Definition: The term "category A" is defined as normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 165 mg/l, suspended solids no greater than 214 mg/l, and total phosphorus no greater than 4.2 mg/l.

(2) Amount: The sewer service charge for category A wastewater is as follows:

a. Fixed charge, $25.64 per quarter.

b. Volume charge, $1.69 total charge per 100 cubic feet.

(b) Category B. Category B users of the City Wastewater treatment system Shall be subject to the following:

(1) Definition: The term "category B" is defined as wastewater having concentrations of biochemical oxygen demand greater than 165 mg/l, suspended solids greater than 214 mg/l, and phosphorous greater than 4.2 mg/l.

Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than 165 mg/l for BOD, 214 mg/l for suspended solids, and 4.2 mg/l for phosphorous.

(2) Amount: The sewer service charge for category B wastewater is as Follows:

a. Fixed Charge - $25.64 per quarter;

b. If billing is on a monthly basis, $8.55 per month.

c. Volume Charge, $1.69 per 100 cubic feet

d. Surcharge, total (per pound):

1. BOD greater than 165 mg/L, $0.2186.

2. Suspended Solids greater than 214/mg/L, $0.1680.

3. Phosphorus greater than 4.2 mg/L, $4.7384.

(3) *Computation.* The category B sewer service charges for volume, BOD, suspended solids and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing period
B	=	Concentration of BOD in mg/l in the wastewater
B^R	=	Concentration of BOD in mg/l as defined for Category A users
S	=	Concentration of suspended solids in mg/l in the wastewater
S^R	=	Concentration of suspended solids in mg/l as defined for Category A users
P	=	Concentration of phosphorus in mg/l in the wastewater

P^R	=	Concentration of phosphorus in mg/l as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C^V	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C^B	=	Cost per pound of BOD
C^S	=	Cost per pound of suspended solids
C^P	=	Cost per pound of phosphorus
.00624	=	Conversion factor

(c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary

(d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:

(1) Samples collected shall be flow-proportional 24-hour composite samples.

(2) Sampling periods shall be two consecutive days during normal operation.

(3) Flow-weighted average may be used if data is presented.

(4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.

(5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.

(6) All data shall be submitted to the superintendent of the wastewater treatment plant."

Section 8. Section 122-404 of the Sheboygan Municipal Code entitled "Categories of users; amounts; reassignment for other municipalities" is hereby amended to read as follows:

"Sec. 122-404. Categories of users; amounts; reassignment for other municipalities.

Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

	Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
				No. 1	No. 2
Fixed Charge	None	None	None	None	None
Volume Charge:					
Volume	$0.2763	$0.2763	$0.2763	$0.2763	$0.2763
Debt retirement	0.2338	0.2338	0.2338	0.2338	0.2338

Total volume charge, per 1,000 gallons:	0.5101	0.5101	0.5101	0.5101	0.5101
Surcharges:					
BOD	0.2186	0.2186	0.2186	0.2186	0.2186
Suspended Solids	0.1680	0.1680	0.1680	0.1680	0.1680
Phosphorus	4.7384	4.7384	4.7384	4.7384	4.7384 "

Section 9. Section 122-405 of the Sheboygan Municipal Code entitled "Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater" is hereby amended to read as follows:

"Sec. 122-405. Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater.

Category C. Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

(1) Septic tank sludge, $48.00 per 1,000 gallons.

(2) Holding tank sewage, $5.00 per 1,000 gallons.

(3) "Other" hauled wastewater:

a. Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.

b. *Amount:* The sewer service charge for "Other" hauled wastewater is as follows:

1. Volume Charge, $0.5101 per 1000 gallons.

2. Surcharge, total (per pound):

1. $0.2186 per pound of BOD

2. $0.1680 per pound of suspended solids

3. $4.7384 per pound of phosphorus

c. Computation. The "Other" hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and sections 1 and 2 of this subsection or in accordance with section 3 of this subsection.

$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$

See Table 1 Section 122-403(b)(3) for definitions.

1. "Other" hauled wastewater analysis data shall be applied to the formula set forth above.

2. The discharge fee per 1,000 gallons shall be determined on the result of subsection (3)c.1 of this section, multiplied by 1.25.

3. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant."

Section 10. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

6.3

R. C. No. 142 -14-15. By PUBLIC PROTECTION AND SAFETY. August 18, 2014.

Having heard and reviewed the documentary evidence by the City Engineer pertaining to Gen. Ord. No. 22-14-15 and R. C. No 110-14-15 creating commuter impacted parking on the east and west sides of N. 11th St. between North Ave. and School Ave., the committee found the following facts:

1. The traffic study pertaining to Sec. 118-194, Criteria for Determining Impacted Streets of the City of Sheboygan Municipal Code, does meet all necessary criteria to be eligible.

Lies over

Dan S. D. Ch

Susan J. Kussard

I HEREBY CERTIFY that the foregoing Committee Report was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

XI

2.18

R. C. No. 110 - 14 - 15. By PUBLIC PROTECTION AND SAFETY. July 21, 2014.

Your Committee to whom was referred Gen. Ord. No. 22-14-15 creating commuter impacted parking on the east and west sides of N. 11th St. between North Ave. and School Ave.; recommends that the Ordinance be passed.

Lies over until hearing is set - Ryan to get property owners affected

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Other Matters

8.16

Gen. Ord. No. 22 - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE creating commuter impacted parking on the east and west sides of N. 11th Street between North Avenue and School Avenue.

WHEREAS, the chief of police and the city engineer have recommended to the Common Council via its Public Protection and Safety Committee to designate North 11th Street between North Avenue and School Avenue as a residential permit parking street; and,

WHEREAS, the chief of police and the city engineer have considered the factors in §118-195, Sheboygan Municipal Code, in making their recommendation; and,

WHEREAS, the common council has called for a public hearing on the matter;

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Chapter 118, Article IV, Division 3 of the Municipal Code entitled, "Residential Daytime Parking Privileges," the east and west sides of N. 11th Street between North Avenue and School Avenue are hereby added to the list of locations where commuter impacted parking is being created stating 2-hour parking 8 a.m. to 4 p.m. school days only, vehicles with valid permit are exempt.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Pl. approve.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

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III

Other Matters

9.1

Res. No. ____- 14 - 15____. By Alderperson Hammond. September 2, 2014.

A RESOLUTION authorizing an application to the Wisconsin Coastal Management Program for a wave surge and hydraulic modeling study for the Harbor Centre Marina.

WHEREAS, the City of Sheboygan hereby requests assistance for the purpose of completing this study;

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan has budgeted the necessary match requirements sufficient to complete the project, and hereby authorizes the Mayor and City Clerk to act on behalf of the City of Sheboygan to:

- Submit an application to the Wisconsin Coastal Management Program for financial assistance;
- Sign documents; and
- Take necessary action to undertake, direct and complete the approved projects.

BE IT FURTHER RESOLVED: That the City of Sheboygan will comply with program requirements, may perform force account work; will maintain the completed project in an attractive, inviting and safe manner, and will obtain in writing approval from the Wisconsin Coastal Management Program before any change(s) are made in the use of the project site (if applicable).

Finance

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

9.2

R. O. No. _____ - 14 - 15. By CITY CLERK. August 18, 2014.

Submitting various license applications for the period ending June 30, 2015 and June 30, 2016.

Susan Richards
City Clerk

Law & Lic.

CHANGE OF PREMISE

No.	Name	Address
2376	Swovy's	1645 S. 12th St. - two-day event to be Held 10/3/14 to 10/4/14 to include current premise, parking lot at 1151 Broadway and the street from 12th street to Spruce Ave. (Applied for Street Festival Permit).

"CLASS B" LIQUOR LICENSE (June 30, 2015)

No.	Name	Address
3087	Santanas Place	1019 Erie Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0533	Bawadi, Ghada M.	1012 Falls Park Dr., Sheb. Falls
0544	Derse, James A.	5353 Meggers Rd.
0548	Detrick, April M.	1432 Erie Ave.
0537	Drews, Amanda M.	1719A Alabama Ave.
0534	Fang, Sheng	1501 S. 7th St.
0543	Gehrke, Emily A.	1109A Aspen Ct., Kohler
0546	Goetsch, Kenneth J.	2201 N. 15th St.
5826	Kailing, Lyndsey J.	1808 S. 17th St.
9586	Krause, Aleah F.	2931 N. 26th St.
5443	Leichtnam, Tammy A.	24 Ashwood Dr.
0550	Moe, Kevin A.	2611 S. 10th St.
7647	Orr-Sanchez, Aimee N.	1105 S. 10th St.
5878	Paepke, Williard W.	1823 N. 9th St.
0545	Romanoski, Jared P.	1414 N. 17th St.
0147	Rosenberg, Melissa A.	1410 MacAruthur Ave., #7

II

0542	Samsin, Harminio P.	919 Wilson Ave.
0540	Sangthumchai, Godchamon	2537 N. 11th St.
8896	Segovia, Andrew A.	914 St. James Ct.
6693	Sprecher, Kara D.	3715 Larkspur Ln.
0549	Sutrick, Daniel R.	428 Pennsylvania Ave.
7044	Thompson, Henry V.	1619 S. 12th St.
0541	Vogel, Casey A.	3602 Granite Rd.
0539	Williams, Miranda L.	1325 S. 11th St.
0535	Wojta, Christopher M.	932 Ontario Ave.

TAXICAB DRIVER LICENSE (December 31, 2014)

No.	Name	Address
0536	Hendrikse, Randall D.	3746 N. 14th St.
0538	Radtke, Michael Fritz-Rae	1010 Pershing Ave.