

*****ATTACHMENTS*****

Richards, Sue

From: Rajer, Mary
Sent: Monday, September 17, 2012 1:26 PM
To: Richards, Sue
Subject: FW: Resignation - effective 10/3/12

From: Mark J Miller [<mailto:mjmil@charter.net>]
Sent: Monday, September 17, 2012 12:39 PM
To: Rajer, Mary
Cc: Pelishek, Chad; 'Roberta Fillicky-Peneski'
Subject: Resignation

Mayor Van Akkeren,

I regret to inform you that I will need to resign from the Redevelopment Authority Board . My wife and I will be moving to Town Sheboygan, therefore, I will not be eligible to continue serving on a city committee. I have learned a lot in my capacity, and hope to have made a difference for the City of Sheboygan.

Sincerely, Mark J Miller.

II

R. O. No. - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting various license applications.


City Clerk

SECOND HAND ARTICLE (December 31, 2012)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2932	Recool	1410 N. 29 th St.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
8393	Strukel, Frank K.	3617 Erie Ave.

II

James H. Johnson

II

R. O. No. - 12 - 13 . By CHIEF ADMINISTRATIVE OFFICER. October 1, 2012.

Submitting, as a matter of record, the 2013 Amended Budget Schedule.

Chief Administrative Officer

II

2013 Amended Budget Schedule

March, 2012	Chief Administrative Officer established budget guidelines
April, 2012	Departmental budget reviews
May 21, 2012	2013 General Fund Budget summary to Council
June 5, 2012	Presentation & Review of Preliminary Executive Budget – Strategic Fiscal Planning Committee
June 18, 2012	2013 Preliminary Budget submitted to Council
June – July, 2012	Standing Committees review department budgets and make report of Committee to the Common Council on July 16, 2012
July 23, 2012	Finance Committee review reports of Standing Committees on departmental Budgets
August 6, 2012	Proposed budget submitted to Common Council
August 20, 2012	Mayor's Executive Report of Officer presenting Budget, Fund Balance, and G O Bonded Debt to the Common Council for Final Approval
September 28, 2012	Publication of Notice of Public Hearing on 2013 Proposed Budget
October 1, 2012	Finance Committee present to Council the budget resolution providing a summary budget less anticipated revenues and a tax levy for 2013.
October 15, 2012	Public Hearing on 2013 Proposed Budget
November 19, 2012	Council Meeting to adopt the 2013 Budget

III

Res. No. - 12 - 13 . By Alderpersons Hammond and Lessard.
October 1, 2012.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 3711 S. Taylor Dr. (Wal-Mart Outlot).

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., November 5, 2012, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class SI Suburban Industrial to Class SC Suburban Commercial Classification:

Proposed Lot 1 (QDoba Parcel) Legal Description

A parcel of land being part of the Northwest $\frac{1}{4}$ of Section 4, Town 14 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner said Northwest $\frac{1}{4}$; thence South $89^{\circ}45'00''$ E, 1174.64 feet along the north line of said $\frac{1}{4}$ Section; thence S $0^{\circ}40'12''$ W, 100.01 feet to the southerly line of Washington Avenue Frontage Road and the point of beginning; thence south $89^{\circ}45'00''$ east, 0.44 feet along said southerly line to the beginning of a 170.00 foot radius curve to the right, whose chord bears south $66^{\circ}09'33''$ east, 136.07 feet; thence southeasterly, 139.99 feet along the arc of said curve; thence south $42^{\circ}34'06''$ east, 67.97 feet to a point of curvature; thence southerly 18.16 along the arc of a curve whose radius lies 27.83 feet to the northwest and whose chord bears S $20^{\circ}35'29''$ W, 17.88 feet to a point of curvature; thence southerly 128.22 feet along the arc of a curve whose radius lies 189.86 feet to the southeast and whose

III

chord bears S 19°34'45" W, 125.79 feet; thence S 00°13'58" E, 99.21 feet; thence N 89°45'00" W, 126.00 feet; thence N 00°40'12" E, 339.00 feet to the point of beginning.

Containing 43,846 Square Feet

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. _____ - 12 - 13. By STRATEGIC FISCAL PLANNING. October 1, 2012.

Your Committee to whom was referred R. C. No. 186-12-13 to whom was referred R. O. No. 63-12-13 by Public Works submitting Com. No. 8-12-13 from Alderperson Belanger questioning whether the City of Sheboygan continue to provide garbage collection service or should we explore the opportunity to privatize this service; recommends that the documents be placed on file.

_____ 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

7.7

R. C. No. 186-12-13. By STRATEGIC FISCAL PLANNING. September 17, 2012

Your Committee to whom was referred R. O. No. 63-12-13 by Public Works submitting Com. No. 8-12-13 from Alderperson Belanger questioning whether the City of Sheboygan continue to provide garbage collection service... or should we explore the opportunity to privatize this service recommend filing the document.

*Hammond / Carlson
refer to P.W.
file*

DH
SK
John Vandenberg

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

1.7

IV

JHG

abandoned house

IV

6.3

R. C. No. 147 - 12 - 13. By PUBLIC WORKS. September 4, 2012.

Your Committee to whom was referred Com. No. 8-12-13 submitting a communication from Alderperson Belanger questioning whether the City of Sheboygan continue to provide garbage collection service... or should we explore the opportunity to privatize this service?

The Common Council is going to face some difficult budgetary decisions. He would like to look at the ramifications of outsourcing this service.

It is his belief that the collection of garbage is not one of the services that local government should be providing. We have capable private companies that can provide excellent garbage collection. Does it make economic sense to do this?

The Public Works Committee recommends that this document be referred to Strategic Fiscal Planning Committee.

*Strategic Fiscal
File*

[Signature]
James A. Bohra
D. M. C.

John Belanger

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

15/11/1911

I

3.1

Com. No. 8 - 12 - 13. August 20, 2012.

Submitting a communication from Alderperson Belanger questioning whether the City of Sheboygan continue to provide garbage collection service... or should we explore the opportunity to privatize this service?

The Common Council is going to face some difficult budgetary decisions. He would like to look at the ramifications of outsourcing this service.

It is his belief that the collection of garbage is not one of the services that local government should be providing. We have capable private companies that can provide excellent garbage collection. Does it make economic sense to do this?

Presented to the Common Council by Alderperson

John Belanger
Belanger

Finance

P.W.

refer to Strategic
Planning

GARBAGE PRIVATIZATION

2013 CITY GARBAGE BUDGET:	\$1,655,802
COST PER HOUSEHOLD PER MONTH (16,088 HOUSEHOLDS):	\$8.58
PRIVATIZATION COST PER MONTH:	\$9.50

BENEFITS

- AVOID \$1,500,000 FOR PURCHASE OF NEW TRUCKS
- SELL EXISTING FLEET TO PRIVATE CONTRACTOR
- POTENTIAL TO HIRE CURRENT EMPLOYEES

BUDGET IMPACT

➤ 2013 GARBAGE BUDGET	\$1,655,802
➤ <u>ELIMINATION OF GARBAGE FEE</u>	- \$ 869,000
➤ SURPLUS FOR COUNCIL USE	\$ 786,802
➤ 2014 GARBAGE BUDGET	\$1,680,639
➤ ELIMINATION OF GARBAGE FEE	\$ 869,000
➤ <u>ESTIMATED 2014 SHORTFALL</u>	- \$ 420,879
➤ SURPLUS FOR COUNCIL USE	\$ 390,760
➤ 2015 GARBAGE BUDGET	\$1,705,848
➤ <u>ESTIMATED 2015 SHORTFALL</u>	- \$1,718,647
➤ SHORTFALL	- \$ 12,799

71% of Wisconsin cities and villages privatize their garbage collection.

Source: "Local Public Services in Wisconsin: Alternatives for Municipalities". 452 cities and villages surveyed and 409 responded. Steven Deller, Professor and Community Development Economist UW Madison

VI

R. C. No. _____ - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred R. C. No. 188-12-13 by Strategic Fiscal Planning to whom was referred R. O. No. 123-12-13 by the Mayor Van Akkeren pursuant to Sec. 2-904 and 2-905 of the Municipal Code, the Mayor is submitting to the Common Council an Executive Budget presenting a financial plan for conducting the affairs of the City for the ensuing fiscal year; recommends that the documents be accepted and placed on file.

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

7.9

R. C. No. 188 - 12 - 13. By STRATEGIC FISCAL PLANNING. September 17, 2012

Your Committee to whom was referred R. O. No. 123-12-13 by the Mayor Van Akkeren pursuant to Sec. 2-904 and 2-905 of the Municipal Code, the Mayor is submitting to the Common Council an Executive Budget presenting a financial plan for conducting the affairs of the City for the ensuing fiscal year recommend to refer to the Finance Committee.

Finance

DH

Jodi Vandenberg

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

Dated _____ 20____, City Clerk

Approved _____ 20____, Mayor

II

4.2

R. O. No. 123 - 12 - 13. By MAYOR VAN AKKEREN. August 20, 2012.

Pursuant to Sec. 2-904 and 2-905 of the Municipal Code, the Mayor is submitting to the Common Council an Executive Budget presenting a financial plan for conducting the affairs of the City for the ensuing fiscal year 2013.

*Strategic
Finance*

Mayor

MAYOR DOC.		2012	2013	2013	2013	2013	2012	2011	2010
OBJECT	DESCRIPTION	APPROVED BUDGET	DEPARTMENT BUDGET	PRELIMINARY BUDGET	COMMITTEE BUDGET	EXECUTIVE BUDGET	Actual 6 Mo.	Actual USEAGE	Actual USEAGE
101 GENERAL FUND									
10111220 - CITY BUILDINGS - MSB BUILDING									
462115	OTHER CITY RENTALS	79,000	79,000	79,000	79,000	79,000			
	10111220 - CITY BLDG - MSB BUILDING	79,000	79,000	79,000	79,000	79,000			
10111250 - CITY BUILDINGS - FISH SHANTIES									
462130	FISH SHANTY RENTALS	12,000	14,000	14,000	14,000	14,000			
	10111250 - CITY BLDG - FISH SHANTIES	12,000	14,000	14,000	14,000	14,000			
10111260 - CITY BUILDINGS - RENTALS									
462115	OTHER CITY RENTALS	500	500	500	500	500			
	10111260 - CITY BUILDINGS - RENTALS	500	500	500	500	500			
10113100 - CITY CLERK									
412300	MOBILE HOME FEES	122,000	122,000	122,000	122,000	122,000			
421101	INTOXICATING LIQUOR LICENSE	70,000	55,000	55,000	55,000	55,000			
421106	MALT BEVERAGE LICENSE	24,000	24,000	24,000	24,000	24,000			
421111	WINE LICENSE (CLASS C)	1,000	500	500	500	500			
421206	NON-INTOXICATING LIQUOR	400	400	400	400	400			
421601	BEVERAGE OPERATOR LICENSE	36,000	37,000	37,000	37,000	37,000			
421606	CIGARETTE LICENSE	5,100	6,000	6,000	6,000	6,000			
421611	TAXI CAB OPERATOR LICENSE	1,700	2,000	2,000	2,000	2,000			
421616	LANDSCAPING LICENSE	400	1,000	1,000	1,000	1,000			
421621	ALARM SYSTEM LICENSE	400	500	500	500	500			
421641	MASSAGE ESTABLISHMENT	600	2,000	2,000	2,000	2,000			
421646	MASSAGE TECHNICIAN	-	50	50	50	50			
421661	PAWNBROKER LICENSE	230	-	-	-	-			
421666	SECONDHAND DEALER LICENSE	200	400	400	400	400			
421676	SIDEWALK CAFE LICENSE	1,000	700	700	700	700			
421699	OTHER PROF/OCCUP LICENSE	275	275	275	275	275			
421701	MUSIC LICENSE	1,200	1,100	1,100	1,100	1,100			
421706	DANCE HALL LICENSE	130	130	130	130	130			
421711	BOWLING ALLEY LICENSE	2,100	2,100	2,100	2,100	2,100			
421716	CARNIVAL LICENSE	550	600	600	600	600			

MAYOR DOC.

<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
421721	CIRCUS LICENSE	350	400	400	400	400			
421726	THEATRE LICENSE	650	650	650	650	650			
421741	AMUSEMENTS	10,000	10,000	10,000	10,000	10,000			
422901	ALARM SYSTEM USER PERMIT	7,000	8,000	8,000	8,000	8,000			
422913	TRANSIENT MERCHANT LICENSE	3,500	3,500	3,500	3,500	3,500			
422914	MOBILE FOOD VENDOR		1,000	1,000	1,000	1,000			
422926	GARNISHED FEES	600	750	750	750	750			
422936	ZONING CHANGE & VACATION	200	600	600	600	600			
441321	SITE PLAN REVIEW	-	-	-	-	-			
441611	PUBLIC INFORMATION REQUEST	700	700	700	700	700			
441616	FILING FEE	400	400	400	400	400			
441801	INDUSTRIAL REVENUE BOND FEE	1,000	1,000	1,000	1,000	1,000			
449101	PHOTOCOPIES	7,000	1,000	1,000	1,000	1,000			
	10113100 - CITY CLERK - TOTAL	298,685	283,755	283,755	283,755	283,755			
	10115100 - FINANCE								
411100	REAL ESTATE TAXES	15,384,886	15,408,756	15,408,756	15,608,756	15,608,756			
411500	OMITTED TAX	-	-	-	-	-			
412100	OCCUPATIONAL TAX	-	-	-	-	-			
414106	STATE SALES TAX COMMISSION	-	-	-	-	-			
419110	WATER UTILITY IN LIEU OF TAX	910,000	910,000	910,000	910,000	910,000			
419120	HOUSING AUTH.IN LIEU OF TAX	48,500	48,500	48,500	48,500	48,500			
419130	PARK PLAZA IN LIEU OF TAX	19,300	19,300	19,300	19,300	19,300			
419200	PERS. PROPERTY PENALTIES	7,000	7,000	7,000	7,000	7,000			
422701	DOG LICENSE	11,000	11,000	11,000	11,000	13,000	12,294	17,358	11,332
422706	CAT LICENSE	4,000	4,000	4,000	4,000	4,000			
422711	PIG LICENSE	-	-	-	-	-			
434301	CONNECTING HIGHWAY AIDS	188,272	188,272	188,272	188,272	188,272			
434306	TRANSPORTATION AIDS	1,520,484	1,520,484	1,520,484	1,520,484	1,520,484			
435100	STATE SHARED REVENUE	10,925,802	10,925,802	10,925,802	10,925,802	10,925,802			
435101	EXPENDITURE RESTRAINT	828,350	828,350	828,350	828,350	828,350			
435201	STATE AID - EXEMPT PROPERTY	153,000	153,000	153,000	153,000	153,000			
441611	PUBLIC INFORMATION REQUEST	50	50	50	50	50			
449101	PHOTOCOPIES	100	100	100	100	100			
449901	VENDING MACHINE COMMISSION	-	-	-	-	-			
461101	INTEREST ON INVESTMENTS	250,000	250,000	250,000	250,000	260,000	NA	263,467	366,510

MAYOR DOC.

<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
461131	MISCELLANEOUS INTEREST	5,000	5,000	5,000	5,000	5,000			
461199	INTEREST ON SPECIAL ASSESS	150	150	150	150	150			
468110	EARNED DISCOUNTS	10	10	10	10	10			
	10115100 - FINANCE - TOTAL	30,255,904	30,279,774	30,279,774	30,479,774	30,491,774			
	10119100 - LEGAL								
441116	JURY & WITNESS FEES	2,000	2,000	2,000	2,000	2,000			
441611	PUBLIC INFORMATION REQUEST	300	300	300	300	300			
	10119100 - LEGAL - TOTAL	2,300	2,300	2,300	2,300	2,300			
	10121100 - POLICE DEPARTMENT - ADMINISTRATION								
422801	RESIDENTAL PARKING PERMITS	100	100	100	100	100			
422906	BICYCLE LICENSE	1,500	1,500	1,500	1,500	1,500			
431406	HUD GRANT	30,000	30,000	30,000	30,000	30,000			
434211	STATE GRANT	267,732	225,868	225,868	225,868	225,868			
436101	MUNICIPAL SERVICE PAYMENTS	70,262	70,000	70,000	70,000	70,000			
437206	SCHOOL LIAISON AGREEMENT	210,000	183,266	183,266	183,266	183,266			
441116	JURY & WITNESS FEES	250	250	250	250	250			
442501	ACCIDENT REPORTS	1,750	2,000	2,000	2,000	2,000			
442506	POLICE AUCTION SALES	2,000	2,000	2,000	2,000	2,000			
442511	ADMINISTRATIVE SERVICES	1,500	1,600	1,600	1,600	1,600			
442516	POLICE COMMUNICATION SERVICE	10,000	10,000	10,000	10,000	10,000			
442546	FINGERPRINT SERVICE	1,000	1,000	1,000	1,000	1,000			
442556	PUBLIC INFORMATION ACCESS	3,000	3,000	3,000	3,000	3,000			
451101	COURT PENALTY COSTS	75,278	75,000	75,000	75,000	75,000			
462115	OTHER CITY RENTALS	15,276	15,276	15,276	15,276	15,276			
	10121100 - POLICE - ADMIN - TOTAL	689,648	620,860	620,860	620,860	620,860			
	10121130 - POLICE DEPARTMENT - COMMUNICATIONS								
442201	FIRE ALARM CONTRACTS	500	500	500	500	500			
442521	FALSE ALARM FEES	3,000	4,000	4,000	4,000	5,000	2,840	5,160	5,535
	10121130 - POLICE - COMMUN - TOTAL	3,500	4,500	4,500	4,500	5,500			
	10121150 - POLICE DEPARTMENT - PARKING ENFORCEMENTS								
451406	PARKING VIOLATIONS	200,000	200,000	200,000	200,000	200,000			

MAYOR DOC.

<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
451416	BICYCLE VIOLATIONS	50	100	100	100	100			
	10121150 - POLICE - PARKING ENFORCE	200,050	200,100	200,100	200,100	200,100			
	10122100 - FIRE DEPARTMENT								
435901	FIRE INSURANCE FROM STATE	90,875	90,875	90,875	90,875	95,562	95,562	90,847	90,833
436101	MUNICIPAL SERVICE PAYMENTS	45,698	41,258	41,258	41,258	41,258			
442206	FIRE EXTINGUISHER TRAINING	300	300	300	300	300			
442621	FIRE REPORT PHOTOCOPIES	50	50	50	50	50			
442626	HAZARDOUS MATERIAL HANDLNG	300	300	300	300	300			
449101	PHOTOCOPIES	50	50	50	50	50			
	10122100 - FIRE DEPARTMENT - TOTAL	137,273	132,833	132,833	132,833	132,833			
	10123100 - BUILDING INSPECTION								
421626	ROOMING HOUSE PERMIT	-	500	500	500	500			
421630	CONTRACTOR LICENSE	85,000	85,000	85,000	85,000	85,000			
422101	BUILDING PERMITS	190,000	160,000	160,000	160,000	190,000	118,000	298,446	194,773
422106	PROJECTING SIGN FEES	7,000	7,000	7,000	7,000	7,000			
422111	BUILDING PERMITS/STATE SEALS	100	100	100	100	100			
422116	ELECTRICAL PERMITS	80,000	67,272	67,272	67,272	67,272			
422121	HEATING PERMITS	60,000	60,000	60,000	60,000	60,000			
422126	PLUMBING PERMITS	25,000	25,000	25,000	25,000	25,000			
422131	SEWER PERMITS	15,000	15,000	15,000	15,000	15,000			
422136	OCCUPANCY PERMITS	3,500	3,500	3,500	3,500	3,500			
441301	BOARD OF APPEALS	3,500	3,500	3,500	3,500	3,500			
441405	EXAMINING/INSPECTION FEE	8,000	8,000	8,000	8,000	8,000			
441411	EROSION CONTROL FEE	500	500	500	500	500			
451411	PENALTY FEES	9,000	9,000	9,000	9,000	9,000			
469999	OTHER MISCELLANEOUS REV	1,000	1,000	1,000	1,000	1,000			
	10123100 - BUILDING INSPECTION - TOTAL	487,600	445,372	445,372	445,372	475,372			
	10131100 - DEPARTMENT OF PUBLIC WORKS								
422916	ENCROACHMENT FEES	1,000	1,000	1,000	1,000	1,000			
434316	MUNICIPAL RECYCLING GRANT	1,235	1,235	1,235	1,235	1,235			
	10131100 - DEPT OF PUBLIC WORKS - TOTAL	2,235	2,235	2,235	2,235	2,235			
	10132100 - ENGINEERING								

MAYOR DOC.

<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
441501	SALE OF CITY MAPS	100	100	100	100	100			
443906	MAILING PLANS & SPECS	2,000	2,000	2,000	2,000	2,000			
	10132100 - ENGINEERING - TOTAL	2,100	2,100	2,100	2,100	2,100			
	10133140 - STREETS DEPARTMENT - STREETS/ALLEYS								
443101	STREET PATCHES	30,000	30,000	30,000	30,000	30,000			
	10133140 - STREETS - STREETS/ALLEYS	30,000	30,000	30,000	30,000	30,000			
	10133180 - STREETS DEPARTMENT - SNOW & ICE					-			
443506	SNOW SHOVELING-RESIDENTIAL	2,000	2,000	2,000	2,000	2,000			
	10133180 - STREETS - SNOW & ICE	2,000	2,000	2,000	2,000	2,000			
	10134001 - SANITATION DEPARTMENT - GARBAGE								
434316	MUNICIPAL RECYCLING GRANT	77,165	77,166	77,166	77,166	82,809	82,809	77,165	119,151
436101	MUNICIPAL SERVICE PAYMENTS	10,275	10,275	10,275	10,275	10,275			
444401	GARBAGE FEE	1,503,000	869,000	869,000	869,000	-	not needed -2013 revenue exceeds expenses		
	10134001 - SANITATION - GARBAGE - TOTAL	1,590,440	956,441	956,441	956,441	93,084			
	10134120 - SANITATION DEPARTMENT - STREET CLEANING								
434316	MUNICIPAL RECYCLING GRANT	24,693	24,693	24,693	24,693	26,499	26,499	24,693	38,132
	10134120 - SANITATION - STREET CLEANING	24,693	24,693	24,693	24,693	26,499			
	10134130 - SANITATION DEPARTMENT - WEED CONTROL								
444501	WEED CUTTING	10,000	10,000	10,000	10,000	10,000			
	10134130 - SANITATION - WEED CONTROL	10,000	10,000	10,000	10,000	10,000			
	10134150 - SANITATION DEPARTMENT - RESIDENTIAL DROP-OFF								
434316	MUNICIPAL RECYCLING GRANT	77,783	77,783	77,783	77,783	82,472	82,472	77,783	120,103
449911	RECYCLED MATERIALS	30,000	30,000	30,000	30,000	30,000			
469906	SALE OF WASTE OIL	5,000	5,000	5,000	5,000	4,000	1,087	3,930	3,963
	10134150 - SANITATION - RESID DROP-OFF	112,783	112,783	112,783	112,783	116,472			
	10141130 - ENVIRONMENTAL HEALTH								
437506	WEIGHTS/MEASURES INSPECTION	25,000	34,000	34,000	34,000	34,000			
	10141130 - ENVIRONMENTAL HEALTH	25,000	34,000	34,000	34,000	34,000			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
	10143100 - CEMETERY								
449305	LOT SALES/BURIALS/CHARGES	70,000	70,000	70,000	70,000	70,000			
492805	INTER TRANSFER-CEMETERY	2,000	2,000	2,000	2,000	2,000			
	10143100 - CEMETERY - TOTAL	72,000	72,000	72,000	72,000	72,000			
	10153000 - PARK DEPARTMENT - PARKS								
447401	PARK RESERVATION PERMITS	70,000	70,000	70,000	70,000	100,000	41,000	123,700	104,196
447411	PARK EQUIPMENT RENTALS	15,000	15,000	15,000	15,000	18,000	7,067	19,271	19,802
447499	MISC.PARK & RECREATION	2,000	2,000	2,000	2,000	2,000			
	10153000 - PARK DEPARTMENT - PARKS	87,000	87,000	87,000	87,000	120,000			
	10153130 - PARK DEPARTMENT - QUARRY								
447441	BEACH ACCESS FEE	-	-	-	-	-			
	10153130 - PARK DEPARTMENT - QUARRY	-	-	-	-	-			
	10161100 - CITY DEVELOPMENT								
441316	CONDITIONAL USE PERMIT	5,000	5,000	5,000	5,000	7,500	6,350	12,100	8,100
441321	SITE PLAN REVIEW	100	100	100	100	100			
	10161100 - CITY DEVELOPMENT	5,100	5,100	5,100	5,100	7,600			
	10199990 - FUND BALANCES APPLIED								
492260	INTER TRANSFER - TOURISM FUND	41,428	41,428	41,428	41,428	41,428			
492270	INTER TRANSFER - CABLE TV FUND	275,000	275,000	275,000	275,000	275,000			
492275	INTER TRANSFER - MUNICIPAL COURT	425,978	350,000	350,000	349,360	349,360			
492280	INTER TRANSFER - AMBULANCE FUND	354,251	391,517	391,517	428,357	428,357			
492305	INTER TRANSFER - TID V DEBT	5,125	5,125	5,125	5,125	5,125			
492601	INTER TRANSFER - WASTEWATER	225,000	225,000	225,000	225,000	225,000			
492701	INTER TRANSFER - MOTOR VEHICLE	125,000	125,000	125,000	125,000	-	no decrease to MV fund		
499999	FUND EQUIPTY APPLIED	-	-	-	-	-			
	10199990 - FUND BALANCES APPLIED	1,451,782	1,413,070	1,413,070	1,449,270	1,324,270			
	TOTAL GENERAL FUND REVENUE	35,581,593	34,814,416	34,814,416	35,050,616	34,146,254			

101 GENERAL FUND

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
10110100 - COUNCIL									
510110	FULL TIME SALARIES-REGULAR	71,500	71,500	71,500	71,500	71,500		70,144	
510310	FICA	5,524	5,524	5,524	5,524	5,524		5,361	
521110	FINANCIAL SERVICES FEES	22,000	22,000	22,000	22,000	22,000		20,000	
523122	SOFTWARE MAINTENANCE	2,700	2,700	2,700	2,700	2,700		-	
526110	PROFESSIONAL ORGANIZATIONS	8,800	8,800	8,800	8,800	8,900	8,878	9,636	
530100	OFFICE SUPPLIES	2,365	2,365	2,365	1,865	1,500	698	3,963	
10110100 - COUNCIL TOTAL		112,889	112,889	112,889	112,389	112,124			
10111010 - CITY INSURANCE									
521206	MONIES & SECURITIES	165	165	165	165	165	58	141	
521207	SURETY BONDS	1,825	1,825	1,825	1,825	1,825	592	1,810	
521500	ADMINISTRATIVE SERVICES	40,000	40,000	40,000	40,000	40,000	-	1,186	
522110	VEHICLE MAINTENANCE	15,500	15,500	15,500	15,500	15,500	-	-	
524124	HEATING & VENTILATION	1,800	1,800	1,800	1,800	-	-	-	-
540200	INSURANCE	20,000	20,000	20,000	20,000	20,000	2,047	2,453	2,798
540210	INSURANCE DEDUCTIBLE	7,500	7,500	107,500	107,500	107,500	-	88,000	
540215	GEN.PUB.OFFICIALS & AUTO	90,000	90,000	90,000	90,000	90,000	14,545	106,393	
540218	FLOOD	150	150	150	150	150			
10111010 - CITY INSURANCE TOTAL		176,940	176,940	276,940	276,940	275,140			
10111210 - CITY BUILDINGS - CITY HALL									
510110	FULL TIME SALARIES-REGULAR	49,032	46,813	46,813	46,813	46,813			
510111	FULL TIME SALARIES - OVERTIME	5,000	5,100	5,100	5,100	3,000	547	1,322	3,178
510140	INTERDEPARTMENT LABOR - REGULAR	52,396	51,068	51,068	51,068	51,068	5,301	55,382	
510310	FICA	8,142	7,886	7,886	7,886	7,886			
510320	WI RETIREMENT FUND	6,278	6,185	6,185	6,185	6,185			
510340	HEALTH INSURANCE	36,568	36,567	36,567	36,567	32,910			
510350	DENTAL INSURANCE	2,206	1,981	1,981	1,981	1,981			
510351	UNFUNDED PENSION LIABILITY	1,866	1,866	1,866	1,866	1,866			
510360	LIFE INSURANCE	340	75	75	75	75			
510400	WORKERS COMPENSATION	3,873	3,873	5,602	5,602	5,602			
510410	UNEMPLOYMENT COMPENSATION	-	-	-	-	-			
521900	CONTRACTED SERVICES	28,668	28,955	28,955	28,955	28,955			
524110	BUILDING EXTERIOR MAINTENANCE	12,000	12,000	12,000	12,000	12,000			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
524120	ELECTRICAL MAINTENANCE & REPAIR	1,750	1,750	1,750	1,750	1,750			
524122	PLUMBING MAINTENANCE & REPAIR	500	500	500	500	500			
524124	HEATING & VENTILATION MAINTENANCE	10,000	10,000	10,000	10,000	10,000			
524125	CARPENTRY MAINTENANCE & REPAIR	500	500	500	500	500			
524126	ELEVATOR MAINTENANCE & REPAIR	10,000	10,000	10,000	10,000	10,000			
524130	CUSTODIAL SERVICES	2,000	2,000	2,000	2,000	750	248	676	57
524135	JANITORIAL SERVICES	5,000	5,000	5,000	5,000	5,000			
525100	ELECTRIC	30,000	30,300	30,300	30,300	30,000			
525105	WATER	2,500	2,525	2,525	2,525	2,400	427	2,285	2,370
525110	SEWER	2,500	2,525	2,525	2,525	2,500			
525120	TELEPHONE	350	354	354	304	200	129	157	167
525140	GAS - UTILITY	25,000	25,250	25,250	25,250	19,000	6,722	13,101	18,754
526120	LICENSES & PERMITS	100	100	100	100	100			
527100	CAR ALLOWANCE	700	700	700	700	100			
528150	VEHICLE RENTAL	4,500	4,545	4,545	4,545	4,500			
530255	TOOLS & SMALL EQUIPMENT	500	500	500	500	500			
530500	FIRE FIGHTING SUPPLIES & SMALL	500	500	500	500	500			
621200	BUILDING IMPROVEMENTS	20,000	20,000	20,000	40,000	40,000			
10111210 - CITY BUILDINGS - CITY HALL - TOTAL		322,769	319,418	321,147	341,097	326,641			
10111220 - CITY BUILDINGS - MSB BUILDING									
510110	FULL TIME SALARIES - REGULAR	187,625	191,893	191,893	191,893	191,893			
510111	FULL TIME SALARIES - OVERTIME	10,000	10,200	10,200	10,200	10,000			
510310	FICA	15,502	15,460	15,460	15,460	15,460			
510320	WI RETIREMENT FUND	11,955	12,126	12,126	12,126	12,126			
510340	HEALTH INSURANCE	57,383	44,350	44,350	44,350	39,915			
510341	RETIREE HEALTH INSURANCE	18,123	-	-	-	-			
510350	DENTAL INSURANCE	3,257	2,238	2,238	2,238	2,238			
510351	UNFUNDED PENSION LIABILITY	3,153	3,153	3,153	3,153	3,153			
510360	LIFE INSURANCE	846	259	259	259	259			
510366	LT DISABILITY INSURANCE	85	-	-	-	-			
510400	WORKERS COMPENSATION	4,615	4,615	6,675	6,675	6,675			
521500	ADMINISTRATION SERVICES	840	848	848	848	840			
521700	SECURITY SERVICES	500	500	500	500	500			
521900	CONTRACTED SERVICES	16,076	16,398	16,398	16,398	16,076			
522130	HEAVY EQUIPMENT MAINTENANCE	1,500	1,530	1,530	1,530	1,500			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
523120	COMPUTER MAINTENANCE	10,875	11,093	11,093	11,093	10,875			
524110	BUILDING EXTERIOR MAINTENANCE	15,000	15,000	15,000	15,000	15,000			
524115	BUILDING EQUIPMENT MAINTENANCE	2,000	2,000	2,000	2,000	2,000			
524120	ELECTRICAL MAINTENANCE & REPAIR	2,500	2,500	2,500	2,500	2,500			
524122	PLUMBING MAINTENANCE & REPAIR	2,500	2,500	2,500	2,500	2,500			
524124	HEATING & VENTILATION MAINTENANCE	5,000	5,000	5,000	5,000	5,000			
524130	CUSTODIAL SERVICES	2,000	2,000	2,000	2,000	2,000			
524135	JANITORIAL SERVICES	9,000	9,000	9,000	9,000	9,000			
525100	ELECTRIC	45,000	45,450	45,450	45,450	42,000	18,790	41,362	47,302
525105	WATER	2,500	2,525	2,525	2,525	2,500			
525110	SEWER	1,000	1,010	1,010	1,010	600	117	575	505
525120	TELEPHONE	5,500	5,555	5,555	5,555	5,500			
525125	MOBILE TELEPHONE	5,750	5,808	5,808	5,808	5,750			
525140	GAS - UTILITY	50,000	50,500	50,500	50,500	45,000	18,376	26,420	40,680
526120	LICENSES & PERMITS	150	150	150	150	150			
528150	VEHICLE RENTAL	15,000	15,000	15,000	15,000	15,000			
530255	TOOLS & SMALL EQUIPMENT	500	500	500	500	500			
530500	FIRE FIGHTING SUPPLIES & SMALL	1,000	1,000	1,000	1,000	1,000			
621200	BUILDING IMPROVEMENTS	-	20,000	20,000	40,000	40,000			
	10111220-CITY BUILDINGS-MSB BUILDING-TOTAL	506,735	500,161	502,221	522,221	507,510			
	10111260 - CITY BUILDINGS - RENTALS								
510351	UNFUNDED PENSION LIABILITY	819	819	819	819	819			
524110	BUILDING EXTERIOR MAINTENANCE	800	800	800	800	200	200	-	118
524120	ELECTRICAL MAINTENANCE & REPAIR	100	100	100	100	100			
524122	PLUMBING MAINTENANCE & REPAIR	100	100	100	100	100			
524124	HEATING & VENTILATION MAINTENANCE	100	100	100	100	100			
525100	ELECTRIC	1,000	1,000	1,000	1,000	1,000			
525105	WATER	100	100	100	100	100			
525110	SEWER	600	600	600	600	600			
525140	GAS - UTILITY	27,000	27,000	27,000	27,000	2,000	6,005	-	655
528150	VEHICLE RENTAL	600	600	600	600	600			
	10111260 - CITY BUILDINGS - RENTALS - TOTAL	31,219	31,219	31,219	31,219	5,619			
	10111310 - BOARD OF REVIEW								
510130	TEMPORARY SALARIES - REGULAR	450	450	450	450	450			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
521900	CONTRACTED SERVICES	1,200	1,200	1,200	1,200	1,200			
526150	LEGAL NOTICES	150	150	150	150	150			
530100	OFFICE SUPPLIES	500	500	500	500	500			
	10111310 - BOARD OF REVIEW - TOTAL	2,300	2,300	2,300	2,300	2,300			
	10112100 - MAYOR								
510110	FULL TIME SALARIES - REGULAR	247,775	226,168	226,168	226,168	220,168	*		
510310	FICA	18,030	17,302	17,302	17,302	17,302			
510320	WI RETIREMENT FUND	15,501	14,567	14,567	14,567	14,567			
510340	HEALTH INSURANCE	44,350	43,103	43,103	43,103	38,793			
510341	RETIREE HEALTH INSURANCE	12,466	12,466	12,466	12,466	12,466			
510350	DENTAL INSURANCE	2,592	2,238	2,238	2,238	2,238			
510351	UNFUNDED PENSION LIABILITY	2,377	2,377	2,377	2,377	2,377			
510360	LIFE INSURANCE	1,075	684	684	684	684			
510366	LT DISABILITY INSURANCE	338	-	-	-	-			
510400	WORKERS COMPENSATION	225	225	326	326	326			
521900	CONTRACTED SERVICE	100,000	100,000	100,000	100,000	50,000			
523110	OFFICE EQUIPMENT MAINTENANCE	1,500	1,515	1,515	1,515	1,500			
523121	PC REPAYMENT	-	-	-	-	-			
525120	TELEPHONE	850	850	850	850	850			
525125	MOBILE TELEPHONE	100	100	100	100	100			
525135	INTERNET	90	90	90	90	90			
526100	PUBLICATIONS & SUBSCRIPTIONS	400	200	200	200	200			
526125	CONFERENCES	1,000	1,000	1,000	1,000	1,000			
526130	TRAINING & EDUCATION	-	-	-	-	-			
527100	CAR ALLOWANCE	700	350	350	350	350			
527110	TRAVEL	1,000	500	500	500	500			
530100	OFFICE SUPPLIES	1,500	1,500	1,500	1,500	1,500			
530202	COMMUNITY RELATIONS	1,500	1,500	1,500	1,500	1,500			
	10112100 - MAYOR - TOTAL	453,369	426,735	426,836	426,836	366,511			
	10113100 - CITY CLERK								
510110	FULL TIME SALARIES - REGULAR	215,284	211,513	211,513	211,513	211,513			
510310	FICA	16,469	16,181	16,181	16,181	16,181			
510320	WI RETIREMENT FUND	13,549	13,566	13,566	13,566	13,566			
510340	HEALTH INSURANCE	42,162	26,066	47,413	47,413	42,672			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
510350	DENTAL INSURANCE	2,686	1,892	1,892	1,892	1,892			
510351	UNFUNDED PENSION LIABILITY	2,647	2,647	2,647	2,647	2,647			
510360	LIFE INSURANCE	1,084	619	619	619	619			
510366	LT DISABILITY INSURANCE	169	-	-	-	-			
510400	WORKERS COMPENSATION	207	207	299	299	299			
521420	REPRODUCTION SERVICES	16,000	16,000	16,000	16,000	16,000			
523110	OFFICE EQUIPMENT MAINTENANCE	9,830	9,930	9,930	9,930	9,830			
523120	COMPUTER MAINTENANCE	11,952	12,072	12,072	12,072	11,952			
523121	PC REPAYMENT	1,000	1,010	1,010	1,010	1,000			
523125	IS SERVICES	17,520	17,695	17,695	17,695	17,520			
525120	TELEPHONE	1,055	1,066	1,066	1,066	1,055			
525135	INTERNET	120	120	120	120	120			
526105	BOOKS - REFERENCE	200	200	200	200	200			
526110	PROFESSIONAL ORGANIZATIONS	350	355	355	355	380	380	90	290
526120	LICENSES & PERMITS	100	100	100	100	100			
526125	CONFERENCES	2,000	2,000	2,000	2,000	1,000	-	205	1,375
526130	TRAINING & EDUCATION	250	255	255	255	250			
526145	CODIFICATION SERVICES	9,800	9,900	9,900	9,900	8,000	5,430	4,070	5,320
526150	LEGAL NOTICES	12,000	12,000	12,000	12,000	12,000			
526155	FILING & RECORDING FEES	300	300	300	300	300			
527100	CAR ALLOWANCE	1,000	1,000	1,000	1,000	100			
530100	OFFICE SUPPLIES	5,125	5,175	5,175	5,175	5,125			
530110	PRINTING SUPPLIES	200	200	200	200	200			
	10113100 - CITY CLERK - TOTAL	383,059	362,069	383,508	383,508	374,521			
	10114100 - ELECTIONS								
510130	TEMPORARY SALARIES - REGULAR	164,400	54,000	54,000	54,000	50,000		24,393	49,438
510140	INTERDEPARTMENT LABOR - REGULAR	17,000	17,340	17,340	17,340	8,000		3,815	7,021
510310	FICA	1,924	1,950	1,950	1,950	1,950			
510320	WI RETIREMENT FUND	1,003	1,040	1,040	1,040	1,040			
510340	HEALTH INSURANCE	6,000	6,000	6,000	6,000	5,400			
510350	DENTAL INSURANCE	500	500	500	500				
510351	UNFUNDED PENSION LIABILITY	129	129	129	129	129			
510360	LIFE INSURANCE	35	35	35	35	35			
510400	WORKERS COMPENSATION	180	180	260	260	260			
523110	OFFICE EQUIPMENT MAINTENANCE	8,320	8,840	8,840	8,840	8,840			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
523120	COMPUTER MAINTENANCE	900	983	983	983	900			
524110	BUILDING EXTERIOR MAINTENANCE	11,200	2,800	2,800	2,800	2,800			
526130	TRAINING & EDUCATION	5,760	-	-	-	-			
526150	LEGAL NOTICES	120	175	175	175	175			
527100	CAR ALLOWANCE	900	900	900	900	200	27	-	-
528150	VEHICLE RENTAL	1,100	1,110	1,110	1,110	1,110			
530100	OFFICE SUPPLIES	17,500	10,000	10,000	10,000	10,000			
	10114100 - ELECTIONS - TOTAL	236,971	105,982	106,062	106,062	90,839			
	10115100 - FINANCE								
510110	FULL TIME SALARIES - REGULAR	353,548	336,665	336,665	336,665	336,665			
510310	FICA	27,969	25,755	25,755	25,755	25,755			
510320	WI RETIREMENT FUND	20,858	20,201	20,201	20,201	20,201			
510340	HEALTH INSURANCE	91,887	80,917	91,887	91,887	82,698			
510341	RETIREE HEALTH INSURANCE	-				-			
510350	DENTAL INSURANCE	5,427	4,814	4,814	4,814	4,814			
510351	UNFUNDED PENSION LIABILITY	6,349	6,349	6,349	6,349	6,349			
510360	LIFE INSURANCE	876	558	558	558	558			
510366	LT DISABILITY INSURANCE	169	-	-	-	-			
510400	WORKERS COMPENSATION	4,876	4,876	7,053	7,053	7,053			
510410	UNEMPLOYMENT COMPENSATION	-							
521100	BANKING FEES	8,000	5,000	5,000	5,000	5,000			
521790	ANIMAL CONTROL SERVICES	3,000	3,000	3,000	3,000	3,000			
521900	CONTRACTED SERVICES	3,000	3,000	3,000	3,000	3,000			
523110	OFFICE EQUIPMENT MAINTENANCE	2,000	2,000	2,000	2,000	1,800	240	60	1,754
523120	COMPUTER MAINTENANCE	10,000	10,000	10,000	10,000	10,000			
523121	PC REPAYMENT	102	102	102	102	102			
523125	IS SERVICES	175,000	175,000	175,000	175,000	175,000			
525120	TELEPHONE	2,000	2,000	2,000	2,000	2,000			
525125	MOBILE TELEPHONE	600	600	600	600	500	194	406	471
525135	INTERNET	210	210	210	210	210			
526105	BOOKS - REFERENCE	-				-			
526110	PROFESSIONAL ORGANIZATIONS	750	750	750	750	600	-	595	836
526125	CONFERENCES	2,000	2,000	2,000	2,000	1,500	420	1,631	88
526130	TRAINING & EDUCATION	1,200	1,200	1,200	1,200	500	-	-	432
526150	LEGAL NOTICES	250	250	250	250	200	13	158	43

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
527100	CAR ALLOWANCE	3,000	3,000	3,000	3,000	2,000	1,657	1,657	1,196
527110	TRAVEL	500	500	500	500	500			
530100	OFFICE SUPPLIES	20,000	20,000	20,000	20,000				
530110	PRINTING SUPPLIES	500	-	-	-	-			
530115	PAPER	400	400	400	400	300	-	355	-
530200	PROGRAM SUPPLIES	150	150	150	150	110	-	103	70
590250	TAX ROLL ADJUSTMENT	12,000	12,000	12,000	12,000	11,000	1,477	10,808	8,180
	10115100 - FINANCE - TOTAL	756,621	721,297	734,444	734,444	701,415			
	10115200 - PURCHASING								
510110	FULL TIME SALARIES - REGULAR	45,629	46,312	46,312	46,312	46,312			
510111	FULL TIME SALARIES - OVERTIME	1,000	-	-	-	-			
510310	FICA	3,491	3,543	3,543	3,543	3,543			
510320	WI RETIREMENT FUND	2,692	2,779	2,779	2,779	2,779			
510340	HEALTH INSURANCE	18,284	18,284	18,284	18,284	16,456			
510341	RETIREE HEALTH INSURANCE	12,466	12,466	12,466	12,466	12,466			
510350	DENTAL INSURANCE	1,123	990	990	990	990			
510351	UNFUNDED PENSION LIABILITY	1,606	1,606	1,606	1,606	1,606			
510360	LIFE INSURANCE	265	169	169	169	169			
510366	LT DISABILITY INSURANCE	169	-	-	-	-			
510400	WORKERS COMPENSATION	126	126	182	182	182			
521900	CONTRACTED SERVICES	57,000	57,570	57,570	57,570	57,000			
523110	OFFICE EQUIPMENT MAINTENANCE	-	-	-	-	-			
523120	COMPUTER MAINTENANCE	6,500	6,500	6,500	6,500	6,500			
525120	TELEPHONE	350	350	350	350	350			
525135	INTERNET	60	60	60	60	60			
526110	PROFESSIONAL ORGANIZATIONS	25	25	25	25	25			
526125	CONFERENCES	-	-	-	-	-			
527100	CAR ALLOWANCE	663	663	663	663				
527110	TRAVEL	-	-	-	-	-			
530100	OFFICE SUPPLIES	2,800	2,806	2,806	2,306	1,500	577	1,104	889
	10115200 - PURCHASING - TOTAL	154,249	154,249	154,305	153,805	149,938			
	10115220 - STOCKROOM								
510351	UNFUNDED PENSION LIABILITY	1,306	1,306	1,306	1,306	1,306			
525120	TELEPHONE	250	-	-	-	-			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
528150	VEHICLE RENTAL	-				-			
530100	OFFICE SUPPLIES	500	-	-	-	-			
530255	TOOLS & SMALL EQUIPMENT	300	-	-	-	-			
590260	INVENTORY ADJUSTMENT	3,000	3,000	3,000	3,000	3,000			
10115220	- STOCKROOM - TOTAL	5,356	4,306	4,306	4,306	4,306			
10116100	- CITY ASSESSOR								
510110	FULL TIME SALARIES - REGULAR	225,449	228,747	228,747	228,747	228,747			
510310	FICA	17,247	17,499	17,499	17,499	17,499			
510320	WI RETIREMENT FUND	13,302	13,725	13,725	13,725	13,725			
510340	HEALTH INSURANCE	73,134	54,851	54,851	54,851	49,366			
510350	DENTAL INSURANCE	4,433	3,962	3,962	3,962	3,962			
510351	UNFUNDED PENSION LIABILITY	4,598	4,598	4,598	4,598	4,598			
510360	LIFE INSURANCE	530	337	337	337	337			
510366	LT DISABILITY INSURANCE	169	-	-	-	-			
510400	WORKERS COMPENSATION	333	333	482	482	482			
510410	UNEMPLOYMENT COMPENSATION	-				-			
521900	CONTRACTED SERVICES	47,966	41,600	41,600	41,600	41,600			
523110	OFFICE EQUIPMENT MAINTENANCE	1,680	1,680	1,680	1,680	1,200	854	341	469
523120	COMPUTER MAINTENANCE	23,000	23,000	23,000	23,000	22,000	10,000	20,000	20,000
523125	IS SERVICES	14,000	14,000	14,000	14,000	14,000			
525120	TELEPHONE	1,500	1,500	1,500	1,500	1,550			
525125	MOBILE TELEPHONE	-	-	-	-	-			
525135	INTERNET	150	150	150	150	150			
526100	PUBLICATIONS & SUBSCRIPTIONS	1,450	1,450	1,450	1,450	450	109	259	219
526105	BOOKS - REFERENCE	500	500	500	500	200	150	-	67
526110	PROFESSIONAL ORGANIZATIONS	665	665	665	665	600	-	598	200
526125	CONFERENCES	2,000	2,000	2,000	2,000	1,500	435	1,425	1,383
527100	CAR ALLOWANCE	3,300	3,300	3,300	3,300	3,300			
527110	TRAVEL	800	800	800	800	800			
530100	OFFICE SUPPLIES	1,500	1,500	1,500	1,500	1,500			
530115	PAPER	300	300	300	300	200	-	-	195
642200	IT EQUIPMENT	3,200	3,200	3,200	3,200	3,200			
10116100	- CITY ASSESSOR - TOTAL	441,206	419,697	419,846	419,846	410,966			
10118100	- HUMAN RESOURCES								

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
510110	FULL TIME SALARIES - REGULAR	79,456	78,549	78,549	78,549	78,549			
510310	FICA	6,079	6,009	6,009	6,009	6,009			
510320	WI RETIREMENT FUND	4,688	4,713	4,713	4,713	4,713			
510340	HEALTH INSURANCE	21,940	12,799	21,941	21,941	19,747			
510350	DENTAL INSURANCE	1,347	1,189	1,189	1,189	1,189			
510351	UNFUNDED PENSION LIABILITY	2,838	2,838	2,838	2,838	2,838			
510360	LIFE INSURANCE	191	107	107	107	107			
510366	LT DISABILITY INSURANCE	203	-	-	-				
510400	WORKERS COMPENSATION	601	601	869	869	869			
510410	UNEMPLOYMENT COMPENSATION	-							
521210	NEGOTIATION & ARBITRATION SERVICE	35,000	35,000	35,000	35,000	35,000			
521400	ADVERTISING & MARKETING	10,000	10,000	10,000	10,000	7,000	3,836	3,882	1,774
521900	CONTRACTED SERVICES	38,000	38,000	38,000	38,000	25,000	1,445		
523110	OFFICE EQUIPMENT MAINTENANCE	-	500	500	500	500			
523120	COMPUTER MAINTENANCE	7,000	7,000	7,000	7,000	7,000			
523125	IS SERVICES	17,500	17,500	17,500	17,500	17,500			
525120	TELEPHONE	1,200	1,200	1,200	1,200	1,200			
525125	MOBILE TELEPHONE	300	300	300	300	300			
525135	INTERNET	120	120	120	120	90	90	90	90
526110	PROFESSIONAL ORGANIZATIONS	1,500	1,500	1,500	1,500	1,500			
526130	TRAINING & EDUCATION	10,000	10,100	10,100	10,100	5,000	90	86	3,856
527100	CAR ALLOWANCE	2,500	1,500	1,500	1,500	1,500			
527110	TRAVEL	3,000	1,030	1,030	1,030	1,030			
530100	OFFICE SUPPLIES	4,000	400	400	400	4,000	1,900	5,455	3,578
	10118100 - HUMAN RESOURCES	247,463	230,955	240,365	240,365	220,641			
	10119100 - LEGAL								
510110	FULL TIME SALARIES - REGULAR	260,051	264,414	264,414	264,414	264,414			
510111	FULL TIME SALARIES - OVERTIME	-				-			
510310	FICA	19,898	20,227	20,227	20,227	20,227			
510320	WI RETIREMENT FUND	16,066	17,011	17,011	17,011	17,011			
510340	HEALTH INSURANCE	73,134	73,134	73,134	73,134	65,821			
510341	RETIREE HEALTH INSURANCE	-	-	-	-	-			
510350	DENTAL INSURANCE	4,491	3,962	3,962	3,962	3,962			
510351	UNFUNDED PENSION LIABILITY	3,739	3,739	3,739	3,739	3,739			
510360	LIFE INSURANCE	1,085	691	691	691	691			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
510366	LT DISABILITY INSURANCE	508	-	-	-	-			
510400	WORKERS COMPENSATION	279	279	404	404	404			
521205	WITNESS FEES	1,500	1,500	1,500	1,500	1,500			
521900	CONTRACTED SERVICES	2,567	2,593	2,593	2,688	2,567			
523110	OFFICE EQUIPMENT MAINTENANCE	2,284	2,284	2,284	2,284	1,500	1,313	1,321	1,224
523120	COMPUTER MAINTENANCE	1,638	1,638	1,638	1,638	1,638			
523121	PC REPAYMENT	595	601	601	601	595			
523125	IS SERVICES	17,500	17,675	17,675	17,675	17,500			
525120	TELEPHONE	1,300	1,300	1,300	1,300	1,300			
525135	INTERNET	120	120	120	120	120			
526105	BOOKS - REFERENCE	8,300	8,300	8,300	8,300	8,300			
526110	PROFESSIONAL ORGANIZATIONS	695	700	700	700	700			
526120	LICENSES & PERMITS	1,084	1,095	1,095	1,095	1,084			
526125	CONFERENCES	2,100	2,120	2,120	2,120	2,100			
526130	TRAINING & EDUCATION	600	600	600	600	600			
526155	FILING & RECORDING FEES	-	-	-	-	-			
527100	CAR ALLOWANCE	1,044	1,054	1,054	1,054	1,000	994	994	994
527110	TRAVEL	500	500	500	500	500			
530100	OFFICE SUPPLIES	3,000	3,000	3,000	3,000	2,700	1,708	2,514	2,431
530110	PRINTING SUPPLIES	610	610	610	610	500	108	408	17
530115	PAPER	203	203	203	203	140	-	110	86
590400	JUDGMENTS & SETTLEMENT EXPENSE	3,600	3,600	3,600	3,600	2,000	170	1,352	1,260
10119100	- LEGAL - TOTAL	428,491	432,950	433,075	433,170	422,613			
10119990	- GENERAL GOVT EMPLOYEE BENEFIT								
510110	FULL TIME SALARIES - REGULAR	215,891	215,891	215,891	215,891	215,891			
510310	FICA	28,313	28,313	28,313	28,313	28,313			
510320	WI RETIREMENT FUND	17,696	17,696	17,696	227,696	227,696			
510340	HEALTH INSURANCE	48,211	48,211	48,211	48,211	43,390			
510410	UNEMPLOYMENT COMPENSATION	35,000	35,000	35,000	35,000	35,000			
521560	MEDICAL SERVICES	500	500	500	-	-			
530260	SAFETY SUPPLIES	1,800	1,800	1,800	800	300	51	276	87
10119990	- GEN GOVT EMPLOYEE BENEFIT-TOTAL	347,411	347,411	347,411	555,911	550,590			
10121100	- POLICE DEPARTMENT - ADMINISTRATION								
510110	FULL TIME SALARIES - REGULAR	711,250	728,765	728,765	728,765	728,765			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
510111	FULL TIME SALARIES - OVERTIME	25,000	25,000	25,000	25,000	22,000	3,330	22,850	16,000
510310	FICA	56,323	57,664	57,664	57,664	57,664			
510320	WI RETIREMENT FUND	97,176	95,689	95,689	95,689	95,689			
510340	HEALTH INSURANCE	198,224	161,834	199,392	199,392	179,453			
510341	RETIREE HEALTH INSURANCE	75,125	59,935	59,935	59,935	53,942			
510350	DENTAL INSURANCE	11,725	11,738	11,738	11,738	11,738			
510351	UNFUNDED PENSION LIABILITY	22,089	22,089	22,089	22,089	22,089			
510360	LIFE INSURANCE	1,910	1,278	1,278	1,278	1,278			
510366	LT DISABILITY INSURANCE	338	-	-	-	-			
510400	WORKERS COMPENSATION	5,533	5,533	8,003	8,003	8,003			
510490	CLOTHING ALLOWANCE	2,000	2,000	2,000	1,500	1,500			
521207	SURETY BONDS	100	100	100	100	100			
521560	MEDICAL SERVICES	7,000	7,000	7,000	7,000	7,000			
521564	LABORATORY FEES	3,000	3,000	3,000	3,000	2,500	1,038	2,485	1,343
521800	PROGRAM SERVICES	1,000	1,000	1,000	1,000	750	-	-	786
521900	CONTRACTED SERVICES	18,000	18,000	18,000	18,000	18,000			
523110	OFFICE EQUIPMENT MAINTENANCE	12,000	12,000	12,000	12,000	1,200			
523120	COMPUTER MAINTENANCE	112,893	113,000	113,000	113,000	110,000	87,000	100,109	87,502
523121	PC REPAYMENT	3,148	3,179	3,179	3,179	3,148			
523125	IS SERVICES	168,000	169,680	169,680	169,680	169,680			
523210	SAFETY EQUIPMENT MAINTENANCE	2,000	2,000	2,000	2,000	2,000			
523310	COMMUNICATION EQUIPMENT MAINTENANCE	20,000	20,000	20,000	20,000	23,000	13,173	22,900	22,064
524124	HEATING & VENTILATION MAINTENANCE	4,000	4,000	4,000	3,000	3,000			
525100	ELECTRIC	1,500	1,500	1,500	1,500	1,200	380	776	1,084
525120	TELEPHONE	36,000	36,000	36,000	33,000	32,000	21,538	27,880	24,083
525125	MOBILE TELEPHONE	23,000	23,000	23,000	23,000	23,000			
525135	INTERNET	3,600	3,636	3,636	3,636	3,000	3,000	3,000	3,000
526100	PUBLICATIONS & SUBSCRIPTIONS	450	450	450	450	300	70	29	283
526110	PROFESSIONAL ORGANIZATIONS	2,000	2,000	2,000	2,000	2,000			
526120	LICENSES & PERMITS	100	100	100	100	50	10	20	40
526130	TRAINING & EDUCATION	42,000	42,000	42,000	42,000	42,000			
526133	TUITION & COURSEWORK	3,000	3,000	3,000	3,000	1,500	100	200	500
527110	TRAVEL	1,000	1,000	1,000	500	500			
528150	VEHICLE RENTAL	10,050	10,050	10,050	10,050	10,050			
530100	OFFICE SUPPLIES	23,004	23,000	23,000	21,000	21,000			
530110	PRINTING SUPPLIES	4,500	4,500	4,500	4,500	4,500			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
530115	PAPER	8,000	8,000	8,000	6,000	6,000			
530200	PROGRAM SUPPLIES	17,000	17,000	17,000	17,500	17,500			
530210	OPERATING SUPPLIES	32,000	32,000	32,000	32,000	30,000	11,683	27,582	25,931
530215	MEDICAL SUPPLIES	1,000	1,000	1,000	1,000	1,000			
530255	TOOLS & SMALL EQUIPMENT	1,000	1,000	1,000	1,000	1,000			
530256	SAFETY EQUIPMENT	500	500	500	-	-			
642200	IT SOFTWARE	30,000	-	-	-	-			
649100	OTHER EQUIPMENT	8,100	8,100	8,100	8,100	8,100			
	10121100 - POLICE DEPARTMENT - ADM - TOTAL	1,805,638	1,742,320	1,782,348	1,773,348	1,727,198			
	10121120 - POLICE DEPARTMENT - PATROL								
510110	FULL TIME SALARIES - REGULAR	4,049,033	4,200,950	4,200,950	4,200,950	4,200,950			
510111	FULL TIME SALARIES - OVERTIME	260,000	265,000	265,000	265,000	300,000	165,000	312,000	261,700
510130	TEMPORARY SALARIES - REGULAR	20,000	20,000	20,000	20,000	20,000			
510310	FICA	331,171	343,176	343,176	343,176	343,176			
510320	WI RETIREMENT FUND	713,657	519,515	519,515	519,515	519,515			
510340	HEALTH INSURANCE	996,462	892,806	1,006,694	1,006,694	906,025			
510350	DENTAL INSURANCE	53,651	53,092	53,092	53,092	53,092			
510351	UNFUNDED PENSION LIABILITY	93,226	93,226	93,226	93,226	93,226			
510360	LIFE INSURANCE	5,676	5,427	5,427	5,427	5,427			
510400	WORKERS COMPENSATION	54,368	54,368	78,641	78,641	78,641			
510490	CLOTHING ALLOWANCE	48,000	48,000	48,000	48,000	48,000			
530550	TACTICAL TEAM SUPPLIES & SMALL	1,000	1,000	1,000	1,000	1,000			
	10121120-POLICE DEPARTMENT-PATROL - TOTAL	6,626,244	6,496,560	6,634,721	6,634,721	6,569,052			
	10121130 - POLICE DEPARTMENT - COMMUNICATIONS								
510110	FULL TIME SALARIES - REGULAR	717,218	700,988	700,988	700,988	700,988			
510111	FULL TIME SALARIES - OVERTIME	22,063	22,504	22,504	22,504	30,000	13,341	50,214	35,776
510310	FICA	56,538	55,348	55,348	55,348	55,348			
510320	WI RETIREMENT FUND	43,605	43,409	43,409	43,409	43,409			
510340	HEALTH INSURANCE	192,321	159,116	200,106	200,106	180,095			
510350	DENTAL INSURANCE	12,362	11,668	11,668	11,668	11,668			
510351	UNFUNDED PENSION LIABILITY	10,618	10,618	10,618	10,618	10,618			
510360	LIFE INSURANCE	1,910	1,003	1,003	1,003	1,003			
510400	WORKERS COMPENSATION	873	873	1,263	1,263	1,263			
521550	TRANSLATIVE SERVICES	620	620	620	620	200	110	69	75

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
523110	OFFICE EQUIPMENT MAINTENANCE	11,706	11,800	11,800	11,800	11,800			
523125	COMPUTER MAINTENANCE	24,142	24,142	24,142	24,142	24,141			
526130	TRAINING & EDUCATION	5,000	5,000	5,000	5,000	4,000	90	3,936	2,894
530100	OFFICE SUPPLIES	850	850	850	850	700	37	646	-
530210	OPERATING SUPPLIES	500	500	500	500	500			
530256	SAFETY EQUIPMENT	12,300	12,300	12,300	12,300	12,300			
642200	IT EQUIPMENT	7,500	7,500	7,500	7,500	7,500			
	10121130 - POLICE - COMMUNICATIONS - TOTAL	1,120,126	1,068,239	1,109,619	1,109,619	1,095,533			
	10121140 - POLICE DEPARTMENT - FLEET MAINTENANCE								
510110	FULL TIME SALARIES - REGULAR	55,695	56,431	56,431	56,431	56,431			
510111	FULL TIME SALARIES - OVERTIME	500	500	500	500	-	-	-	-
510310	FICA	4,300	4,355	4,355	4,355	4,355			
510320	WI RETIREMENT FUND	3,316	3,416	3,416	3,416	3,416			
510340	HEALTH INSURANCE	7,783	7,783	7,783	7,783	7,005			
510350	DENTAL INSURANCE	333	258	258	258	258			
510351	UNFUNDED PENSION LIABILITY	1,305	1,305	1,305	1,305	1,305			
510360	LIFE INSURANCE	98	62	62	62	62			
510400	WORKERS COMPENSATION	1,763	1,763	2,550	2,550	2,550			
522110	VEHICLE MAINTENANCE	51,000	51,500	51,500	51,500	51,000			
530230	GASOLINE	192,000	193,000	193,000	193,000	190,000	103,467	180,243	106,359
530245	OILS & LUBRICANTS	3,000	3,000	3,000	3,000	3,000			
540210	INSURANCE DEDUCTIBLE	10,000	10,000	10,000	10,000	10,000			
994000	VEHICLES	-	-	160,000	160,000	160,000			
	10121140-POLICE-FLEET MAINTENANCE-TOTAL	331,093	333,373	494,160	494,160	489,382			
	10121150 - POLICE DEPARTMENT - PARKING ENFORCEMENTS								
510110	FULL TIME SALARIES - REGULAR	90,845	92,006	92,006	92,006	92,006			
510111	FULL TIME SALARIES - OVERTIME	525	1,000	1,000	1,000	500	217	-	-
510310	FICA	6,990	7,115	7,115	7,115	7,115			
510320	WI RETIREMENT FUND	5,391	5,580	5,580	5,580	5,580			
510340	HEALTH INSURANCE	36,567	36,567	36,567	36,567	32,910			
510350	DENTAL INSURANCE	2,207	1,981	1,981	1,981	1,981			
510351	UNFUNDED PENSION LIABILITY	589	589	589	589	589			
510360	LIFE INSURANCE	154	98	98	98	98			
510400	WORKERS COMPENSATION	1,601	1,601	2,316	2,316	2,316			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
521900	CONTRACTED SERVICES	5,500	4,000	4,000	4,000	4,000			
539999	MISCELLANEOUS EXPENSE	5,000	5,000	5,000	3,000	2,000	1,261	1,313	1,499
	10121150-POLICE-PARKING ENFORCE-TOTAL	155,369	155,537	156,252	154,252	149,095			
	10121160 - POLICE DEPARTMENT - FACILITIES								
521900	CONTRACTED SERVICES	6,500	6,500	6,500	6,500	6,500			
523120	COMPUTER MAINTENANCE	9,301	9,301	9,301	9,301	9,000	-	-	3,100
524110	BUILDING EXTERIOR MAINTENANCE	17,800	18,000	18,000	18,000	10,000	3,675	2,847	3,029
524130	CUSTODIAL SERVICES	51,534	51,840	51,840	51,840	51,840			
524135	JANITORIAL SERVICES	4,000	4,000	4,000	4,000	4,000			
525100	ELECTRIC	50,000	50,500	50,500	50,500	50,000			
525105	WATER	1,000	1,200	1,200	1,200	1,200			
525110	SEWER	1,000	1,000	1,000	1,000	1,000			
525115	STORM WATER	200	100	100	-	-			
525140	GAS - UTILITY	27,000	27,000	27,000	25,000	24,000	11,537	20,347	22,812
530255	TOOLS & SMALL EQUIPMENT	300	300	300	300	300			
	10121160 - POLICE DEPT - FACILITIES - TOTAL	168,635	169,741	169,741	167,641	157,840			
	10121200 - POLICE DEPARTMENT - CRIMINAL INVESTIGATION								
510110	FULL TIME SALARIES - REGULAR	1,117,663	1,191,655	1,191,655	1,191,655	1,191,655			
510111	FULL TIME SALARIES - OVERTIME	97,705	99,000	99,000	99,000	85,000	40,073	56,354	51,159
510310	FICA	91,457	98,736	98,736	98,736	98,736			
510320	WI RETIREMENT FUND	195,025	144,237	144,237	144,237	144,237			
510340	HEALTH INSURANCE	294,328	282,036	300,320	300,320	270,288			
510350	DENTAL INSURANCE	17,170	16,945	16,945	16,945	16,945			
510351	UNFUNDED PENSION LIABILITY	25,248	25,248	25,248	25,248	25,248			
510360	LIFE INSURANCE	1,690	1,555	1,555	1,555	1,555			
510400	WORKERS COMPENSATION	15,592	15,592	22,553	22,553	22,553			
510490	CLOTHING ALLOWANCE	9,000	9,000	9,000	9,000	9,000			
521730	INVESTIGATIVE SERVICES	1,000	2,000	2,000	2,000	1,000	-	466	599
521800	PROGRAM SERVICES	11,500	11,000	11,000	11,000	11,000			
526105	BOOKS - REFERENCE	500	-	-	-	-			
526110	PROFESSIONAL ORGANIZATIONS	400	400	400	400	400			
526133	TUITION & COURSEWORK	500	500	500	500	100	-	-	10
527100	CAR ALLOWANCE	2,000	2,500	2,500	2,500	2,500			
527110	TRAVEL	1,000	1,000	1,000	1,000	1,000			

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530127	AUDIO VISUAL SUPPLIES	5,000	5,000	5,000	5,000	5,000			
530200	PROGRAM SUPPLIES	1,000	1,000	1,000	1,000	800	-	621	-
530210	OPERATING SUPPLIES	4,600	5,100	5,100	5,100	4,600			
	10121200 - POLICE - CRIMINAL INVEST - TOTAL	1,892,378	1,912,504	1,937,749	1,937,749	1,891,617			
	10122100 - FIRE DEPARTMENT								
510110	FULL TIME SALARIES - REGULAR	4,711,788	4,709,198	4,709,198	4,715,198	4,715,198			
510111	FULL TIME SALARIES - OVERTIME	45,000	46,013	46,013	58,013	58,013			
510167	EARLY RETIREMENT INCENTIVE	39,607	-	-	-	-			
510310	FICA	66,982	66,298	66,298	66,559	66,559			
510320	WI RETIREMENT FUND	683,687	678,260	678,260	680,762	680,762			
510340	HEALTH INSURANCE	1,163,699	1,075,641	1,137,571	1,137,571	1,023,814			
510341	RETIREE HEALTH INSURANCE	189,277	125,112	125,112	125,112	112,601			
510350	DENTAL INSURANCE	64,821	64,795	64,795	64,795	64,795			
510351	UNFUNDED PENSION LIABILITY	117,740	117,740	117,740	117,740	117,740			
510360	LIFE INSURANCE	9,334	7,400	7,400	7,400	7,400			
510366	LT DISABILITY INSURANCE	1,184	-	-	-	-			
510400	WORKERS COMPENSATION	85,363	85,363	123,475	123,475	123,475			
510490	CLOTHING ALLOWANCE	12,863	12,863	12,863	12,863	12,863			
521560	MEDICAL SERVICES	8,000	8,080	8,080	8,080	8,000			
521564	LABORATORY FEES	1,800	1,818	1,818	1,818	1,818			
521800	PROGRAM SERVICES	2,000	2,000	2,000	2,000	1,600	1,172	1,464	1,112
521900	CONTRACTED SERVICES	1,500	1,515	1,515	1,515	800	107	427	800
522110	VEHICLE MAINTENANCE	30,000	30,300	30,300	30,300	25,000	9,156	23,957	17,724
522150	WATERCRAFT MAINTENANCE	600	1,000	1,000	1,000	1,000			
523110	OFFICE EQUIPMENT MAINTENANCE	1,600	1,600	1,600	1,600	1,600			
523120	COMPUTER MAINTENANCE	9,755	9,853	9,853	9,853	9,853			
523121	PC REPAYMENT	383	383	383	383	383			
523122	SOFTWARE MAINTENANCE	4,800	4,800	4,800	4,800	4,800			
523125	IT SERVICES	168,000	169,680	169,680	169,680	169,680			
523310	COMMUNICATION EQUIPMENT MAINTENANCE	2,000	2,020	2,020	2,020	1,500	417	1,477	-
524110	BUILDING EXTERIOR MAINTENANCE	19,992	20,000	20,000	20,000	16,500	9,001	12,468	8,595
524135	JANITORIAL SERVICES	7,200	7,272	7,272	7,272	7,200			
524220	SNOW REMOVAL SERVICES	500	500	500	500	500			
525100	ELECTRIC	34,000	34,000	34,000	34,000	34,000			
525105	WATER	2,000	2,020	2,020	2,020	2,000			

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525110	SEWER	1,700	1,717	1,717	1,717	1,700			
525120	TELEPHONE	7,800	7,800	7,800	7,800	7,800			
525125	MOBILE TELEPHONE	9,240	10,000	10,000	10,000	10,000			
525135	INTERNET	720	727	727	727	720			
525140	GAS - UTILITY	26,000	25,000	25,000	25,000	23,000	9,829	15,997	20,897
526100	PUBLICATIONS & SUBSCRIPTIONS	400	400	400	400	200	-	-	198
526105	BOOKS - REFERENCE	500	750	750	750	750			
526110	PROFESSIONAL ORGANIZATIONS	1,500	1,500	1,500	1,500	1,000	353	-	850
526125	CONFERENCES	1,000	1,010	1,010	1,010	1,000			
526130	TRAINING & EDUCATION	9,600	9,696	9,696	9,696	9,600			
526145	CODIFICATION SERVICES	850	850	850	850	850			
527110	TRAVEL	840	1,000	1,000	1,000	500	-	-	267
528150	VEHICLE RENTAL	250	250	250	250	250			
530100	OFFICE SUPPLIES	9,600	9,600	9,600	8,600	6,000	1,383	5,366	2,857
530200	PROGRAM SUPPLIES	500	1,000	1,000	1,000	500	34	176	193
530230	GASOLINE	24,096	27,000	27,000	27,000	27,000			
530245	OILS & LUBRICANTS	3,000	1,500	1,500	1,500	1,500			
530255	TOOLS & SMALL EQUIPMENT	900	750	750	750	750			
530256	SAFETY EQUIPMENT	8,500	8,585	8,585	8,585	7,500	491	6,842	6,796
530500	FIRE FIGHTING SUPPLIES & SMALL	12,000	12,120	12,120	12,120	12,000			
531105	HAZARDOUS MATERIAL DISPOSAL	500	500	500	500	500			
540210	INSURANCE DEDUCTIBLE	100	100	100	100	100			
590255	SPECIAL ASSESSMENTS	401	405	405	405	405			
649100	OTHER EQUIPMENT	13,000	13,130	13,130	13,130	13,130			
10122100 - FIRE DEPARTMENT - TOTAL		7,618,472	7,420,914	7,520,956	7,540,719	7,396,209			
10123100 - BUILDING INSPECTION									
510110	FULL TIME SALARIES - REGULAR	269,695	271,846	271,846	271,846	271,846			
510111	FULL TIME SALARIES - OVERTIME	1,000	1,000	1,000	1,000	3,400	1,653	3,347	3,338
510310	FICA	20,709	20,873	20,873	20,873	20,873			
510320	WI RETIREMENT FUND	15,971	16,370	16,370	16,370	16,370			
510340	HEALTH INSURANCE	73,134	56,000	56,000	56,000	50,400			
510350	DENTAL INSURANCE	4,413	3,318	3,318	3,318	3,318			
510351	UNFUNDED PENSION LIABILITY	5,787	5,787	5,787	5,787	5,787			
510360	LIFE INSURANCE	1,225	673	673	673	673			
510400	WORKERS COMPENSATION	6,676	6,676	9,657	9,657	9,657			

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521900	CONTRACTED SERVICES	22,000	22,220	22,220	22,220	22,220			
523110	OFFICE EQUIPMENT MAINTENANCE	1,700	1,717	1,717	1,717	1,717			
523120	COMPUTER MAINTENANCE	7,019	7,089	7,089	7,089	7,019			
523121	PC REPAYMENT	354	358	358	358	354			
523125	IS SERVICES	17,500	17,675	17,675	17,675	17,500			
523310	COMMUNICATION EQUIPMENT MAINTENANCE	150	150	150	150	150			
525120	TELEPHONE	2,000	2,020	2,020	2,020	2,000			
525135	INTERNET	180	180	180	180	180			
526105	BOOKS - REFERENCE	1,150	1,150	1,150	1,150	900	-	801	610
526110	PROFESSIONAL ORGANIZATIONS	140	140	140	140	140			
526120	LICENSES & PERMITS	1,080	1,080	1,080	1,080	1,080			
526125	CONFERENCES	1,600	1,600	1,600	1,600	1,000	16	180	1,120
526130	TRAINING & EDUCATION	1,500	1,515	1,515	1,515	1,500			
526150	LEGAL NOTICES	108	900	900	900	900			
527100	CAR ALLOWANCE	8,500	-	-	-	-			
527110	TRAVEL	1,200	1,200	1,200	1,200	1,000	131	1,006	923
528150	VEHICLE RENTAL	-	8,585	8,585	8,585	8,585			
530100	OFFICE SUPPLIES	4,000	4,540	4,540	4,540	4,540			
530110	PRINTING SUPPLIES	250	250	250	250	250			
530115	PAPER	250	250	250	250	250			
530255	TOOLS & SMALL EQUIPMENT	75	75	75	75	75			
530260	SAFETY SUPPLIES	400	400	400	400	-	-	-	-
530275	SIGNAGE	2,500	2,525	2,525	2,525	2,500			
	10123100 - BUILDING INSPECTION - TOTAL	472,266	458,162	461,143	461,143	456,184			
	10124100 - EMERGENCY OPERATIONS CENTER								
525120	TELEPHONE	1,875	1,875	1,875	1,875	1,875			
	10124100 - EMERGENCY OPER CENTER - TOTAL	1,875	1,875	1,875	1,875	1,875			
	10125100 - CIVIL DEFENSE								
510140	INTERDEPARTMENT LABOR - REGULAR	5,000	5,000	5,000	5,000	5,000			
510310	FICA	383	383	383	383	383			
510320	WI RETIREMENT FUND	295	300	300	300	300			
510340	HEALTH INSURANCE	1,000	1,000	1,000	1,000	900			
510350	DENTAL INSURANCE	100	100	100	100	100			
510351	UNFUNDED PENSION LIABILITY	7	7	7	7	7			

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510360	LIFE INSURANCE	20	20	20	20	20			
525100	ELECTRIC	400	400	400	300	300			
525120	TELEPHONE	4,300	4,300	4,300	4,300	4,300			
528150	VEHICLE RENTAL	250	250	250	250	250			
530256	SAFETY EQUIPMENT	750	750	750	750	750			
	10125100 - CIVIL DEFENSE - TOTAL	12,505	12,510	12,510	12,410	12,310			
	10131100 - DEPARTMENT OF PUBLIC WORKS								
510110	FULL TIME SALARIES - REGULAR	139,002	118,107	118,107	118,107	118,107			
510111	FULL TIME SALARIES - OVERTIME	1,000	1,020	1,020	1,020	1,000			
510310	FICA	10,710	9,113	9,113	9,113	9,113			
510320	WI RETIREMENT FUND	8,260	7,147	7,147	7,147	7,147			
510340	HEALTH INSURANCE	36,567	31,996	31,996	31,996	28,796			
510341	RETIREE HEALTH INSURANCE	10,969	12,466	12,466	12,466	11,219			
510350	DENTAL INSURANCE	2,245	2,856	2,856	2,856	2,856			
510351	UNFUNDED PENSION LIABILITY	3,573	3,573	3,573	3,573	3,573			
510360	LIFE INSURANCE	224	111	111	111	111			
510366	LT DISABILITY INSURANCE	339	-	-	-	-			
510400	WORKERS COMPENSATION	261	261	378	378	378			
521900	CONTRACTED SERVICES	5,000	5,000	5,000	5,000	5,000			
523110	OFFICE EQUIPMENT MAINTENANCE	2,250	2,273	2,273	2,273	2,273			
523125	IT SERVICES	42,000	42,420	42,420	42,420	42,420			
525120	TELEPHONE	1,400	1,400	1,400	1,400	1,400			
525125	MOBILE TELEPHONE	900	900	900	900	900			
525135	INTERNET	90	90	90	90	90			
526100	PUBLICATIONS & SUBSCRIPTIONS	200	200	200	200	200			
526105	BOOKS - REFERENCE	200	200	200	200	-	-	-	30
526110	PROFESSIONAL ORGANIZATIONS	1,500	1,500	1,500	1,500	1,350	1,330	1,322	1,333
526125	CONFERENCES	1,500	1,500	1,500	1,500	1,500			
527110	TRAVEL	2,000	2,000	2,000	2,000	500	-	100	522
528150	VEHICLE RENTAL	14,000	14,140	14,140	14,140	1,410			
530100	OFFICE SUPPLIES	5,000	5,000	5,000	5,000	5,000			
	10131100-DEPT OF PUBLIC WORKS-TOTAL	289,190	263,273	263,390	263,390	244,344			
	10132100 - ENGINEERING								
510110	FULL TIME SALARIES - REGULAR	234,025	295,251	295,251	295,251	295,251			

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510310	FICA	17,904	22,587	22,587	22,587	22,587			
510320	WI RETIREMENT FUND	13,808	17,715	17,715	17,715	17,715			
510340	HEALTH INSURANCE	51,545	74,400	74,400	74,400	66,960			
510350	DENTAL INSURANCE	3,038	3,907	3,907	3,907	3,907			
510351	UNFUNDED PENSION LIABILITY	7,575	7,575	7,575	7,575	7,575			
510360	LIFE INSURANCE	670	485	485	485	485			
510366	LT DISABILITY INSURANCE	296	-	-	-	-			
510400	WORKERS COMPENSATION	9,267	9,267	13,404	13,404	13,404			
523110	OFFICE EQUIPMENT MAINTENANCE	1,300	1,313	1,313	1,313	1,200	-	370	850
523120	COMPUTER MAINTENANCE	1,000	1,010	1,010	1,010	900	225	785	450
523125	IT SERVICES	35,000	35,350	35,350	35,350	35,350			
523310	COMMUNICATION EQUIPMENT MAINTENANCE	8,000	8,000	8,000	8,000	8,000			
525120	TELEPHONE	2,500	2,500	2,500	2,500	2,500			
525125	MOBILE TELEPHONE	650	650	650	650	650			
525135	INTERNET	270	270	270	270	150	150	150	270
526120	LICENSES & PERMITS	200	200	200	200	200			
526130	TRAINING & EDUCATION	2,000	2,000	2,000	2,000	2,000			
527100	CAR ALLOWANCE	3,000	3,000	3,000	3,000	2,500	72	1,147	5,520
527110	TRAVEL	1,000	1,000	1,000	1,000	500	-	219	-
530100	OFFICE SUPPLIES	6,900	6,900	6,900	6,900	6,900			
530255	TOOLS & SMALL EQUIPMENT	1,000	1,000	1,000	1,000	800	142	228	760
530260	SAFETY SUPPLIES	250	250	250	200	-	-	-	-
10132100 - ENGINEERING - TOTAL		401,198	494,630	498,767	498,717	489,534			
10133100 - STREETS DEPARTMENT ADMIN									
510110	FULL TIME SALARIES - REGULAR	208,295	231,662	231,662	231,662	231,662			
510111	FULL TIME SALARIES - OVERTIME	1,000	1,020	1,020	1,020	1,000			
510310	FICA	16,011	17,800	17,800	17,800	17,800			
510320	WI RETIREMENT FUND	12,348	13,961	13,961	13,961	13,961			
510340	HEALTH INSURANCE	50,280	55,765	74,049	74,049	66,644			
510341	RETIREE HEALTH INSURANCE	36,317	34,585	34,585	34,585	31,127			
510350	DENTAL INSURANCE	3,072	3,021	3,021	3,021	3,021			
510351	UNFUNDED PENSION LIABILITY	4,067	4,067	4,067	4,067	4,067			
510360	LIFE INSURANCE	700	383	383	383	383			
510366	LT DISABILITY INSURANCE	169	-	-	-	-			
510400	WORKERS COMPENSATION	5,542	5,542	8,016	8,016	8,016			

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523110	OFFICE EQUIPMENT MAINTENANCE	3,600	3,636	3,636	3,636	3,600			
525135	INTERNET	600	600	600	600	600			
528150	VEHICLE RENTAL	2,250	2,250	2,250	2,250	2,250			
530100	OFFICE SUPPLIES	5,000	5,000	5,000	5,000	5,000			
530260	SAFETY SUPPLIES	200	200	200	150	150			
	10133100-STREETS-MSB ADMINISTRATION-TOTAL	349,451	379,492	400,250	400,200	389,281			
	10133140 - STREETS DEPARTMENT - STREETS/ALLEYS								
510110	FULL TIME SALARIES - REGULAR	357,566	303,228	303,228	303,228	303,228			
510111	FULL TIME SALARIES - OVERTIME	6,000	6,120	6,120	6,120	6,000			
510167	EARLY RETIREMENT INCENTIVE	15,470	-	-	-	-			
510310	FICA	27,812	27,572	27,572	27,572	27,572			
510320	WI RETIREMENT FUND	21,440	21,625	21,625	21,625	21,625			
510340	HEALTH INSURANCE	124,941	117,484	136,759	136,759	123,083			
510341	RETIREE HEALTH INSURANCE	8,844	7,701	7,701	7,701	6,931			
510350	DENTAL INSURANCE	7,008	6,933	6,933	6,933	6,933			
510351	UNFUNDED PENSION LIABILITY	7,515	7,515	7,515	7,515	7,515			
510360	LIFE INSURANCE	1,061	380	380	380	380			
510400	WORKERS COMPENSATION	13,540	13,540	19,585	19,585	19,585			
521900	CONTRACTED SERVICES	20,000	20,000	31,070	31,070	20,000			
523121	PC REPAYMENT	692	700	700	700	700			
528150	VEHICLE RENTAL	145,000	150,000	150,000	150,000	150,000			
530255	TOOLS & SMALL EQUIPMENT	4,000	4,000	4,000	4,000	4,000			
530290	CONSTRUCTION MATERIALS	50,000	100,000	100,000	150,000	150,000			
530295	LANDSCAPING SUPPLIES	-	-	-	-	-			
	10133140 - STREETS - STREETS/ALLEYS - TOTAL	810,889	786,798	823,188	873,188	847,552			
	10133150 - STREETS DEPARTMENT - STORM DRAINAGE								
510110	FULL TIME SALARIES - REGULAR	199,861	293,795	293,795	293,795	293,795			
510111	FULL TIME SALARIES - OVERTIME	30,000	30,600	30,600	30,600	25,000	4,997	31,381	16,711
510310	FICA	17,584	24,816	24,816	24,816	24,816			
510320	WI RETIREMENT FUND	13,562	19,464	19,464	19,464	19,464			
510340	HEALTH INSURANCE	65,259	106,045	106,045	106,045	95,441			
510350	DENTAL INSURANCE	3,835	5,745	5,745	5,745	5,745			
510351	UNFUNDED PENSION LIABILITY	5,071	5,071	5,071	5,071	5,071			
510360	LIFE INSURANCE	570	288	288	288	288			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
510400	WORKERS COMPENSATION	7,755	7,755	11,217	11,217	11,217			
525100	ELECTRIC	3,000	3,030	3,030	3,030	3,000			
525140	GAS - UTILITY	100	101	101	101	100			
526120	LICENSES & PERMITS	8,000	8,000	8,000	8,000	8,000			
528150	VEHICLE RENTAL	90,000	90,000	90,000	90,000	90,000			
530255	TOOLS & SMALL EQUIPMENT	2,500	2,500	2,500	2,500	1,500	3	57	1,465
530290	CONSTRUCTION MATERIALS	90,000	100,000	100,000	110,000	110,000			
531105	HAZARDOUS MATERIAL DISPOSAL	4,000	2,000	2,000	2,000	200	-	9	-
	10133150 - STREETS - STORM DRAINAGE - TOTAL	541,097	699,210	702,672	712,672	693,637			
	10133160 - STREETS DEPARTMENT - STREET LIGHTING								
510110	FULL TIME SALARIES - REGULAR	52,396	27,653	27,653	27,653	27,653			
510111	FULL TIME SALARIES - OVERTIME	200	200	200	200	200			
510310	FICA	4,020	2,130	2,130	2,130	2,130			
510320	WI RETIREMENT FUND	3,103	1,671	1,671	1,671	1,671			
510340	HEALTH INSURANCE	18,286	9,142	9,142	9,142	8,228			
510350	DENTAL INSURANCE	1,103	495	495	495	495			
510351	UNFUNDED PENSION LIABILITY	430	430	430	430	430			
510360	LIFE INSURANCE	59	20	20	20	20			
510400	WORKERS COMPENSATION	261	261	378	378	378			
524120	ELECTRICAL MAINTENANCE & REPAIRS	12,500	12,500	12,500	12,500	12,500			
525100	ELECTRIC	310,000	313,100	313,100	313,100	310,000			
528150	VEHICLE RENTAL	12,000	12,120	12,120	12,120	12,120			
530255	TOOLS & SMALL EQUIPMENT	7,500	7,575	7,575	7,575	7,500			
	10133160 - STREETS - STREET LIGHTING - TOTAL	421,858	387,297	387,414	387,414	383,325			
	10133170 - STREETS DEPARTMENT - BRIDGES								
510110	FULL TIME SALARIES - REGULAR	31,472	-	-	-	-			
510111	FULL TIME SALARIES - OVERTIME	4,000	4,000	4,000	4,000	-			
510130	TEMPORARY SALARIES - REGULAR	30,000	30,000	30,000	30,000	30,000			
510310	FICA	5,009	2,601	2,601	2,601	2,601			
510320	WI RETIREMENT FUND	2,092	240	240	240	240			
510340	HEALTH INSURANCE	7,954	-	-	-	-			
510350	DENTAL INSURANCE	542	-	-	-	-			
510351	UNFUNDED PENSION LIABILITY	301	301	301	301	301			
510360	LIFE INSURANCE	89	-	-	-	-			

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OBJECT	DESCRIPTION	2012 APPROVED BUDGET	2013 DEPARTMENT BUDGET	2013 PRELIMINARY BUDGET	2013 COMMITTEE BUDGET	2013 EXECUTIVE BUDGET	2012 Actual 6 Mo.	2011 Actual USEAGE	2010 Actual USEAGE
510400	WORKERS COMPENSATION	1,368	1,368	1,979	1,979	1,979			
521900	CONTRACTED SERVICES	2,000	2,020	2,020	2,020	2,000			
524135	JANITORIAL SERVICES	200	202	202	202	200			
525100	ELECTRIC	18,300	18,483	18,483	18,483	18,300			
525105	WATER	200	202	202	202	200			
525110	SEWER	150	152	152	152	125	56	105	108
525120	TELEPHONE	4,000	4,040	4,040	4,040	4,000			
528150	VEHICLE RENTAL	4,000	4,040	4,040	4,040	4,040			
530290	CONSTRUCTION MATERIALS	15,000	15,150	15,150	15,150	7,000	3,115	5,062	4,821
	10133170 - STREETS DEPT - BRIDGES - TOTAL	126,677	82,799	83,410	83,410	70,986			
	10133180 - STREETS DEPARTMENT - SNOW & ICE								
510110	FULL TIME SALARIES - REGULAR	239,834	200,104	200,104	200,104	200,104			
510111	FULL TIME SALARIES - OVERTIME	110,000	112,200	112,200	112,200	115,000	30,170	154,230	128815
510310	FICA	26,762	23,891	23,891	23,891	23,891			
510320	WI RETIREMENT FUND	20,641	18,738	18,738	18,738	18,738			
510340	HEALTH INSURANCE	78,310	52,133	52,133	52,133	46,920			
510350	DENTAL INSURANCE	4,602	3,962	3,962	3,962	3,962			
510351	UNFUNDED PENSION LIABILITY	2,522	2,522	2,522	2,522	2,522			
510360	LIFE INSURANCE	684	643	643	643	643			
510400	WORKERS COMPENSATION	5,605	5,605	8,107	8,107	8,107			
521900	CONTRACTED SERVICES	30,000	30,300	30,300	30,300	10,000	415	8,728	2,546
528150	VEHICLE RENTAL	240,000	242,400	242,400	242,400	242,400			
530100	OFFICE SUPPLIES	500	505	505	505	500			
530250	SAND & SALT	200,000	202,000	202,000	202,000	200,000			
530255	TOOLS & SMALL EQUIPMENT	2,000	2,020	2,020	1,500	1,200	656	1,195	442
	10133180-STREETS DEPART-SNOW & ICE-TOTAL	961,460	897,023	899,525	899,005	873,987			
	10133190 - STREETS DEPARTMENT - SIDEWALKS								
510110	FULL TIME SALARIES - REGULAR	8,500	-	-	-	-			
510111	FULL TIME SALARIES - OVERTIME	-	-	-	-	-			
510310	FICA	650	-	-	-	-			
510320	WI RETIREMENT FUND	502	-	-	-	-			
510340	HEALTH INSURANCE	5,098	-	-	-	-			
510350	DENTAL INSURANCE	225	-	-	-	-			
510351	UNFUNDED PENSION LIABILITY	237	237	237	237	237			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
510360	LIFE INSURANCE	25	-	-	-	-			
510400	WORKERS COMPENSATION	261	261	378	378	378			
528150	VEHICLE RENTAL	4,000	4,040	4,040	4,040	4,040			
530290	CONSTRUCTION MATERIALS	5,500	5,555	5,555	5,555	5,500			
	10133190 - STREETS DEPART-SIDEWALKS - TOTAL	24,998	10,093	10,210	10,210	10,155			
	10133200 - STREETS DEPARTMENT - TRAFFIC CONTROL SIGN								
510110	FULL TIME SALARIES - REGULAR	202,606	187,263	187,263	187,263	187,263			
510111	FULL TIME SALARIES - OVERTIME	15,000	15,300	15,300	15,300	15,000			
510310	FICA	16,646	15,496	15,496	15,496	15,495			
510320	WI RETIREMENT FUND	12,839	12,154	12,154	12,154	12,154			
510340	HEALTH INSURANCE	62,633	63,993	63,993	63,993	57,594			
510350	DENTAL INSURANCE	3,642	3,467	3,467	3,467	3,467			
510351	UNFUNDED PENSION LIABILITY	5,286	5,286	5,286	5,286	5,286			
510360	LIFE INSURANCE	787	336	336	336	336			
510400	WORKERS COMPENSATION	6,920	6,920	10,010	10,010	10,010			
528150	VEHICLE RENTAL	60,000	60,000	60,000	60,000	60,000			
530255	TOOLS & SMALL EQUIPMENT	1,500	1,500	1,500	1,500	1,700	1,176	1,719	1,763
530270	TRAFFIC CONTROL SUPPLIES	45,000	45,000	45,000	50,000	50,000			
	10133200-STREETS-TRAFFIC CONTROL SIGN-TOTAL	432,859	416,715	419,805	424,805	418,305			
	10133210 - STREETS DEPARTMENT - TOOLS & EQUIPMENT								
510110	FULL TIME SALARIES - REGULAR	6,294	-	-	-	-			
510310	FICA	482	-	-	-	-			
510320	WI RETIREMENT FUND	372	-	-	-	-			
510340	HEALTH INSURANCE	2,286	-	-	-	-			
510350	DENTAL INSURANCE	138	-	-	-	-			
510351	UNFUNDED PENSION LIABILITY	84	84	84	84	84			
510360	LIFE INSURANCE	19	-	-	-	-			
510400	WORKERS COMPENSATION	162	162	234	234	-			
528150	VEHICLE RENTAL	100	100	100	100	-			
530255	TOOLS & SMALL EQUIPMENT	1,500	1,500	1,500	1,500	-	-	-	-
530270	TRAFFIC CONTROL SUPPLIES	2,000	2,000	2,000	2,000	-			
530290	CONSTRUCTION MATERIALS	500	500	500	500	-			
649100	OTHER EQUIPMENT	-	5,000	5,000	5,000	-	-	-	-
	10133210-STREETS-TOOLS & EQUIPMENT-TOTAL	13,937	9,346	9,418	9,418	84			

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10133250 - STREETS DEPARTMENT - TRAFFIC CONTROL SIGNALS										
510110	FULL TIME SALARIES - REGULAR	55,809	27,653	27,653	27,653	27,653				
510111	FULL TIME SALARIES - OVERTIME	1,000	1,020	1,020	1,020	1,000				
510310	FICA	4,346	2,193	2,193	2,193	2,193				
510320	WI RETIREMENT FUND	3,352	1,737	1,737	1,737	1,737				
510340	HEALTH INSURANCE	18,286	9,142	9,142	9,142	8,228				
510350	DENTAL INSURANCE	1,103	495	495	495	495				
510351	UNFUNDED PENSION LIABILITY	371	371	371	371	371				
510360	LIFE INSURANCE	281	20	20	20	20				
510400	WORKERS COMPENSATION	819	819	1,185	1,185	1,185				
525100	ELECTRIC	36,000	36,360	36,360	36,360	36,000				
528150	VEHICLE RENTAL	8,000	8,080	8,080	8,080	8,080				
530255	TOOLS & SMALL EQUIPMENT	7,500	7,575	7,575	7,575	7,500				
530290	CONSTRUCTION MATERIALS	400	400	400	400	400				
10133250-STREETS-TRAFFIC CONT SIGNALS-TOTAL		137,267	95,865	96,231	96,231	94,862				
10134001 - SANITATION DEPARTMENT - GARBAGE										
510110	FULL TIME SALARIES - REGULAR	419,997	402,166	402,166	402,166	402,166				
510111	FULL TIME SALARIES - OVERTIME	30,000	30,600	30,600	30,600	30,000				
510310	FICA	34,425	33,107	33,107	33,107	33,107				
510320	WI RETIREMENT FUND	26,845	25,966	25,966	25,966	25,966				
510340	HEALTH INSURANCE	134,409	154,051	154,051	154,051	138,646				
510341	RETIREE HEALTH INSURANCE	8,844	465	465	465	419				
510350	DENTAL INSURANCE	7,836	8,914	8,914	8,914	8,914				
510351	UNFUNDED PENSION LIABILITY	8,325	8,325	8,325	8,325	8,325				
510360	LIFE INSURANCE	717	313	313	313	313				
510400	WORKERS COMPENSATION	13,680	13,680	19,788	19,788	19,788				
521900	CONTRACT SERVICES	40,000	40,400	40,400	60,400	60,400				
526120	LICENSES & PERMITS	700	707	707	707	500	-	440	-	
528150	VEHICLE RENTAL	325,000	325,000	325,000	325,000	325,000				
530100	OFFICE SUPPLIES	1,000	1,000	1,000	1,000	900	-	801	819	
530255	TOOLS & SMALL EQUIPMENT	5,000	5,000	5,000	5,000	5,000				
531115	TRANSFER STATION TIPPING	600,000	600,000	600,000	600,000	575,000	277,861	541,453	545,222	Plus 3%
10134001 - SANITATION - GARBAGE - TOTAL		1,656,778	1,649,694	1,655,802	1,675,802	1,634,443				

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>	
10134120 - SANITATION DEPARTMENT - STREET CLEANING										
510110	FULL TIME SALARIES - REGULAR	153,442	151,043	151,043	151,043	151,043				
510111	FULL TIME SALARIES - OVERTIME	5,000	5,100	5,100	5,100	5,000				
510310	FICA	12,106	11,945	11,945	11,945	11,945				
510320	WI RETIREMENT FUND	9,337	9,369	9,369	9,369	9,369				
510340	HEALTH INSURANCE	44,350	54,851	54,851	54,851	49,366				
510350	DENTAL INSURANCE	2,539	2,971	2,971	2,971	2,971				
510351	UNFUNDED PENSION LIABILITY	2,363	2,363	2,363	2,363	2,363				
510360	LIFE INSURANCE	564	165	165	165	165				
510400	WORKERS COMPENSATION	3,482	3,482	5,037	5,037	5,037				
528150	VEHICLE RENTAL	175,000	175,000	175,000	175,000	175,000				
530255	TOOLS & SMALL EQUIPMENT	200	200	200	200	200				
531110	STREET SWEEPING DISPOSAL	35,000	40,000	40,000	40,000	37,000	17,810	32,394	35,283	Plus 3%
10134120-SANITATION-STREET CLEANING-TOTAL		443,383	456,489	458,044	458,044	449,459				
10134130 - SANITATION DEPARTMENT - WEED CONTROL										
510110	FULL TIME SALARIES - REGULAR	4,000	-	-	-	-				
510310	FICA	306	-	-	-	-				
510320	WI RETIREMENT FUND	236	-	-	-	-				
510340	HEALTH INSURANCE	1,000	-	-	-	-				
510350	DENTAL INSURANCE	75	-	-	-	-				
510351	UNFUNDED PENSION LIABILITY	98	98	98	98	98				
510360	LIFE INSURANCE	7	-	-	-	-				
510400	WORKERS COMPENSATION	126	126	182	182	182				
521150	CONSULTING SERVICES	5,000	25,000	25,000	25,000	20,000	2,929	23,900	4,900	
528150	VEHICLE RENTAL	4,000	4,000	4,000	4,000	4,000				
10134130 - SANITATION - WEED CONTROL - TOTAL		14,848	29,224	29,280	29,280	24,280				
10134150 - SANITATION DEPARTMENT - RESIDENTIAL DROP-OFF										
510110	FULL TIME SALARIES - REGULAR	100,575	101,067	101,067	101,067	101,067				
510111	FULL TIME SALARIES - OVERTIME	2,000	2,040	2,040	2,040	2,000				
510310	FICA	7,847	7,888	7,888	7,888	7,888				
510320	WI RETIREMENT FUND	6,052	6,186	6,186	6,186	6,186				
510340	HEALTH INSURANCE	36,567	36,567	36,567	36,567	32,910				
510350	DENTAL INSURANCE	2,207	1,981	1,981	1,981	1,981				
510351	UNFUNDED PENSION LIABILITY	1,176	1,176	1,176	1,176	1,176				

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
510360	LIFE INSURANCE	302	192	192	192	192			
510400	WORKERS COMPENSATION	3,420	3,420	4,947	4,947	4,947			
528150	VEHICLE RENTAL	70,000	70,000	70,000	70,000	70,000			
531115	TRANSFER STATION TIPPING	15,000	16,000	16,000	16,000	16,000			
	10134150 - SANITATION - RES DROP-OFF - TOTAL	245,146	246,517	248,044	248,044	244,347			
	10135110 - CITY LANDFILL								
521900	CONTRACTED SERVICES	20,000	20,000	20,000	19,000	17,000	13,029	13,029	15,962
	10135110 - CITY LANDFILL - TOTAL	20,000	20,000	20,000	19,000	17,000			
	10137110 - BOAT FACILITIES								
521900	CONTRACT SERVICES	100,000	-	150,000	41,712	41,712			
	10137110 - BOAT FACILITIES - TOTAL	100,000	-	150,000	41,712	41,712			
	10143100 - CEMETERY								
510110	FULL TIME SALARIES - REGULAR	139,099	129,395	129,395	129,395	129,395			
510111	FULL TIME SALARIES - OVERTIME	5,000	5,100	5,100	5,100	5,000			
510130	TEMPORARY SALARIES - REGULAR	30,000	30,000	30,000	15,000	10,000	2,070		
510167	EARLY RETIREMENT INCENTIVE	8,385	-	-	-	-			
510310	FICA	13,318	12,584	12,584	12,584	12,584			
510320	WI RETIREMENT FUND	8,502	8,070	8,070	8,070	8,070			
510340	HEALTH INSURANCE	54,851	50,280	50,280	50,280	45,252			
510341	RETIREE HEALTH INSURANCE	7,986	7,986	7,986	7,986	7,187			
510350	DENTAL INSURANCE	3,330	2,724	2,724	2,724	2,724			
510351	UNFUNDED PENSION LIABILITY	2,402	2,402	2,402	2,402	2,402			
510360	LIFE INSURANCE	274	308	308	308	308			
510366	LT DISABILITY INSURANCE	169	-	-	-	-			
510400	WORKERS COMPENSATION	3,420	3,420	4,947	4,947	4,947			
522110	VEHICLE MAINTENANCE	500	500	500	500	500			
524110	BUILDING EXTERIOR MAINTENANCE	2,500	2,500	2,500	2,500	2,000	1,522	1,123	47
525100	ELECTRIC	900	900	900	900	900			
525105	WATER	9,000	9,090	9,090	9,090	9,000			
525110	SEWER	150	152	152	152	150			
528150	VEHICLE RENTAL	40,000	40,400	40,400	40,400	40,400			
530100	OFFICE SUPPLIES	100	101	101	101	50	7	3	71
530210	OPERATING SUPPLIES	4,000	4,040	4,040	4,040	4,000			

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<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
530230	GASOLINE	1,000	1,010	1,010	1,010	500	-	155	401
530245	OILS & LUBRICANTS	100	101	101	101	25	4	16	12
530255	TOOLS & SMALL EQUIPMENT	250	250	250	250	250			
530295	LANDSCAPING SUPPLIES	1,000	1,000	1,000	1,000	1,500	1,142	1,316	407
531115	TRANSFER STATION TIPPING	1,000	1,000	1,000	1,000	500	-	877	-
	10143100 - CEMETERY - TOTAL	337,236	313,313	314,840	299,840	287,644			
	10153000 - PARK DEPARTMENT - PARKS								
510110	FULL TIME SALARIES - REGULAR	636,092	706,408	706,408	706,408	706,408			
510111	FULL TIME SALARIES - OVERTIME	40,000	40,800	40,800	40,800	45,000	25,798	62,043	67,747
510130	TEMPORARY SALARIES - REGULAR	99,000	99,000	99,000	99,000	80,000	37,645	78,731	41,359
510167	EARLY RETIREMENT INCENTIVE	19,738	-	-	-	-			
510310	FICA	58,607	64,735	64,735	64,735	64,735			
510320	WI RETIREMENT FUND	39,889	44,832	44,832	44,832	44,832			
510340	HEALTH INSURANCE	208,902	227,186	245,470	245,470	220,923			
510341	RETIREE HEALTH INSURANCE	84,730	52,861	52,861	52,861	47,575			
510350	DENTAL INSURANCE	12,488	13,867	13,867	13,867	13,867			
510351	UNFUNDED PENSION LIABILITY	18,394	18,394	18,394	18,394	18,394			
510360	LIFE INSURANCE	2,122	1,084	1,084	1,084	1,084			
510366	LT DISABILITY INSURANCE	169	-	-	-	-			
510400	WORKERS COMPENSATION	23,940	23,940	34,628	34,628	34,628			
521564	LABORATORY FEES	1,000	1,000	1,000	1,000	300	-	-	270
521900	CONTRACTED SERVICES	15,000	40,000	40,000	40,000	30,000	6,283	9,442	15,467
523110	OFFICE EQUIPMENT MAINTENANCE	100	100	100	100	-	-	-	-
523410	RECREATION EQUIPMENT MAINTENANCE	5,000	5,050	5,050	5,050	5,000			
524110	BUILDING EXTERIOR MAINTENANCE	50,000	50,500	50,500	50,500	55,000	33,730	51,202	57,658
524120	ELECTRICAL MAINTENANCE & REPAIRS	5,000	5,050	5,050	5,050	5,000			
524130	CUSTODIAL SERVICES	3,000	3,030	3,030	3,030	2,000	83	650	6,719
524230	SIDEWALK & TRAIL MAINTENANCE	1,000	1,010	1,010	1,010	1,000			
525100	ELECTRIC	114,000	115,140	115,140	115,140	112,000	56,385	108,420	110,760
525105	WATER	10,000	10,100	10,100	10,100	10,000			
525110	SEWER	2,000	2,020	2,020	2,020	2,000			
525120	TELEPHONE	2,000	2,020	2,020	1,520	1,000	671	694	780
525140	GAS - UTILITY	10,000	10,100	10,100	10,100	8,000	3,480	6,434	8,163
526110	PROFESSIONAL ORGANIZATIONS	150	150	150	150	150			
527100	CAR ALLOWANCE	100	100	100	100	50	-	-	52

MAYOR DOC.

<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
527110	TRAVEL	200	200	200	200	100	90	-	-
528150	VEHICLE RENTAL	350,000	350,000	350,000	350,000	350,000			
530100	OFFICE SUPPLIES	800	800	800	800	800			
530210	OPERATING SUPPLIES	1,100	1,100	1,100	1,100	800	306	716	479
530255	TOOLS & SMALL EQUIPMENT	1,500	1,500	1,500	1,500	1,500			
530295	LANDSCAPING SUPPLIES	25,000	25,000	25,000	25,000	25,000			
530500	FIRE FIGHTING SUPPLIES & SMALL	300	300	300	300	300			
531115	TRANSFER STATION TIPPING	10,000	10,000	10,000	10,000	10,000			
631100	IMPROVEMENTS OTHER THAN BUILDING	-	25,000	25,000	50,000	50,000			
10153000 - PARK DEPARTMENT - PARKS - TOTAL		1,851,321	1,952,377	1,981,349	2,005,849	1,947,446			
10153110 - PARK DEPARTMENT - MAYWOOD									
510110	FULL TIME SALARIES - REGULAR	93,986	44,602	44,602	44,602	44,602			
510111	FULL TIME SALARIES - OVERTIME	2,000	2,040	2,040	2,040	1,000	477	1,065	0
510310	FICA	7,343	3,568	3,568	3,568	3,568			
510320	WI RETIREMENT FUND	5,663	2,798	2,798	2,798	2,798			
510340	HEALTH INSURANCE	15,565	7,783	7,783	7,783	7,005			
510350	DENTAL INSURANCE	679	258	258	258	258			
510351	UNFUNDED PENSION LIABILITY	1,672	1,672	1,672	1,672	1,672			
510360	LIFE INSURANCE	199	27	27	27	27			
510366	LT DISABILITY INSURANCE	169	-	-	-	-			
510400	WORKERS COMPENSATION	3,420	3,420	4,947	4,947	4,947			
524110	BUILDING EXTERIOR MAINTENANCE	5,000	5,000	5,000	5,000	3,500	1,534	3,021	2,212
524120	ELECTRICAL MAINTENANCE & REPAIRS	250	250	250	250	100	-	-	52
524135	JANITORIAL SERVICES	500	500	500	500	500			
525100	ELECTRIC	7,000	7,000	7,000	7,000	7,000			
525120	TELEPHONE	600	600	600	600	600			
525125	MOBILE TELEPHONE	200	200	200	200	200			
525140	GAS - UTILITY	5,000	5,000	5,000	4,500	4,000	1,780	2,381	3,478
526110	PROFESSIONAL ORGANIZATIONS	100	100	100	100	100			
526125	CONFERENCES	300	300	300	300	200	-	207	-
528150	VEHICLE RENTAL	12,000	12,000	12,000	12,000	1,200			
530127	AUDIO VISUAL SUPPLIES	200	200	200	200	100	72	23	11
530255	TOOLS & SMALL EQUIPMENT	250	250	250	250	250			
10153110-PARK DEPARTMENT-MAYWOOD-TOTAL		162,096	97,568	99,095	98,595	83,627			

MAYOR DOC.

<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
	10153120 - PARK DEPARTMENT - HARBOR CENTRE								
523410	RECREATION EQUIPMENT MAINTENANCE	2,500	2,500	2,500	2,500	500	-	-	-
525100	ELECTRIC	14,000	14,000	14,000	12,000	11,000	5,247	9,533	8,639
525105	WATER	1,000	1,000	1,000	1,000	-	-	-	-
525120	TELEPHONE	300	300	300	300	300			
530295	LANDSCAPING SUPPLIES	3,400	3,400	3,400	3,400	500	-	-	-
	10153120 - PARK DEPT - HARBOR CENTRE - TOTAL	21,200	21,200	21,200	19,200	12,300			
	10153130 - PARK DEPARTMENT - QUARRY								
524110	BUILDING EXTERIOR MAINTENANCE	200	200	200	200	200	-	-	-
525100	ELECTRIC	2,000	2,000	2,000	2,000	2,000			
540215	GEN. PUB. OFFICIALS & AUTO	150	150	150	150	75	-	-	71
	10153130 - PARK DEPARTMENT - QUARRY - TOTAL	2,350	2,350	2,350	2,350	2,275			
	10155500 - CELEBRATIONS - MISCELLANEOUS								
510110	FULL TIME SALARIES - REGULAR	14,000	-	-	-	-			
510111	FULL TIME SALARIES - OVERTIME	3,250	3,315	3,315	3,315	3,315			
510310	FICA	1,320	254	254	254	254			
510320	WI RETIREMENT FUND	1,018	199	199	199	199			
510340	HEALTH INSURANCE	4,527	-	-	-	-			
510350	DENTAL INSURANCE	456	-	-	-	-			
510351	UNFUNDED PENSION LIABILITY	368	368	368	368	368			
510360	LIFE INSURANCE	40	-	-	-	-			
510400	WORKERS COMPENSATION	249	249	360	360	360			
528150	VEHICLE RENTAL	4,000	4,000	4,000	4,000	4,000			
530210	OPERATING SUPPLIES	1,750	1,750	1,750	1,750	1,750			
	10155000-CELEBRATIONS-MISCELLANEOUS-TOTAL	30,978	10,134	10,245	10,245	10,246			
	10156100 - SENIOR ACTIVITY CENTER								
510110	FULL TIME SALARIES - REGULAR	96,639	97,345	97,345	97,345	97,345			
510111	FULL TIME SALARIES - OVERTIME	-				-			
510130	TEMPORARY SALARIES - REGULAR	8,528	8,320	8,320	8,320	8,320			
510140	INTERDEPARTMENT LABOR - REGULAR	1,000	1,000	1,000	1,000	1,000			
510310	FICA	8,045	8,160	8,160	8,160	8,160			
510320	WI RETIREMENT FUND	5,702	5,900	5,900	5,900	5,900			
510340	HEALTH INSURANCE	27,128	18,284	27,128	27,128	24,415			

MAYOR DOC.

<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
510350	DENTAL INSURANCE	1,788	1,506	1,506	1,506	1,506			
510351	UNFUNDED PENSION LIABILITY	1,740	1,740	1,740	1,740	1,740			
510360	LIFE INSURANCE	-	-	-	-	-			
510366	LT DISABILITY INSURANCE	169	-	-	-	-			
510400	WORKERS COMPENSATION	198	198	286	286	286			
521900	CONTRACTED SERVICES	2,500	2,525	2,525	2,525	2,500			
523110	OFFICE EQUIPMENT MAINTENANCE	1,000	2,000	2,000	2,000	1,000	407	586	848
523125	IT CHARGES	7,000	7,000	7,000	7,000	7,000			
524110	BUILDING EXTERIOR MAINTENANCE	5,000	5,050	5,050	5,050	5,000			
524135	JANITORIAL SERVICES	950	950	950	950	950			
525100	ELECTRIC	8,500	8,500	8,500	8,500	8,500			
525105	WATER	350	350	350	350	600	315	577	540
525110	SEWER	120	120	120	120	300	162	280	235
525120	TELEPHONE	800	800	800	800	900	510	863	986
525135	INTERNET	90	90	90	90	90			
525140	GAS - UTILITY	4,500	4,545	4,545	4,545	4,000	1,843	2,104	3,386
526110	PROFESSIONAL ORGANIZATIONS	65	65	65	65	-	-	-	65
527100	CAR ALLOWANCE	500	500	500	500	250	-	-	201
528150	VEHICLE RENTAL	100	100	100	100	100			
530100	OFFICE SUPPLIES	1,000	1,000	1,000	1,000	1,000			
530200	PROGRAM SUPPLIES	250	250	250	250	250			
539999	MISCELLANEOUS EXPENSE	250	250	250	250	150	-	150	-
10156100 - SENIOR ACTIVITY CENTER - TOTAL		183,912	176,548	185,480	185,480	181,262			
10161100 - CITY DEVELOPMENT									
510110	FULL TIME SALARIES - REGULAR	133,285	121,594	121,594	121,594	121,594			
510120	PART TIME SALARIES - REGULAR	15,000	15,000	15,000	15,000	15,000			
510310	FICA	11,343	10,449	10,449	10,449	10,449			
510320	WI RETIREMENT FUND	7,864	8,196	8,196	8,196	8,196			
510340	HEALTH INSURANCE	36,567	25,949	37,513	37,513	33,762			
510341	RETIREE HEALTH INSURANCE		8,844	8,844	8,844	7,960			
510350	DENTAL INSURANCE	2,228	1,283	1,283	1,283	1,283			
510351	UNFUNDED PENSION LIABILITY	2,810	2,810	2,810	2,810	2,810			
510360	LIFE INSURANCE	402	86	86	86	86			
510366	LT DISABILITY INSURANCE	186	-	-	-	-			
510400	WORKERS COMPENSATION	396	396	573	573	573			

MAYOR DOC.

<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
523110	OFFICE EQUIPMENT MAINTENANCE	1,992	2,012	2,012	2,012	1,600	-	1,600	134
523120	COMPUTER MAINTENANCE	114	115	115	115	114			
523121	PC REPAYMENT	102	103	103	103	102			
523125	IT CHARGES	21,000	21,210	21,210	21,210	21,000			
525120	TELEPHONE	2,154	2,176	2,176	2,176	1,500	700	1,145	1,248
525135	INTERNET	240	242	242	242	240			
526100	PUBLICATIONS & SUBSCRIPTIONS	80	81	81	81	80			
526105	BOOKS - REFERENCE	100	101	101	100	-	-	-	-
526110	PROFESSIONAL ORGANIZATIONS	300	303	303	303	300			
526150	LEGAL NOTICES	1,600	1,616	1,616	1,616	1,600			
527100	CAR ALLOWANCE	1,400	1,414	1,414	1,414	1,700	1,693	1,657	4,000
527110	TRAVEL	2,592	2,618	2,618	2,618	1,000	-	793	432
530100	OFFICE SUPPLIES	6,000	6,060	6,060	6,060	6,800	6,783	6,588	4,133
	10161100 - CITY DEVELOPMENT - TOTAL	247,755	232,658	244,399	244,398	237,748			
	10181600 - INTERGOVERNMENTAL								
811650	INTERFUND EXP-PARKING FUND	7,060	7,060	7,060	7,060	7,060			
	10181600 - INTERGOVERNMENTAL - TOTAL	7,060	7,060	7,060	7,060	7,060			
	10199020 - UNCOLLECTIBLE EXPENSE								
590300	UNCOLLECTIBLE DEBT EXPENSE	15,000	15,000	15,000	15,000	15,000			
	10199020 - UNCOLLECTIBLE EXPENSE - TOTAL	15,000	15,000	15,000	15,000	15,000			
	10199990 - CUSTOMER CLEARING								
949999	FUND EQUITY INCREASE	920,000	-	-	-	-			
	10199990 - CUSTOMER CLEARING - TOTAL	920,000	-	-	-	-			
	TOTAL GENERAL FUND EXPENSE	35,581,593	33,872,986	34,814,416	35,050,615	34,179,868			
			Rev. 2013		35,050,616	34,146,254			
					0	(33,614)			

MAYOR DOC.

<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>2012 APPROVED BUDGET</u>	<u>2013 DEPARTMENT BUDGET</u>	<u>2013 PRELIMINARY BUDGET</u>	<u>2013 COMMITTEE BUDGET</u>	<u>2013 EXECUTIVE BUDGET</u>	<u>2012 Actual 6 Mo.</u>	<u>2011 Actual USEAGE</u>	<u>2010 Actual USEAGE</u>
	Green color increase based on last 3 yr actual usage								
	Red color decrease based on last 3 yr actual usage								
	Blue color same as 2012 - no automatic increase								

VI

R. C. No. _____ - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred R. O. No. 131-12-13 by the Mayor requesting that the two resolutions (Res. No. 49-12-13 by Alderperson Hammond) ordering the 2013 Budget appropriations and the 2012 Tax Levy for use during the calendar year 2013 and (Res. No. 50-12-13 by Alderperson Hammond) ordering the 2013 Budget appropriations for the City of Sheboygan funds submitted to the Common Council on August 6th along with the Mayor's Executive Budget submitted to the Common Council on August 20th and the Resolution that is coming out of Finance Committee recommending establishing the monthly premium equivalent; recommends that R. O. No. 131-12-13 be accepted and placed on file.

_____ Committee

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

Dated _____ 20____, _____, City Clerk
Approved _____ 20____, _____, Mayor

II

4.9

R. O. No. 131 - 12 - 13. By MAYOR. September 4, 2012.

The Mayor is requesting that the two resolutions (Res. No. 49-12-13 by Alderperson Hammond) ordering the 2013 Budget appropriations and the 2012 Tax Levy for use during the calendar year 2013 and (Res. No. 50-12-13 by Alderperson Hammond) ordering the 2013 Budget appropriations for the City of Sheboygan funds submitted to the Common Council on August 6th along with the Mayor's Executive Budget submitted to the Common Council on August 20th and the Resolution that is coming out of Finance Committee recommending establishing the monthly premium equivalent rates all be referred to the Committee of the Whole to openly compare and discuss all current budget proposals in an effort to move forward with one budget.

Hammond / Carlson
refer Res 49-12-13, Res 50-12-13,
(not the Mayor's executive budget)
refer Res. (5.3) (monthly premiums)
to Finance

Mayor

Ac & Jell

五

VI

R. C. No. _____ - 12 - 13. By SALARIES AND GRIEVANCES. October 1, 2012.

Your Committee to whom was referred R. O. No. 135-12-13 by the City Clerk submitting a communication from Mary Burkard regarding an issue about her seniority with the City of Sheboygan and the most recent assignment of a full-time 1st shift opening in dispatch at the Police Department; recommends that the document be placed on file.

_____	_____
_____	_____
_____	_____

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

4.6

R. O. No. 135- 12 - 13. By CITY CLERK. September 4, 2012.

Submitting a communication from Mary Burkard regarding an issue about her seniority with the City of Sheboygan and the most recent assignment of a full time 1st shift opening in dispatch at the Sheboygan Police Department.

S. 6

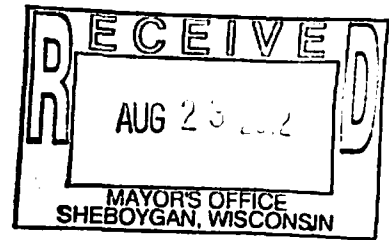
file

Susan Richards
City Clerk

II

straight course

Sent
To
Clerk
For
S. G



8/23/12

I would like to present to the Salary and Grievance Committee an issue regarding my seniority with the City of Sheboygan and the most recent assignment of a full time 1st shift opening in dispatch at the Sheboygan Police Department.

In November or December of 2011 HR came to our department to discuss the newly adopted benefits package, as well as advising that the City of Sheboygan would now be going to an at will, merit system. They further advised in that meeting that seniority would be based on date of hire with the City of Sheboygan.

During that meeting I had questioned Chief Domagalski regarding my seniority, as well as another girl's seniority who is in a similar situation. He advised that he would think about that and get back to us. We never formally heard back from the Chief, however, I noticed that mine, as well as the other girl's seniority rank had changed on our daily roster to reflect our seniority by date of hire.

Prior to the adoption of the new at will, merit system by the City of Sheboygan, in a separate police addendum of the union contract, the language for dispatch had been that seniority would be based on the date you entered dispatch, not by date of hire. This language was created due to the "bumping rights" clause, also in the contract, and it was their opinion that they did not want someone from a different department to bump a dispatcher out of their position due to the complexity of learning this position. However, the union neglected to state any language regarding a person from the same department moving into dispatch. Therefore, my seniority was based on the date I entered dispatch, and my time of 4 years of prior related experience in the Sheboygan Police Department was not accounted for.

This issue has come up numerous times throughout my 21 years of service with the City of Sheboygan Police Department, both part time and full time, and I have questioned its validity each and every time. This is a unique circumstance and I am looking for a definitive answer on where I belong regarding seniority, as well as the assignment of the 1st shift dispatch opening.

Sincerely,

Darry Burkard

889-1262

VI

R. C. No. _____ - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred R. O. No. 140-12-13 by the Development Manager submitting a request from the Sheboygan County Chamber of Commerce for Room Tax Profit and Loss and related documents; recommends that the document be accepted and placed on file and to approve 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

5.5

R. O. No. 140 - 12 - 13. By DEVELOPMENT MANAGER. September 17, 2012.

Submitting a request from Chad Pelishek, Development Manager, of the 2013 City of Sheboygan Tourism budget request from the Sheboygan County Chamber of Commerce for Room Tax Profit and Loss, and related documents.

*Inset
Ac + JLL
approve.*

Development Manager

II

22

REFER TO FINANCE

R. O. No. - 11 - 12 . By DEVELOPMENT MANAGER. September 17, 2012.

Submitting a request from Chad Pelishek, Development Manager, of the 2013 City of Sheboygan Tourism budget request from the Sheboygan County Chamber of Commerce for Room Tax Profit and Loss, and related documents.

Development Manager

X

2013 City of Sheboygan Room Tax Profit & Loss

Income	Budget	Actual	Var +/-
Starting Balance from Deferred '12	80,000	0	-80,000
4400 City of Sheboygan	342,000	0	-342,000
4424 Discover Wisconsin	0	0	0
4425 Miscellaneous Income	0	0	0
Total Income	422,000	0	-422,000
Gross Profit	422,000	0	-422,000

Expenses

5049 Salary & Benefits	118,262	0	118,262
5050 Salary & Benefit Allocation	18,600	0	18,600
5399 Overhead Allocation	9,300	0	9,300
Tourism Increases/Bonus	16,275	0	16,275
6400 Travel & Meetings	3,720	0	3,720
6405 General Event Promo	7,440	0	7,440
6409 Tourism Board	930	0	930
6410 Joint Marketing Projects	1,860	0	1,860
6411 Membership Fees	2,790	0	2,790
6412 Licenses & Fees	930	0	930
6415 Billboard	104,160	0	104,160
6425 Familiarization Tours	7,440	0	7,440
6530 Web Design & Maintenance	1,395	0	1,395
6431 Video/Photos	2,790	0	2,790
6435 Events/Conferences/Trade Shows	6,975	0	6,975
6440 Print/Online Ads	17,670	0	17,670
6444 TV ads	9,300	0	9,300
6445 Radio	18,600	0	18,600
6464 Internet	1,116	0	1,116
6465 Shipping/Postage/Distribution	18,600	0	18,600
6470 Miscellaneous	4,650	0	4,650
Total Expenses	372,803	0	372,803
Ending Balance	49,197	0	-49,197

2013 4th of July Budget**Income**

	Budget	Actual	Var +/-
4421 4th of July Sponsors			
Johnsonville	33,000		-33,000
Festival Foods	30,000		-30,000
Community Bank & Trust	7,500		-7,500
General Sponsorship Mailing	3,800		-3,800
Vendor Fees	3,000		-3,000
Parade Entry Fees	1,200		-1,200
Total Income	78,500	0	-78,500
Gross Profit	78,500	0	-78,500

Expenses

Headliner with production	3200		-3200
Band 1	1200		-1200
Band 2	1000		-1000
Community Rec Play	2500		-2500
Gannett	2250		-2250
Plymouth Review	700		-700
Radio	250		-250
Laughlin Constable	250		-250
Lamar	0		0
Tents Inc	3640		-3640
Specht Electric	2100		-2100
Badger Bouncers	2600		-2600
Portables	2900		-2900
Kiel Municipal Band	700		-700
Tripoli Shrine	350		-350
Cland Donald Pipers	600		-600
Additional Act	500		-500
Additional Act	500		-500
Sheboygan Pops	1000		-1000
Elite Security	1000		-1000
Fireworks	40000		-40000
Printing Inserts	800		-800
General Office	500		-500
Miscellaneous	7000		-7000
Insurance	1200		-1200
Parade Trophies	250		-250
Signs/Banners	700		-700
Transient Vendor License	100		-100
Total Expenses	77790	0	-77790
Ending Balance	710	0	-156,290

2013 Twilight Concerts Budget**Income**

	Budget	Actual	Var +/-
4420 Twilight Series Sponsors			
CellCom	2,500		-2,500
Prevea Health	1,500		-1,500
CLR Countryside Manor	1,500		-1,500
Home Care Resources	1,000		-1,000
Brisco County Wood Grill	500		-500
New Sponsor	1,000		-1,000
New Sponsor	1,000		-1,000
New Sponsor	1,000		-1,000
New Sponsor	1,000		-1,000
New Sponsor	1,000		-1,000
Total Income	12,000	0	-12,000
Gross Profit	12,000	0	-12,000

Expenses

Band 1	1100		1100
Sheboygan Pops	800		800
Band 2	1000		1000
Sheboygan Pops	800		800
Band 3	700		700
Sheboygan Pops	800		800
Band 4	1100		1100
Sheboygan Pops	800		800
Band 5	700		700
Sheboygan Pops	800		800
Band 6	1000		1000
Kewaskum Big Band	500		500
Band 7	1100		1100
Sheboygan Pops	800		800
Total Expenses	12000	0	12000
Ending Balance	0	0	0

V

R. C. No. _____ - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred R. C. No. 187-12-13 by Finance and Com. No. 8-12-13 from Alderperson Belanger questioning whether the City of Sheboygan continue to provide garbage collection service or should we explore the opportunity to privatize this service; recommends that the documents be placed on file.

_____ 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

7.8

R. C. No. 187 - 12 - 13. By FINANCE. September 17, 2012

Your Committee to whom was referred Com. No. 8-12-13 from Alderperson Belanger questioning whether the City of Sheboygan continue to provide garbage collection service... or should we explore the opportunity to privatize this service recommend filing the document.

*Hammond / Carlson
refer to P.W.
file*

[Signature]
[Signature]

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

8.5

14

OK

I

3.1

Com. No. 8 - 12 - 13. August 20, 2012.

Submitting a communication from Alderperson Belanger questioning whether the City of Sheboygan continue to provide garbage collection service... or should we explore the opportunity to privatize this service?

The Common Council is going to face some difficult budgetary decisions. He would like to look at the ramifications of outsourcing this service.

It is his belief that the collection of garbage is not one of the services that local government should be providing. We have capable private companies that can provide excellent garbage collection. Does it make economic sense to do this?

Presented to the Common Council by Alderperson

John Belanger
Belanger

No
Consent

p.w.

File

1.2

2.1

1.2

GARBAGE PRIVATIZATION

2013 CITY GARBAGE BUDGET:	\$1,655,802
COST PER HOUSEHOLD PER MONTH (16,088 HOUSEHOLDS):	\$8.58
PRIVATIZATION COST PER MONTH:	\$9.50

BENEFITS

- AVOID \$1,500,000 FOR PURCHASE OF NEW TRUCKS
- SELL EXISTING FLEET TO PRIVATE CONTRACTOR
- POTENTIAL TO HIRE CURRENT EMPLOYEES

BUDGET IMPACT

➤ 2013 GARBAGE BUDGET	\$1,655,802
➤ ELIMINATION OF GARBAGE FEE	- \$ 869,000
➤ SURPLUS FOR COUNCIL USE	\$ 786,802
➤ 2014 GARBAGE BUDGET	\$1,680,639
➤ ELIMINATION OF GARBAGE FEE	\$ 869,000
➤ ESTIMATED 2014 SHORTFALL	- \$ 420,879
➤ SURPLUS FOR COUNCIL USE	\$ 390,760
➤ 2015 GARBAGE BUDGET	\$1,705,848
➤ ESTIMATED 2015 SHORTFALL	- \$1,718,647
➤ SHORTFALL	- \$ 12,799

71% of Wisconsin cities and villages privatize their garbage collection.

Source: "Local Public Services in Wisconsin: Alternatives for Municipalities". 452 cities and villages surveyed and 409 responded. Steven Deller, Professor and Community Development Economist UW Madison

VIII

R. C. No. _____ - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 71-12-13 by Alderperson Hammond authorizing execution of a quit claim deed on the property at 705 Riverfront Dr. from the City of Sheboygan to the Redevelopment Authority; recommends that the Resolution be passed.

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

IIIIV

III

6.1

Res. No. 71 - 12 - 13. By Alderperson Hammond. September 17, 2012.

A RESOLUTION authorizing execution of a quit claim deed on the property at 705 Riverfront Drive from the City of Sheboygan to the Redevelopment Authority.

RESOLVED: That the appropriate City officials are hereby authorized and directed to execute and deliver a quit claim deed for the premises at 705 Riverfront Drive, Sheboygan, Wisconsin, to the Redevelopment Authority of the City of Sheboygan, Wisconsin, for \$1.00 and other valuable consideration, so as to facilitate the process of redevelopment of said premises.

*Finance
approve*

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

IX

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.

Your Committee to whom was referred Gen. Ord. No. 29-12-13 by Alderperson Van Akkeren placing a stop sign at the southeast corner of N. 18th St. and Martin Ave.; recommends that the Ordinance be passed.

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

XI

~~IX~~

8.10

G.O. No. 29 - 12 - 13. By Ald. Van Akkeren. September 17, 2012.

AN ORDINANCE placing a stop sign at the southeast corner of N. 18th Street and Martin Avenue.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled, "Erection of Official Signs", stop signs for shall be added requiring north bound traffic on N. 18th Street to stop at the intersection of N. 18th Street and Martin Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PP-5.
approve



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 12 - 13. By PUBLIC WORKS. October 1, 2012.

Your Committee to whom was referred Res. No. 73-12-13 by Alderperson Heidemann authorizing signing easements for a mini-storm sewer to be constructed in portions of their property; recommends that the Resolution be passed.

_____ 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

III

6.7

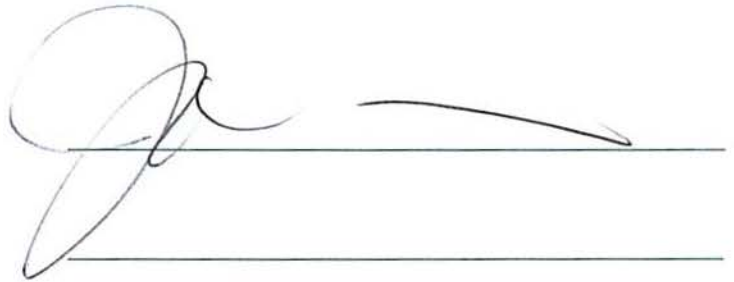
Res. No. 73 - 12 - 13. By Alderperson Heideman.
September 17, 2012.

A RESOLUTION authorizing signing easements for a mini-storm sewer to be constructed in portions of their property.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the easements for a mini-storm sewer for the following properties:

Leon G Jump, residing at 3014 S 21st St, Sheboygan, WI 53081, owner of parcel 59281617920 located at 2215 N 36th St, Sheboygan, WI 53081

*PW
approve*



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

100

EASEMENT

THIS INDENTURE, made this ____ day of _____, 2012,
by and between Leon G. Jump, a married person, residing at 3014 S. 21st
Street, owner of property at 2215 N. 36th Street, Sheboygan, Wisconsin,
"GRANTOR," and the City of Sheboygan, a Municipal Corporation of
the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
807 Center Avenue
Sheboygan WI 53081

59281617920

Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east fifteen (15') feet of the following described property:

All of Lot Twelve (12), Block Thirty-three (33), Graceland Subdivision No. Nineteen (19), in the City of Sheboygan, according to the recorded plat thereof.

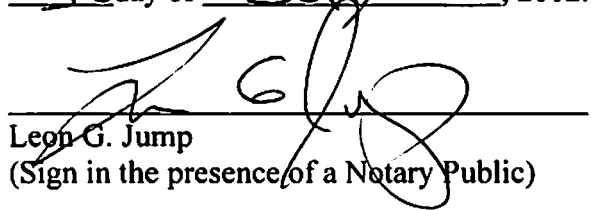
The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this

3 day of July, 2012.

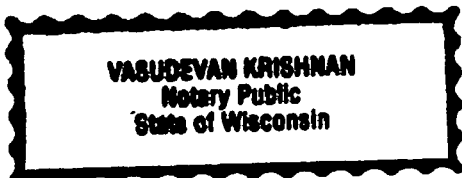


Leon G. Jump

(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 30 day of July, 2012, Leon G. Jump, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Vasudevan Krishnan
VASUDEVAN KRISHNAN
Notary Public-Sheboygan County
My commission expires 02/14/2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Terry Van Akkeren
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2012, Terry Van Akkeren, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 01011662

State of Wisconsin
Notary Public
VASUDEVAN KRISHNAN

IX

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.

Your Committee to whom was referred Gen. Ord. No. 25-12-13 by Alderperson Van Akkeren repealing Gen. Ord. No. 51-06-07 regarding creating a 2 hour parking limit and creating an ordinance to have no parking on the east side of N. 18th St. from Superior Ave. to the North Kohler Memorial Dr. Frontage Road; recommends that the Ordinance be passed.

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

~~IX~~

8.3

G.O. No. 25 - 12 - 13. By Ald. Van Akkeren. September 17, 2012.

AN ORDINANCE repealing G.O. 51-06-07 regarding creating a 2-hour parking limit and creating an ordinance to have no parking on the east side of N. 18th Street from Superior Avenue to the North Kohler Memorial Drive Frontage Road.

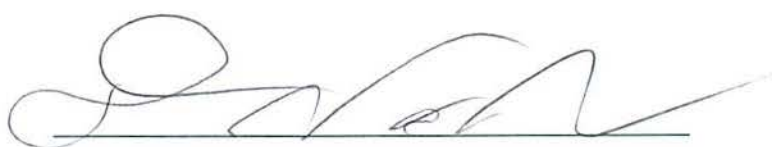
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the east side of N. 18th Street from the south curb line of Superior Avenue to the north curb line of N. Kohler Memorial Drive Frontage Road is hereby added to the list of locations where no parking is permitted.

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.

PPS.
approve.



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

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.

Your Committee to whom was referred Gen. Ord. No. 26-12-13 by Alderperson Van Akkeren relating to no parking on the west side of N. 18th St. between Superior Ave. and N. Kohler Memorial Dr. Frontage Rd.; recommends that the Ordinance be passed.

_____	_____
_____	_____
_____	_____
	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

XI

IX

8.4

G.O. No. 26 - 12 - 13. By Ald. Van Akkeren. September 17, 2012.

AN ORDINANCE relating to no parking on the west side of N. 18th Street between Superior Avenue and N. Kohler Memorial Drive Frontage Road.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the west side of N. 18th Street from 1,240 feet south of the south curb line of Superior Avenue to 1,280 feet south of the south curb line of Superior Avenue is hereby added to the list of locations where no parking is permitted.

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.

PP-5
approve



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

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.

Your Committee to whom was referred Gen. Ord. No. 27-12-13 by Alderperson Van Akkeren restricting parking on the north side of Virginia Ave. between S. Water St. and S. 8th St.; recommends that the Ordinance be passed.

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

XI

X

8.5

G.O. No. 27 - 12 - 13. By Ald. Van Akkeren. September 17, 2012.

AN ORDINANCE restricting parking on the north side of Virginia Avenue between S. Water Street and S. 8th Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the north side of Virginia Avenue from 91 feet east of the east curb line of S. Water Street to 174 feet east of the east curb line of S. Water Street is hereby added to the list of locations where no parking is permitted.

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.

PPS
approve.



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

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.

Your Committee to whom was referred Gen. Ord. No. 28-12-13 by Alderperson Van Akkeren placing stop signs at the southwest and northeast corners of S. 26th St. and Pennsylvania Ave.; recommends that the Ordinance be passed.

_____ 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

XI

X

8.9

G.O. No. 28 - 12 - 13. By Ald. Van Akkeren. September 17, 2012.

AN ORDINANCE placing stop signs at the southwest and northeast corners of S. 26th Street and Pennsylvania Avenue.

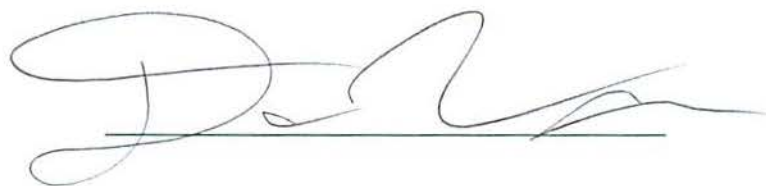
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled, "Erection of Official Signs", stop signs for shall be added requiring east bound and west bound traffic on Pennsylvania Avenue to stop at the intersection of S. 26th St. and Pennsylvania Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PPS.
approve.



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

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.

Your Committee to whom was referred Gen. Ord. No. 24-12-13 by Alderperson Van Akkeren repealing Gen. Ord. No. 66-07-08 so as to rescind the parking restrictions from 8 a.m. to 4 p.m. on the north side of Martin Ave. between N. 15th St. and N. 17th St.; recommends that the Ordinance be passed.

_____	_____
_____	_____
_____	_____
	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

IX

~~IX~~

8.2

G.O. No. 24 - 12 - 13. By Ald. Van Akkeren. September 17, 2012.

AN ORDINANCE repealing G.O. 66-07-08 so as to rescind the parking restrictions from 8 a.m. to 4 p.m. on the north side of Martin Avenue between N. 15th Street and N. 17th Street.

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

Section 1. G.O. 66-07-08 is hereby repealed.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs for 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.

PP-3
approve



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. _____ - 12 - 13. By FINANCE. October 1, 2012.

Your Committee met and discussed the 2013 Budget amendments and recommends approval of the attached amendments to Revenue and Expenses.

_____ 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



FINANCE COMMITTEE 2013 BUDGET AMENDMENTS**REVENUE**

ORG	OBJECT	DESCRIPTION	AMOUNT
		FINANCE	
10115100	435100	STATE SHARED REVENUE	31,162
10115100	435101	EXPENDITURE RESTRAINT	(63,567)
		POLICE-COMMUNICATIONS	
10121130	442521	False Alarm Fees	1,000
		FIRE	
10122100	435901	Fire Insurance from State	4,687
		BUILDING INSPECTION	
10123100	422101	Building Permit	30,000
		SANITATION-DROP-OFF	
10134150	469906	Sale of Waste Oil	(1,000)
		PARK	
10153000	447401	Park Reservation Permits	10,000
		CITY DEVELOPMENT	
10161100	441316	Conditional Use Permit	<u>2,500</u>
		Total Revenue Amendments	14,782

FINANCE COMMITTEE 2013 BUDGET AMENDMENTS

EXPENSE

ORG	OBJECT	DESCRIPTION	AMOUNT
		CITY BUILDINGS-CITY HALL	
10111210	510320	WI Retirement Fund	663
		CITY BUILDINGS-MSB BUILDING	
10111220	510320	WI Retirement Fund	1,314
		CITY BUILDINGS-OTHER RENTALS	
10111260	524110	Exterior Building Maint	(600)
10111260	525140	Gas - Utility	(25,000)
		MAYOR	
10112100	510110	Full Time Salaries	(6,000)
10112100	510320	WI Retirement Fund	1,078
10112100	523110	Office Equipment Maint	(15)
		CITY CLERK	
10113100	510320	WI Retirement Fund	766
10113100	523121	PC Repayment	(10)
10113100	523125	IS Services	(175)
10113100	525120	Telephone	(11)
10113100	526110	Professional Organizations	25
10113100	526130	Training & Education	(5)
		ELECTIONS	
10114100	510320	WI Retirement Fund	113
		FINANCE	
10115100	510320	WI Retirement Fund	2,187
10115100	525125	Mobile Telephone	(100)
		PURCHASING	
10115200	510320	WI Retirement Fund	301
		CITY ASSESSOR	
10116100	510320	WI Retirement Fund	1,487
10116100	523110	Office Equipment Maint	120
10116100	523120	Computer Maintenance	(1,000)
10116100	525120	Telephone	50
10116100	526105	Books	(300)
10116100	526110	Professional Organizations	83
10116100	530115	Paper	(100)
		HUMAN RESOURCES	
10118100	510320	WI Retirement Fund	511
10118100	530100	Office Supplies	3,600
		CITY ATTORNEY	
10119100	510320	WI Retirement Fund	924
10119100	530110	Printing Supplies	(25)
		GENERAL GOVERNMENT EMPLOYEE BENEFIT	
10119990	510320	WI Retirement Fund	(210,000)

FINANCE COMMITTEE 2013 BUDGET AMENDMENTS

EXPENSE

ORG	OBJECT	DESCRIPTION	AMOUNT
		POLICE-ADMINISTRATION	
10121100	510111	Full Time Salaries-Overtime	(3,000)
10121100	510320	WI Retirement Fund	6,549
10121100	523121	PC Repayment	(31)
10121100	523310	Comm Equipment Maint	3,000
10121100	525100	Electric	(300)
10121100	525135	Internet	(36)
10121100	526100	Publications & Subscriptions	(150)
10121100	526120	Licenses & Permits	(50)
		POLICE - PATROL	
10121120	510111	Full Time Salaries-Overtime	35,000
10121120	510310	FICA	2,678
10121120	510320	WI Retirement Fund	61,108
		POLICE-COMMUNICATIONS	
10121130	510111	Full Time Salaries-Overtime	2,937
10121130	510320	WI Retirement Fund	4,703
10121130	530100	Office Supplies	(150)
		POLICE-FLEET MAINTENANCE	
10121140	510320	WI Retirement Fund	370
		POLICE-PARKING ENFORCEMENT	
10121150	510320	WI Retirement Fund	605
		POLICE-BUILDING MAINTENANCE	
10121160	523120	Computer Maintenance	(301)
		POLICE - CRIMINAL INVESTIGATION	
10121200	510111	Full Time Salaries-Overtime	(10,000)
10121200	510310	FICA	(765)
10121200	510320	WI Retirement Fund	14,853
10121200	526133	Tuition & Coursework	(200)
		FIRE	
10122100	510320	WI Retirement Fund	74,904
10122100	521560	Medical Services	(80)
10122100	525105	Water	(20)
10122100	525110	Sewer	(17)
10122100	525135	Internet	(7)
10122100	526110	Professional Organizations	(500)
		BUILDING INSPECTION	
10123100	510111	Full Time Salaries-Overtime	2,400
10123100	510120	Part Time Salaries	15,000
10123100	510310	FICA	500
10123100	510320	WI Retirement Fund	1,774
10123100	521800	Program Services	11,000

FINANCE COMMITTEE 2013 BUDGET AMENDMENTS

EXPENSE

ORG	OBJECT	DESCRIPTION	AMOUNT
10123100	523120	Computer Maintenance	2,800
10123100	523121	PC Repayment	(4)
10123100	525120	Telephone	(20)
10123100	530260	Safety Supplies	(200)
		CIVIL DEFENSE	
10125100	510320	WI Retirement Fund	33
		DEPARTMENT OF PUBLIC WORKS	
10131100	510320	WI Retirement Fund	775
		ENGINEERING	
10132100	510320	WI Retirement Fund	1,919
10132100	523110	Office Equipment Maint	(113)
10132100	523120	Computer Maintenance	(110)
		STREETS DEPARTMENT-MSB ADMINISTRATION	
10133100	510320	WI Retirement Fund	1,512
		STREETS DEPARTMENT-STREETS/ALLEYS	
10133140	510320	WI Retirement Fund	2,341
		STREETS DEPARTMENT-STORM DRAINAGE	
10133150	510320	WI Retirement Fund	2,108
10133150	530255	Tools & Small Equipment	(500)
		STREET DEPARTMENT-STREET LIGHTING	
10133160	510320	WI Retirement Fund	181
10133160	530255	Tools & Small Equipment	(75)
		STREETS DEPARTMENT-BRIDGES & VIADUCTS	
10133170	510111	Full Time Salaries-Overtime	(2,000)
10133170	510320	WI Retirement Fund	26
		STREETS DEPARTMENT-SNOW & ICE	
10133180	510111	Full Time Salaries-Overtime	2,800
10133180	510320	WI Retirement Fund	2,030
10133180	530250	Sand & Salt	(2,000)
		STREETS DEPARTMENT-TRAFFIC CONTROL SIGN	
10133200	510111	Full Time Salaries-Overtime	(300)
10133200	510320	WI Retirement Fund	1,316
10133200	530255	Tools & Equipment	200
		STREETS DEPARTMENT-TRAFFIC CONTROL SIGNALS	
10133250	510320	WI Retirement Fund	170
		BOAT FACILITIES	
10137110	521900	CONTRACT SERVICES	(11,962)
		SANITATION DEPARTMENT-GARBAGE	
10134001	510320	WI Retirement Fund	2,813
10134001	526120	Licenses & Permits	(207)
		SANITATION DEPARTMENT-STREET CLEANING	

FINANCE COMMITTEE 2013 BUDGET AMENDMENTS

EXPENSE

ORG	OBJECT	DESCRIPTION	AMOUNT
10134120	510320	WI Retirement Fund	1,015
		SANITATION DEPARTMENT-RESIDENTIAL DROP-OFF	
10134150	510320	WI Retirement Fund	670
		CEMETERY	
10143100	510320	WI Retirement Fund	874
10143100	530295	Landscaping Supplies	500
		PARK DEPARTMENT-PARKS	
10153000	510111	Full Time Salaries-Overtime	4,200
10153000	510310	FICA	321
10153000	510320	WI Retirement Fund	5,105
10153000	524110	Building Exterior Maint	4,500
		PARK DEPARTMENT-MAYWOOD	
10153110	510320	WI Retirement Fund	303
		PARK-HARBOR CENTRE	
10153120	525100	Electric	(1,000)
		CELEBRATIONS-MISCELLANEOUS	
10155500	510320	WI Retirement Fund	22
		SENIOR ACTIVITY CENTER	
10156100	510320	WI Retirement Fund	640
10156100	521900	Contracted Services	(25)
10156100	524110	Building Exterior Maint	(50)
10156100	525105	Water	250
10156100	525110	Sewer	180
10156100	525120	Telephone	100
10156100	525140	Gas - Utility	(545)
10156100	526110	Professional Organizations	(65)
		CITY DEVELOPMENT	
10161100	510320	WI Retirement Fund	889
10161100	525120	Telephone	(676)
10161100	526110	Professional Organizations	600
10161100	527100	Car Allowance	286
10161100	530100	Office Supplies	<u>1,500</u>
		Total Expense Amendments	14,782

VII

R. C. No. - 12 - 13 . By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 132-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; 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 (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5062	Rountree, Lisa M.	145 Lexington Ct., Sheboygan Falls

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

_____	_____
_____	_____
_____	_____
	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

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 132-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9690	Schlenther, Kris A.	1271 Highland Dr., Kohler

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

_____	_____
_____	_____
_____	_____

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

111

VII

R. C. No. - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 141-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:

"CLASS A" LIQUOR LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi's #94	919 S. Taylor Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9720	Campbell, Amanda L.	2250A Calumet Dr.
9712	Cavanaugh, Jerica E.	2705 S. 15 th St.
9713	Dalhoff, Christopher M.	1703 Illinois Ave., #205
9716	Darrah, Leah C.	217 Giddings Ave., Sheb. Falls
9705	Doebert, Gerald W.	718 Audubon, Howards Grove
5608	Dolfin, Janell L.	1324 S. 17 th St.
9706	Dolson, Bailey E.	409 New York Ave.
7679	Dolson, Carmen S.	409 New York Ave.
9718	Holloman, Amber N.	3025 N. 9 th St., Apt. 4A
6560	Jankowski, Rebecca A.	830 N. Water St., #204
8475	Lensink, Amanda L.	1201 S. 20 th St.
3731	Reinke, Steven G.	2228 S. 8 th St.
9709	Scheibl, Stacy J.	3742 Enterprise Dr.
9721	Schuetz, Thomas F.	W6490 Aurora Rd., Plymouth
7259	Schutney, Joan L.	401 E Mill St., Apt. A, Plymouth
1508	Tershner, Jenny A.	1324 N. 6 th St.
9715	Weary, Takeelah M.	1422 Marie Ct.
9708	Weber, Rachael M.	W6675 Birchwood Rd., Crivitz

114

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6843	Bell, Jeffrey	1346 MacArthur Ave.
9711	Faulkner, Casey L.	1516 N. 9 th St.
9714	Gering, Kevin W.	2406 Main Ave.
7292	Gering, Roger E.	1252 MacArthur Ave.
9506	Trevino, Rebecca R.	1131 S. 10 th St.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

_____	_____
_____	_____
_____	_____

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

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. C. No. 189-12-13 by the City Clerk, submitting license application for the period ending June 30, 2013 and June 30, 2014; recommends that the Taxicab Operator's License #9660 be granted contingent on the application being corrected and a warning to include all future violations.

_____	_____
_____	_____
_____	_____
	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

VII

7.4

R. C. No. 189 - 12 - 13. By LAW AND LICENSING. September 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 107-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9660 be denied based upon her failure to accurately reveal all relevant convictions on her Taxicab Operator's license application, her record of violations related to the licensed activity, and her failure to cooperate with the committee.

*Re-refer to
Law & Lic.
grant contingent on app.
being corrected & warning
to include all future violations*

Jodi VanderWeele
Julie Kath
Susan G. 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

17

III

18

19

VII

R. C. No. - 12 - 13 . By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred G. O. No. 20-12-13 by Alderperson Matichek, amending Section 130-59 of the Municipal Code entitled "Regulations" so as to add a new subsection (d) thereof relating to required vehicle markings for taxicabs; recommends that the Ordinance be filed.

_____	_____
_____	_____
_____	_____

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

8.1

Gen. Ord. No. 20 - 12 - 13. By Alderperson Matichek. July 16, 2012.

AN ORDINANCE amending Section 130-59 of the Municipal Code entitled "Regulations" so as to add a new subsection (d) thereof relating to required vehicle markings for taxicabs.

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

Section 1. Section 130-59 of the Sheboygan Municipal Code entitled "Regulations" is hereby amended so as to add a new subsection (d) thereof to read as follows:

"Sec. 130-59. *Regulations.*

. . .

(d) *Vehicle markings.* Each taxicab shall have the following clearly and permanently marked:

1. The name and telephone number of the owner of the vehicle or the trade name and telephone number under which the vehicle is operated, placed on the right and left sides of the vehicle on either the front or rear doors with each character in the name at least 3/4 inch high and each number in the telephone number at least 1/2 inch high, in a color to contrast with the auto body color."

L.H.
File



30

1.2

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

A handwritten signature in dark ink, appearing to read "K. Mul", is written over a horizontal line.

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

II

R. O. No. _____ - 12 - 13. By CITY PLAN COMMISSION. October 1, 2012.

Your Commission to whom was referred Gen. Ord. No. 30-12-13 and R.O. No. 138-12-13 amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of property located at 2013 S 13th Street from Class NR Neighborhood Residential to Class NC Neighborhood Commercial; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 25, 2012, and after due consideration; recommends approval of the Ordinance and to file the Report of Officer.

Development Manager

X

8.1

Gen. Ord. No. 30 - 12 - 13. By Alderpersons Dekker and Wangemann.
September 17, 2012.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2013 S. 13th St. from Class NR Neighborhood Residential to Class Neighborhood Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class NR Neighborhood Residential to Class Neighborhood Commercial Classification.

Property located at 2013 S. 13th St. further described as:

Section 27, T.15N., R.23E, Assessment Subd. No. 18, Lot 11, Blk 5

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Plan



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

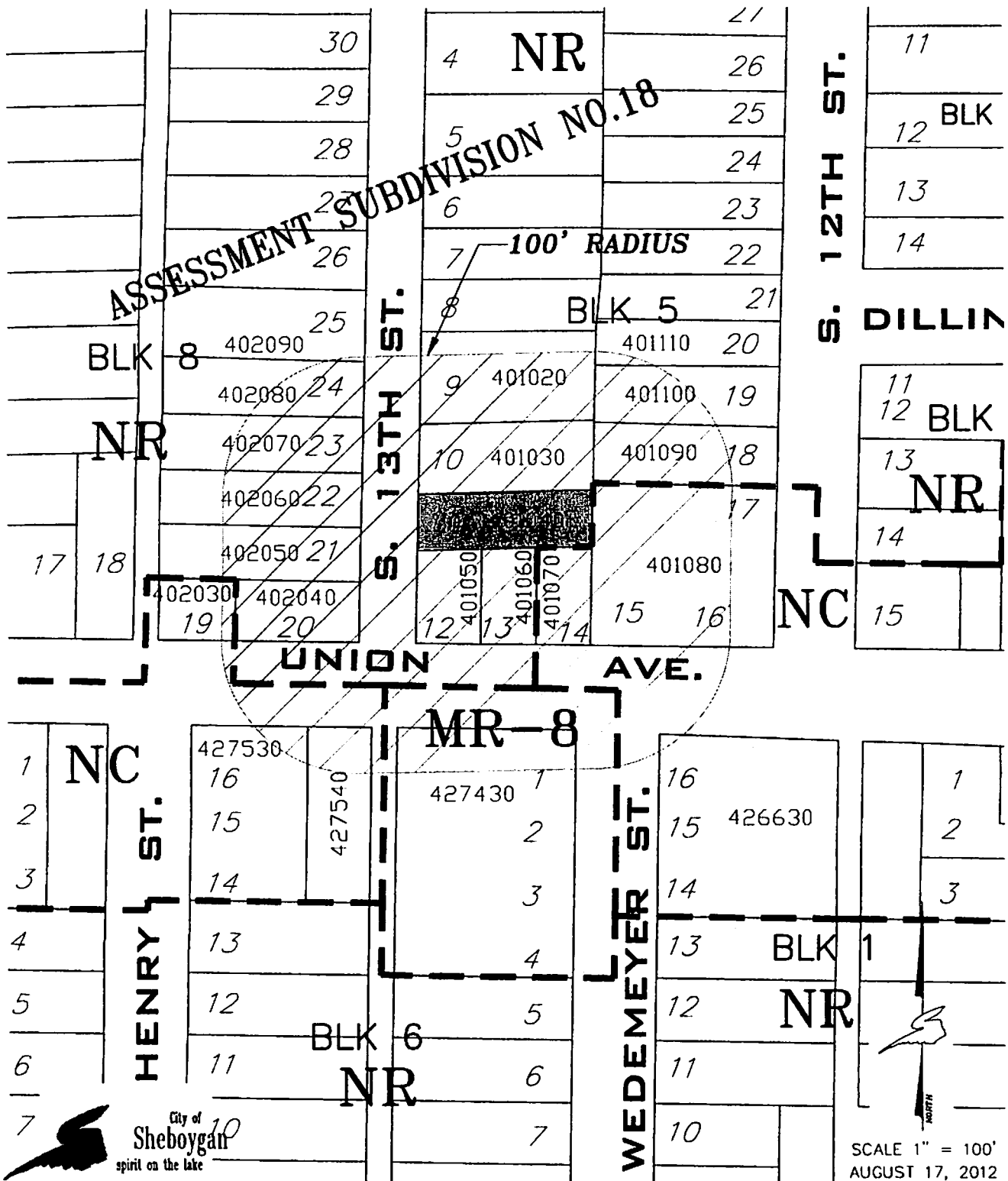
1-2



PROPOSED ZONING CHANGE FROM NR TO NC

SECTION 27, T. 15 N., R. 23 E.

ASSESSMENT SUBDIVISION NO. 18, LOT 11, BLK 5



II

5.2

R. O. No. 138 - 12 - 13. By CITY CLERK. September 17, 2012.

Submitting an application from RRG of Sheboygan, LLC, for the rezoning of property located at 2013 S. 13th St. from NR Neighborhood Residential to NC Neighborhood Commercial Classification.

City Plan

Susan Richards
City Clerk

II

James H. H. H.

MAP

OFFICE USE ONLY

APPLICATION NO.:

RECEIPT NO.: 683695

FILING FEE: \$200.00 (Payable to City of Sheboygan)

AUG 28 '12 PM 4:06

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**

(Requirements Per Section 15.903)

Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION RRG, LLC

~~Sheboygan Oil Co., Inc.~~
APPLICANT: (Richard Guske)

CELL PHONE: 920-918-2461

PHONE NO.: (920) 457-0670

Petro Center/Convenience Store
ADDRESS: 1208 Union Avenue, Sheboygan E-MAIL: nguske@gmail.com

* OWNER OF SITE: David Ninnemann

PHONE NO.: ()

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 2013 S. 13th Street, Sheboygan, WI

LEGAL DESCRIPTION: Lot 11, Block 5 Assessment Sub-division No. 18, City
of Sheboygan, Sheboygan County, Wisconsin

PARCEL NO. Sec. 27, T. 15N., R. 23E

MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: NR

PROPOSED ZONING DISTRICT CLASSIFICATION: NC

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____

Residential Property

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____

See Enclosure #1

* Property will be purchased by Sheboygan Oil Co., Inc. if and when property is re-zoned.

Letter from present property owner for permission to re-zone 2013 S. 13th Street is included.

City of Sheboygan
Application for
Amendment of Official Zoning Map
Sheboygan Oil Co., Inc.

ENCLOSURE #1

Detailed Description of Proposed Use:

Utilize the property for commercial use for future expansion. Existing house and garage will be razed and all debris hauled from site, including driveway, garage and house foundation rubble. Foundation excavation will be filled in with compacted fill and graded level. Top soil will be added and seeded with grass seed. The east 40 feet of this lot will be compacted crushed road gravel which will be paved with asphalt around May 15, 2013, weather permitting to match existing paving at Petro Center. Wood fence and 5 foot planting strip with mulch will be along south property line. There will be no new building on site, no new lighting added and no new signage added.

Proposed property expansion with site improvements will make Petro Center / Convenience Store more aesthetically pleasing to neighborhood. The property is very compatible with existing commercial properties along Union Avenue. There are 13 businesses located along Union Avenue west of the Petro Center to South Business Drive and 5 businesses in the block east of the Petro Center. Directly across the street to the south of property is a church parking lot with a church to the west.

Existing Petro Center **has been under same ownership for the past 36 years.** Increased street traffic over the years has increased business.

The existing residential property is for sale.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? _____

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

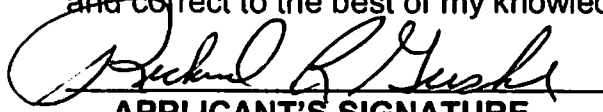
- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
 - ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
 - ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
 - ☐ Explain: _____
- _____
- _____

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? _____

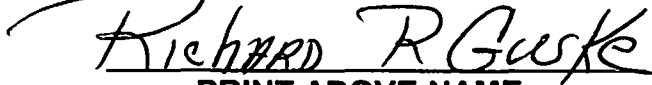
Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.


APPLICANT'S SIGNATURE

Aug 27 - 2011
DATE


PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Philip E. Ninnemann, individually and as attorney-in-fact for Thomas C. Ninnemann and as attorney-in-fact for Jeris W. Ninnemann

("Grantor," whether one or more), and RRG of Sheboygan, LLC

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in SHEBOYGAN County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

LOT ELEVEN (11), BLOCK FIVE (5), ASSESSMENT SUBDIVISION NUMBER EIGHTEEN (18), IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

Recording Area

Name and Return Address

**FALE, FALE & HEMSING
1526 SOUTH 12TH STREET
SHEBOYGAN, WI 53081**

59281401040

Parcel Identification Number (PIN)

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

** Individually and as attorney-in-fact for Thomas C. Ninnemann and as attorney-in-fact for Jeris W. Ninnemann

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing

Dated September 5, 2012

_____(SEAL) Philip E. Ninnemann (SEAL)

*

* Philip E. Ninnemann *

_____(SEAL)

*

AUTHENTICATION

Signature(s) _____

authenticated on _____

*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

FALE, FALE & HEMSING

BY: ATTY. JOSEPH F. HEMSING WIS. BAR #1010501

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

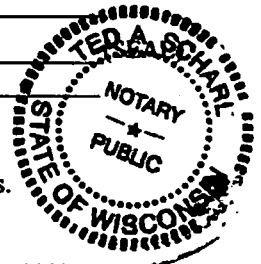
SHEBOYGAN COUNTY)

Personally came before me on September 5, 2012,

the above-named Philip E. Ninnemann, individually and as agent for Thomas C. Ninnemann and Jeris W. Ninnemann to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* Ted A. Scharl
Notary Public, State of WISCONSIN

My commission (is permanent) (expires: 11-3-2013)



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

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

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • info@proforms.com



Naudine Guske <nguske@gmail.com>

RE: Richard Guske - 2013 S 13th Street Property

1 message

Ted Scharl <tedscharl@gmail.com>

Sat, Aug 25, 2012 at 11:38 AM

To: "Sokolowski, Steve" <ssokolowski@ci.sheboygan.wi.us>

Cc: nguske@gmail.com

Dear Steve:

Richard Guske now has an accepted offer with the Ninnemann Family to purchase the 2013 S 13th Street property. However the seller, Phil Ninnemann will not sign the request for a zoning change.

Because Richard Guske now has equitable title to the property by way of his purchase contract can Richard make the request. I do not know when the public hearing would be but the closing is scheduled for September 7, 2012. More than likely at the time of the actual hearing date Mr. Guske would be the out right owner of the property.

Can Mr. Guske now make the request to change the zoning without the Ninnemann's signature?

Thanks for looking into this.

Yours truly,

--

Ted Scharl

Droppers & Scharl Realty
W2591 River Edge Drive
Oostburg, WI 53070-2121

[920-564-3226](tel:920-564-3226)

c: Richard Guske

Richard

— R —

Guske

*SHEBOYGAN OIL COMPANY, INC.

*SUPERIOR DISCOUNT LIQUOR

3801 Superior Avenue * Sheboygan, WI 53081

Phone: (920) 457-0670 * Fax: (920) 457-0322

E-mail: krw@sdlwest.com

August 1, 2012

Martin Corson

4417 A 18th St.

Sheboygan, WI 53081

Re: Purchase of 2013 S 13th St with razing of house

I have no reservations with the plans of Richard Guske and the Petro Center to purchase the property located at 2013 S 13th Street and raze the house.

Richard Guske agrees to abide by all city codes in this endeavor.

Date: 8/02/12

By: Martin Corson

LOT 13

Richard

***SHEBOYGAN OIL COMPANY, INC.**

***SUPERIOR DISCOUNT LIQUOR**

— R —

Guske

3801 Superior Avenue * Sheboygan, WI 53081

Phone: (920) 457-0670 * Fax: (920) 457-0322

E-mail: krw@sdlwest.com

August 1, 2012

Robert and Theresa Sabrowski

1224 Union Ave

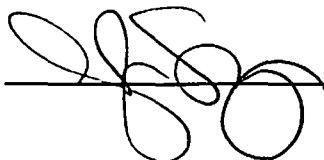
Sheboygan, WI 53081

Re: Purchase of 2013 S 13th St with razing of house

I have no reservations with the plans of Richard Guske and the Petro Center to purchase the property located at 2013 S 13th Street and raze the house.

Richard Guske agrees to abide by all city codes in this endeavor.

Date: 8/6/12

By: 

LOT 12

Richard

— R —

Guske

*SHEBOYGAN OIL COMPANY, INC.

*SUPERIOR DISCOUNT LIQUOR

3801 Superior Avenue * Sheboygan, WI 53081

Phone: (920) 457-0670 * Fax: (920) 457-0322

E-mail: krw@sdlwest.com

August 1, 2012

Laux LLC
1244 Castle Ave
Sheboygan, WI 53081

Re: Purchase of 2013 S 13th St with razing of house

I have no reservations with the plans of Richard Guske and the Petro Center to purchase the property located at 2013 S 13th Street and raze the house. Richard Guske agrees to abide by all city codes in this endeavor.

Richard Guske also agrees not to construct another fence in areas where there is an existing link fence.

Date: 8/13/12
By: Richard Laux

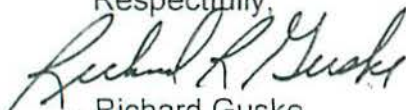
LDT 10

*I would like see your
plans for the property
on South 13th street
after you purchase it.*

If you have any concerns, please feel free to contact me at the above number.

If this meets with your approval, please sign and mail back to me in the enclosed envelope.

Respectfully,


Richard Guske

CC: Richard Laux, Joann Laux

Richard

*SHEBOYGAN OIL COMPANY, INC.

*SUPERIOR DISCOUNT LIQUOR

— R —

Guske

3801 Superior Avenue * Sheboygan, WI 53081

Phone: (920) 457-0670 * Fax: (920) 457-0322

E-mail: krw@sdlwest.com

August 1, 2012

Laux LLC
1244 Castle Ave
Sheboygan, WI 53081

Re: Purchase of 2013 S 13th St with razing of house

I have no reservations with the plans of Richard Guske and the Petro Center to purchase the property located at 2013 S 13th Street and raze the house. Richard Guske agrees to abide by all city codes in this endeavor.

Richard Guske also agrees not to construct another fence in areas where there is an existing link fence.

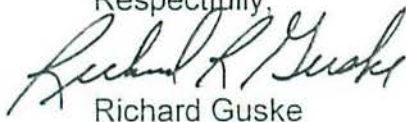
Date: 8/18/12

By: 

If you have any concerns, please feel free to contact me at the above number.

If this meets with your approval, please sign and mail back to me in the enclosed envelope.

Respectfully,


Richard Guske

CC: Richard Laux, Joann Laux

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

DATE 07-10-2001 BY SP-6
JANUARY 1997

1. The purpose of this document is to provide a summary of the information received from the source.

2. The source has provided information regarding the activities of the group, including the names of the individuals involved and the locations of the meetings.

3. The source has also provided information regarding the activities of the group, including the names of the individuals involved and the locations of the meetings.

4. The source has also provided information regarding the activities of the group, including the names of the individuals involved and the locations of the meetings.

5. The source has also provided information regarding the activities of the group, including the names of the individuals involved and the locations of the meetings.

6. The source has also provided information regarding the activities of the group, including the names of the individuals involved and the locations of the meetings.

7. The source has also provided information regarding the activities of the group, including the names of the individuals involved and the locations of the meetings.

Richards, Sue

From: Richards, Sue
Sent: Wednesday, September 05, 2012 11:39 AM
To: 'Ted Scharl'; Sokolowski, Steve; Pelishek, Chad; McLean, Steve; 'nguske@gmail.com'
Subject: RE: Rezone of property at 2013 S. 13th St.

Mr. Scharl –

Thanks for your response. If I receive proper documentation prior to the next Council meeting, the schedule would be as follows for the rezoning:

Sept. 17th – Submit to Council to be referred to City Plan Commission
Sept. 25th – City Plan Commission will make recommendation
Oct. 1st – back to Council to be held until the following Council meeting (as per Statute)
Oct. 15th – Public Hearing on the rezone and Ordinance for Council consideration

Thanks,
Sue Richards
City Clerk

From: Ted Scharl [<mailto:tedscharl@gmail.com>]
Sent: Wednesday, September 05, 2012 11:28 AM
To: Richards, Sue
Cc: nguske@gmail.com; Sokolowski, Steve; Pelishek, Chad; McLean, Steve
Subject: Re: Rezone of property at 2013 S. 13th St.

Dear Clerk Richards:

Dick Guske is closing on the purchase of the property this afternoon in the name of RRG of Sheboygan, LLC. I will mail you a copy of the deed to confirm this.

Yours truly,

Ted Scharl
Droppers & Scharl Realty
W2591 River Edge Dr.
Oostburg, WI 53070-2121

920-564-3226

On Wed, Sep 5, 2012 at 10:08 AM, Richards, Sue <srichards@ci.sheboygan.wi.us> wrote:

Good Morning –

This is to keep all of you updated as to the status of the rezone application.

I sent an email to Guskes on August 29th stating that I need to have a letter from the owner of the property in order to move the process forward. (please see attached documentation).

As of today, I have not received anything and will hold onto the application until that is received.

The next possible Council meeting that this could be introduced is Monday, September 17th so if I receive something prior to that date, I will send this thru the proper channels.

Just wanted to keep everyone up to date as to where we are at this moment.

Thanks,

Susan Richards

City Clerk – City of Sheboygan

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.

--

Ted Scharl

Droppers & Scharl Realty
W2591 River Edge Drive
Oostburg, WI 53070-2121

920-564-3226

Richards, Sue

From: Richards, Sue
Sent: Wednesday, August 29, 2012 3:31 PM
To: 'nguske@gmail.com'
Cc: Pelishek, Chad; McLean, Steve
Subject: Rezoning application

Mr. Guske –

I have received your application for Sheboygan Oil Co., Inc. to rezone property located at 2013 S. 13th St. from NR Neighborhood Residential to NC Neighborhood Commercial. In reviewing all the required documentation in order to start the process, I notice that there is no letter from the owner of the property, Mr. David Ninnemann, authorizing Sheboygan Oil Co., Inc. to make the application. (It states at the bottom of the 1st page that a letter from the property owner is attached, however, it is not there.

I will hold this packet until I get a letter from the owner and then will start the process through Common Council.

Sincerely,

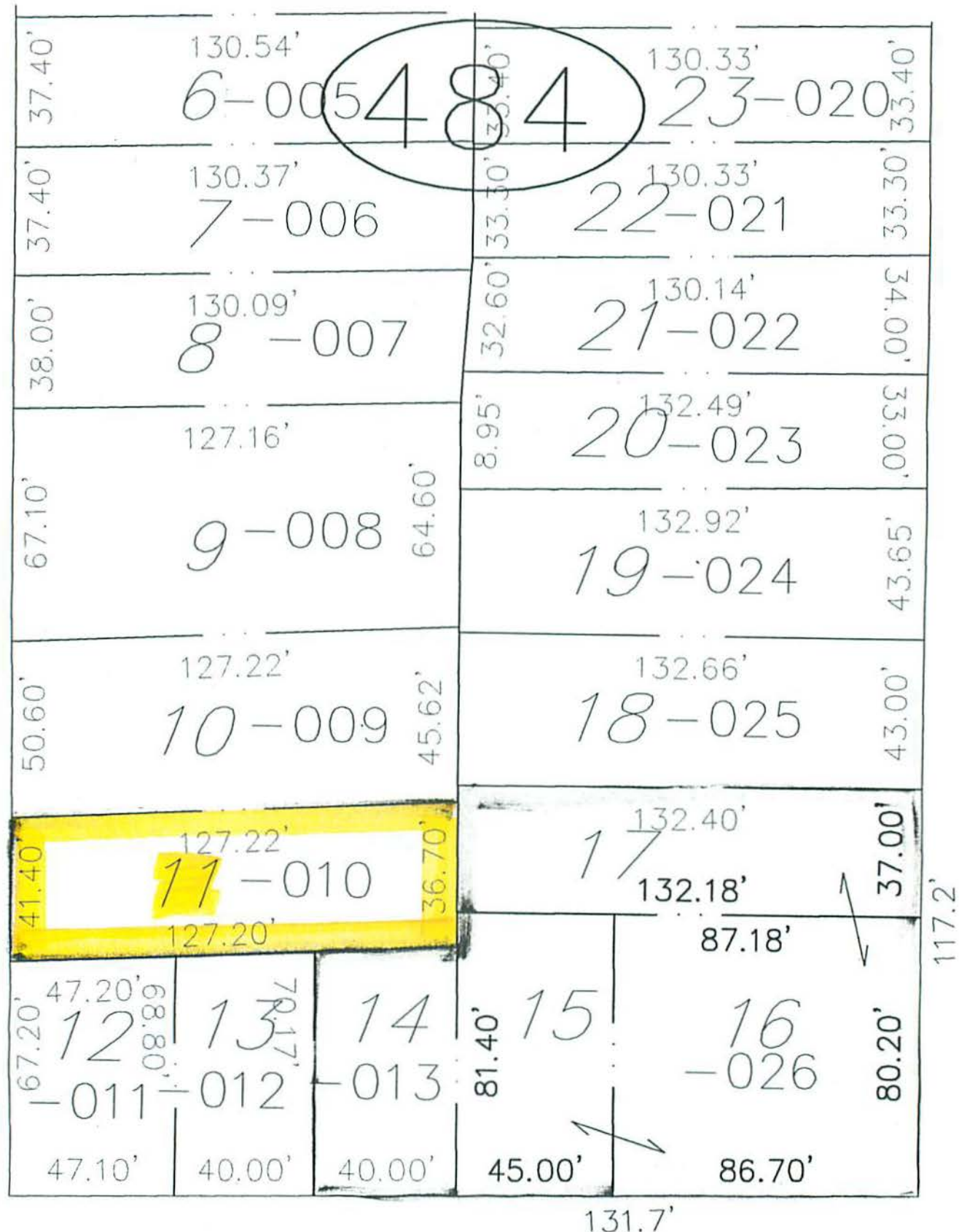
Susan Richards

City Clerk – City of Sheboygan

City Clerk - City of Sheboygan
828 Center Ave., Suite 100
Sheboygan, WI 53081
920-459-3364

13TH

SOUTH



UNION AVENUE

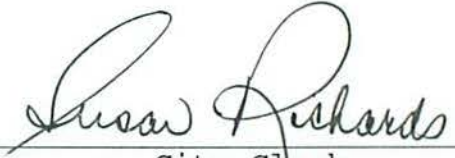
12TH

SOUTH

II

R. O. No. - 12 - 13 . By CITY CLERK. October 1, 2012.

Submitting an application for amendment of the Official Zoning Map from PH Sheboygan LLC for property located at 3711 S. Taylor Dr. (Wal-Mart Outlot).



City Clerk

II

Handwritten text, possibly a signature or date, in the center of the page.

APPLICATION NO.:

RECEIPT NO.: #121605FILING FEE: **\$200.00** (Payable to City of Sheboygan)

CITY OF SHEBOYGAN APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of **\$200** (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Bob Rowe of The Redmond Co. PHONE NO.: (262) 896.8748
w228 n745 Westmound Dr.
 ADDRESS: Waukesha, WI 53186 E-MAIL: browe@theredmondco.com
QDOBA - PH Sheboygan LLC has an approved option to purchase this site
 OWNER OF SITE: from Wal-mart PHONE NO.: ()

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 3711 South Taylor Drive, WalMart Outlot

LEGAL DESCRIPTION: See attached proposed CSM

PARCEL NO. _____ MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: SI- Suburban Industrial

PROPOSED ZONING DISTRICT CLASSIFICATION: SC- Suburban Commercial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: _____

This is a vacant parcel which is part of the existing Wal-Mart development.

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: _____

Proposed operation includes a Qdoba Mexican Grill and potentially 1 or 2 retail tenants to be named.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? _____

There are no known conflicts with the Wisconsin Department of Natural Resources or the Federal Emergency Management Agency. _____

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- ☒ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- ☐ Explain: Due to the development of the neighboring properties it is beneficial
to re-zone this currently under utilized site to fit its surroundings and bring additional
tax revenue into the City of Sheboygan.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? _____

There are several other current properties that have similar land uses.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

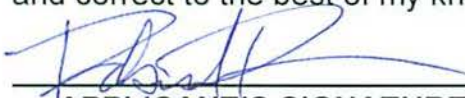
Currently this parcel is surrounded on three sides by SC- Suburban Commercial

Zoned parcels. Therefore the zoning use will blend in very well along the Washington

Ave. Frontage Road.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.



APPLICANT'S SIGNATURE

09/16/2012

DATE

Bob Rowe

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 121605

License No: 0000

Date: 09/24/2012

Received By: LSL

Received From: REDMOND CO

Memo: ZONING CHANGE

Method of Payment: \$200.00 Check No. 118789

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

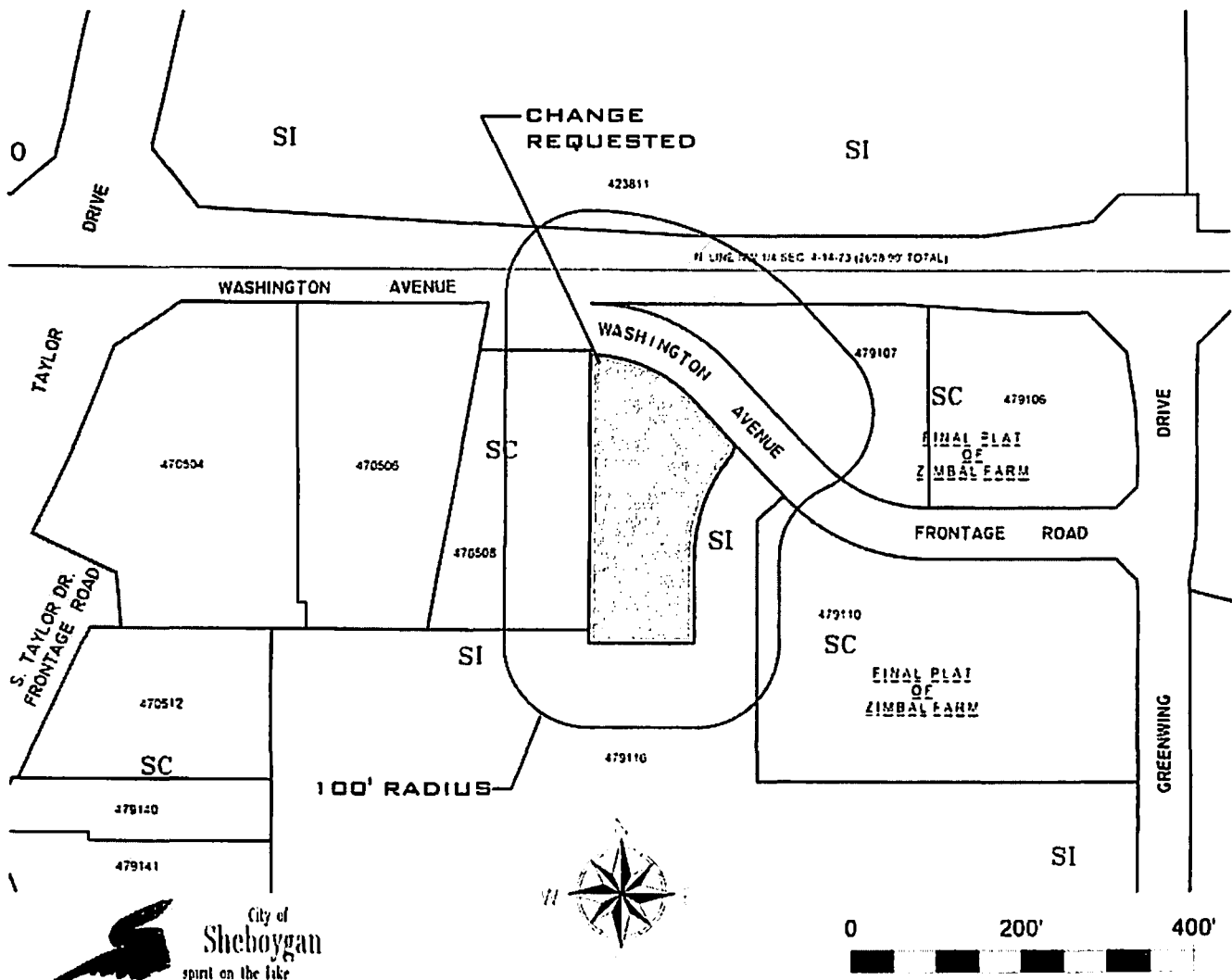
This document signifies receipt of fees in the amount indicated above.

PROPOSED ZONING CHANGE FOR QDOBA SUBURBAN INDUSTRIAL TO SUBURBAN COMMERCIAL SECTION 4, T. 14 N., R. 23 E.

A parcel of land being part of the Northwest ¼ of Section 4, Town 14 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner said Northwest ¼; thence South 89°45'00" E, 1174.64 feet along the north line of said ¼ Section; thence S 0°40'12" W, 100.01 feet to the southerly line of Washington Avenue Frontage Road and the point of beginning; thence south 89°45'00" east, 0.44 feet along said southerly line to the beginning of a 170.00 foot radius curve to the right, whose chord bears south 66°09'33" east, 136.07 feet; thence southeasterly, 139.99 feet along the arc of said curve; thence south 42°34'06" east, 67.97 feet to a point of curvature; thence southerly 18.16 along the arc of a curve whose radius lies 27.83 feet to the northwest and whose chord bears S 20°35'29" W, 17.88 feet to a point of curvature; thence southerly 128.22 feet along the arc of a curve whose radius lies 189.86 feet to the southeast and whose chord bears S 19°34'45" W, 125.79 feet; thence S 00°13'58" E, 99.21 feet; thence N 89°45'00" W, 126.00 feet; thence N 00°40'12" E, 339.00 feet to the point of beginning.

Containing 43,846 Square Feet





2001 S.E. 10th Street
Bentonville, AR 72716-5535
Nathan Hamblen
Phone: 479-277-1348
E-Mail: nhamble@wal-mart.com

July 31, 2012

Nathan Hamblen
Sr. Transaction Manager
Walmart Realty
2001 SE 10th Street
Bentonville, AR 72716-5535

Re: Property Owner Approval – Walmart Store # 1276 Outparcel – Sheboygan, WI

To whom in may concern:

Wal-Mart Stores Inc. (owner/seller), hereby authorizes PH Sheboygan LLC, its affiliates or assigns, (buyer) to submit a conditional use permit application (and other applications as may be necessary) to operate a restaurant/retail center use from the property located at 3711 South Taylor Drive (address of property buyer will operate from) including (but not limited to) architectural review, rezoning, certified survey map and conditional use permits for the outparcel located at store #1276 at the above address in Sheboygan, WI. By signing below, Wal-Mart consents to PH Sheboygan LLC (or its affiliates or assigns) to apply for the above approvals with the applicable local municipality. This authorization shall immediately terminate should the sale contemplated between Wal-Mart and PH Sheboygan, LLC, fail to occur.

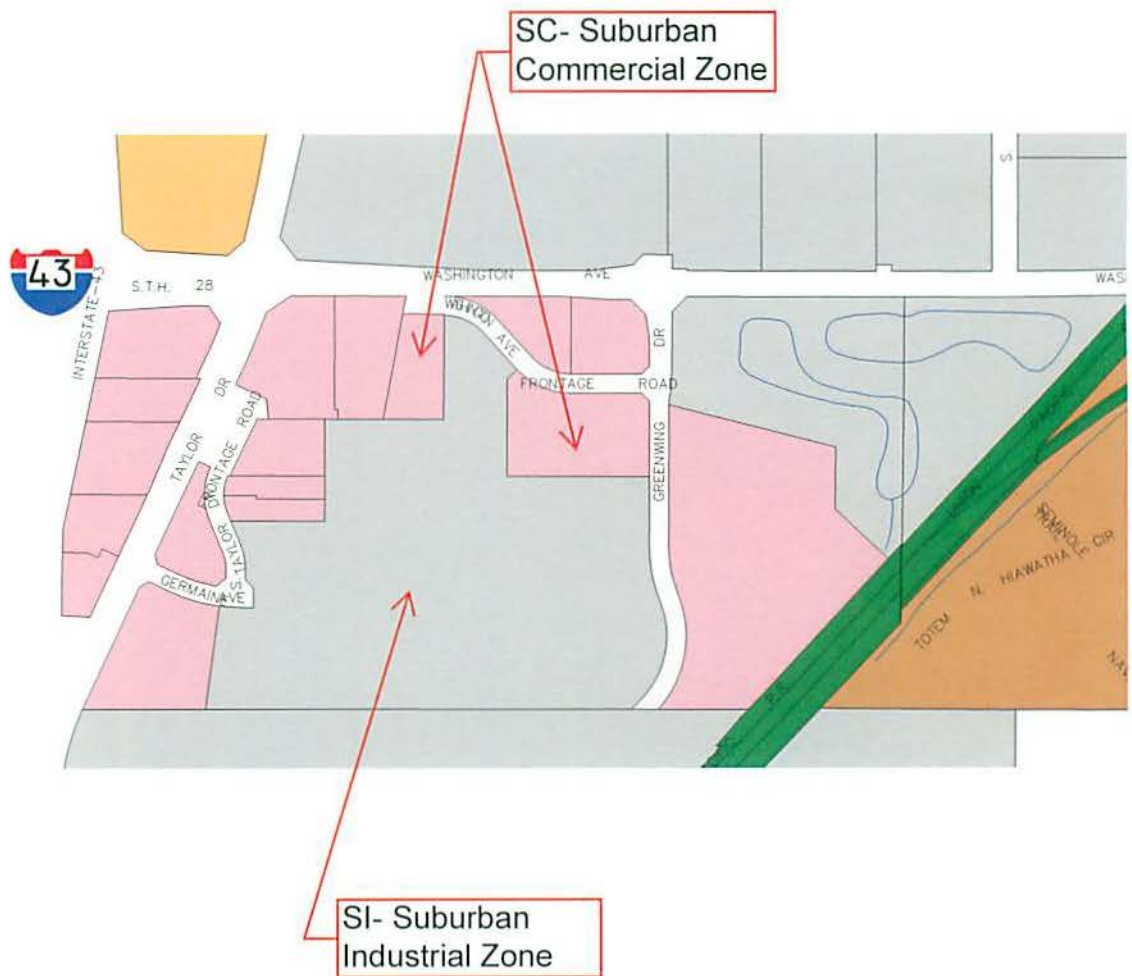
Respectfully,

A handwritten signature in blue ink that reads "Nathan Hamblen".

Nathan Hamblen
Sr. Transaction Manager
Wal-Mart Realty Company,
a subsidiary of Wal-Mart Stores, Inc.

City of Sheboygan

Existing 2011 Zoning Map



II

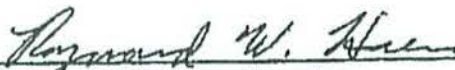
R. O. No. _____ - 12 - 13. BOARD OF WATER COMMISSIONERS. October 1, 2012.

To the Honorable, the Mayor and Common Council:

Submitting, as a matter of record, in accordance with the Finance Committee request dated March 1, 1991, the Sheboygan Water Utility's Budget for the year 2013.

BOARD OF WATER COMMISSIONERS


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary

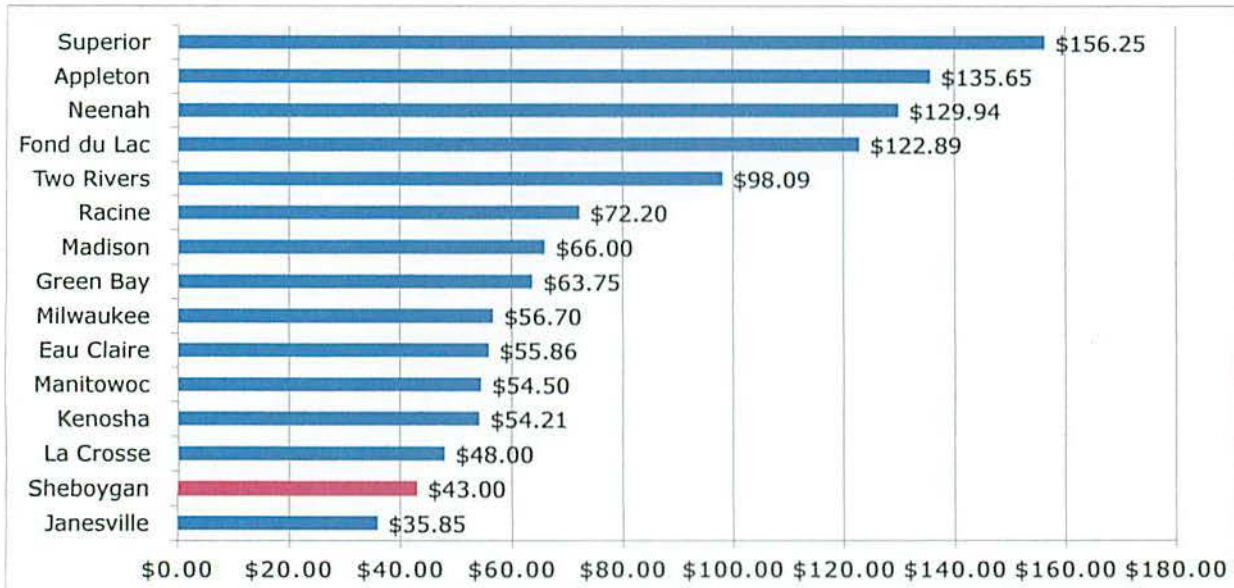

Art Stewart, Member

Attachment

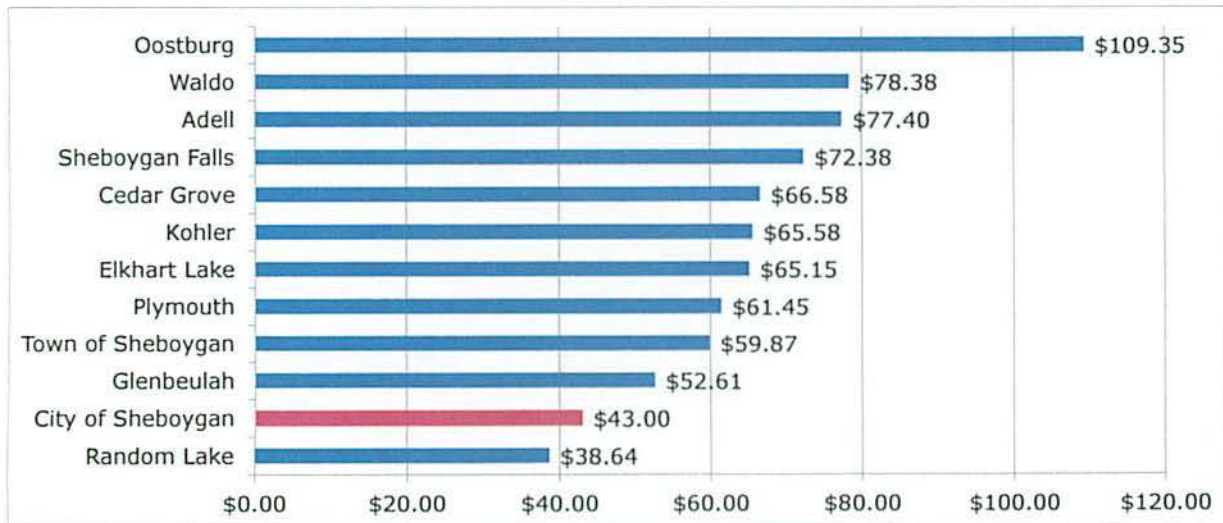
2013 Sheboygan Water Utility Budget Summary

- No water rate increase anticipated for 2013
- Tax equivalency payment to municipality estimated at \$962,808
- \$3M water revenue bond issuance anticipated to pay for wash tank and water main replacements
- New costs incurred to pay for state-mandated cross connection program
- Water Utility now assuming all up-front costs for private water lateral replacements
- \$1.50M budgeted for water main replacements
- \$2.48M budgeted for other capital improvements, including \$1.30M wash tank replacement

**TYPICAL QUARTERLY RESIDENTIAL WATER BILL IN WI COMMUNITIES
(BASED ON 18,750 GAL.USAGE)
(EFFECTIVE 2/22/2012)**



**QUARTERLY RESIDENTIAL WATER RATES FOR SHEBOYGAN COUNTY
(BASED ON 18,750 GAL. USAGE)
(EFFECTIVE 2/22/2012)**



	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	YEAR 2013													
2														
3	SHEBOYGAN WATER UTILITY													
4														
5	Sheboygan, Wisconsin													
6	2013 Budget													
7														
8	Budget provides for investment of \$9,203,714 in all phases of Water Utility operation.													
9														
10	(investment does not include principal payments; \$575,000 in 2013)													
11	Revenues													
12														
13	Revenues are realized primarily from four different sources: Water Sales; Other Operating Revenues, which includes charges to the													
14	City for billing, metering, and collecting the sewer and storm water charge; Non-Operating Income Revenues, which includes													
15	Interest Income; and Contributions in Aid of Construction, which are special assessments for water main installations.													
16														
17	Budgeted Revenue projection for 2013 is \$7,220,664 (1)													
18														
19	Estimated Revenue total as of December 31, 2012 \$7,213,088													
20														
21	Total projected Revenues for 2013 are expected to increase or (decrease) \$7,576													
22	approximately from estimated 2012 Revenues													
23														
24														
25	Expenditures													
26														
27	An overall view of the expenditures is as follows:													
28														
29														
30														
31														
32	Expenditure by Classification													
33	Labor \$1,314,636 \$1,331,533 \$1,372,017 \$40,484 3.0%													
34	Source of Supply Expense \$18,100 \$18,129 \$19,100 \$971 5.4%													
35	Pumping Expenses \$464,546 \$492,000 \$504,720 \$12,720 2.6%													
36	Water Treatment Expenses \$510,566 \$556,000 \$543,000 -\$13,000 -2.3%													
37	Transmission & Dist. Expenses \$285,724 \$320,928 \$272,000 -\$48,928 -15.2% (2)													
38	Customer Accounts Expenses \$46,537 \$63,785 \$64,800 \$1,015 1.6%													
39	Administrative & General Expenses \$668,003 \$798,203 \$852,214 \$54,011 6.8% (3)													
40	Taxes \$1,076,808 \$1,075,000 \$1,089,808 \$14,808 1.4%													
41	Capital Outlay \$2,158,458 \$2,497,500 \$4,158,800 \$1,661,300 66.5% (4)													
42	Interest Expense On Bonds \$349,856 \$350,051 \$327,255 -\$22,796 -6.5%													
43														
44	Totals \$6,893,234 \$7,503,129 \$9,203,714 \$1,700,585 22.7%													
45														
46	1) No rate increase anticipated during 2013.													
47	2) Decrease due to capitalization of meters with Orion readers.													
48	3) Increase due to state-mandated cross connection program													
49	4) Increase due to \$1.2M replacement of 1929 wash water tank.													
50														
51	Sheboygan's water rates remain among the lowest in the state for class AB utilities serving more than 5,000 customers.													
52														

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
59	SHEBOYGAN WATER UTILITY													
60	CASH AND BUDGET SUMMARY													
61														
62	YEAR 2013													
63														
64											Budget	Estimate	Budget	
65	REVENUES										2012	2012	2013	
66														
67	Cash Balance January 1 (including bond reserves)										\$3,839,841	\$4,355,000 (1)	\$4,119,213	
68														
69														
70	Current Revenues													
71														
72	Total Sales of Water										\$5,460,166	\$5,393,246	\$5,393,246	
73	Other Operating Revenues (other sales)										\$1,749,713	\$1,697,982	\$1,697,982	
74	Non-Operating Revenues (other revenues)										\$119,383	\$119,859	\$119,435	
75	Contr. in Aid of Construction										\$10,000	\$2,000	\$10,000	
76														
77	Total Current Revenues										\$7,339,262	\$7,213,088	\$7,220,664	
78														
79	Total Reserves Available										\$11,179,103	\$11,568,088	\$11,339,877	
80														
81														
82	EXPENDITURES													
83														
84	Operation & Maintenance													
85														
86	Source of Supply										\$18,129	\$18,100	\$19,100	
87	Pumping										\$616,985	\$577,546	\$624,640	
88	Water Treatment										\$1,074,013	\$1,035,566	\$1,085,800	
89	Transmission & Distribution Main										\$649,143	\$610,724	\$610,000	
90	Customer Accounts										\$208,785	\$181,537	\$188,000	
91	Taxes										\$1,075,000	\$1,076,808	\$1,089,808	
92	Administrative & General										\$1,013,394	\$884,539	\$1,077,411	
93														
94	Total Operation & Maintenance Exp.										\$4,655,449	\$4,384,820	\$4,694,759	
95														
96	Other Expenditures													
97														
98	Capital Outlay										\$2,497,500	\$2,158,458	\$4,158,800	
99	Safe Drinking Water Loan Proceeds										\$0	\$0	\$0	
100	Proceeds From Bond Issue (including \$ to new bond reserve fund)										\$0	\$0	-\$3,000,000	
101	Debt Service (including principal and interest)										\$905,596	\$905,596	\$913,652 (2)	
102														
103	Total Other Expenditures										\$3,403,096	\$3,064,054	\$2,072,452	
104														
105	Total Expenditures										\$8,058,545	\$7,448,874	\$6,767,211	
106														
107	Cash & Receivables Balance -December 31, 2012										\$3,120,558	\$4,119,213	\$4,572,665	
108	(Total Reserves - Total Expenditures)													
109	1) Note! Cash reported is actual Jan 1, 2012.													
110	2) No additional debt service in 2013 if issuance is dated May 1 or after. Additional debt service in 2014 is \$196k.													
111														

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
113	SHEBOYGAN WATER UTILITY													
114	STATEMENT OF ESTIMATED REVENUES													
115														
116	FOR FISCAL YEAR ENDING DECEMBER 31, 2013													
117														
118														
119							Actual	Budget			Estimate		Budget	
120	REVENUE SOURCE						2011	2012			2012		2013	
121	(2013 estimate based on no increase in water pumpage)													
122	Metered Sales to General Customers (approx. 4,900 million gallons)													
123														
124	Residential						\$2,016,826	\$2,177,759			\$2,164,096		\$2,164,096	
125	Commercial						\$660,628	\$690,407			\$681,273		\$681,273	
126	Industrial						\$2,559,369	\$2,592,000			\$2,547,877		\$2,547,877	
127														
128					Totals		\$5,236,823	\$5,460,166			\$5,393,246		\$5,393,246	
129														
130	Other Sales to Water Customers													
131														
132	Private Fire Protection						\$84,873	\$91,434			\$88,738		\$88,738	
133	Public Fire Protection (% inc Falls & Kohler)						\$771,915	\$822,805			\$786,368		\$786,368	
134	Sales to Public Authorities						\$94,248	\$83,002			\$71,490		\$71,490	
135	Sales to Sheboygan Falls & Kohler (%)						\$673,613	\$734,400			\$734,764		\$734,764	
136	Sales to Irrigation Customers						\$16,439	\$18,072			\$16,622		\$16,622	
137	Miscellaneous Sales						\$0	\$0			\$0		\$0	
138														
139					Totals		\$1,641,088	\$1,749,713			\$1,697,982		\$1,697,982	
140	Other Revenues													
141	Late Payment Charges						\$33,178	\$29,614			\$27,246		\$27,246	
142	Miscellaneous Sales:						\$34,863	\$27,533			\$32,600		\$32,600	
143	Rental Income from Georgia Ave						\$18,536	\$18,000			\$19,101		\$19,101	
144	Billing & Collecting Charge to City						\$37,652	\$29,236			\$25,488		\$25,488	
145	(other billing & collecting costs accounted for by expense reduction per PSC)													
146					Totals		\$124,229	\$104,383			\$104,435		\$104,435	
147														
148					Total Revenues		\$7,002,140	\$7,314,262			\$7,195,664		\$7,195,664	
149														
150	Other Income													
151														
152	Interest						\$12,461	\$15,000			\$15,424		\$15,000	
153	Contributions in Aid of Construction (including private laterals)						\$7,125	\$10,000			\$2,000		\$30,000 (1)	
154														
155					Totals		\$19,586	\$25,000			\$17,424		\$45,000	
156														
157														
158					Grand Totals		\$7,021,726	\$7,339,262			\$7,213,088		\$7,240,664	
159														
160	(1) In 2012, Utility took over responsibility for payment on all private water lateral assessments. City previously paid for assessments exceeding \$50k.													
161														

[illegible]

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
225	SHEBOYGAN WATER UTILITY													
226	OPERATION AND MAINTENANCE EXPENSES													
227														
228	YEAR 2013													
229														
230							Actual	Budget		Estimate		Budget		
231	Transmission & Distribution Expenses						2011	2012		2012		2013		
232														
233	Operations													
234														
235	Labor						\$167,560	\$150,000		\$150,000		\$156,000		
236	Reservoirs & Standpipes						\$225	\$228		\$636		\$1,000		
237	Mains & Hydrants						\$3,506	\$3,000		\$3,706		\$4,000		
238	Meters						\$30,821	\$140,000		\$140,000		\$90,000	(1)	
239	Customer Services						\$29,167	\$30,000		\$27,432		\$30,000		
240	Miscellaneous						\$7,163	\$7,738		\$10,000		\$10,000		
241	Utilities						\$16,350	\$14,000		\$15,834		\$16,000		
242														
243	Maintenance													
244														
245	Labor						\$172,346	\$178,215		\$175,000		\$182,000		
246	Structures & Improvements						\$578	\$728		\$472		\$1,000		
247	Reservoirs & Standpipes						\$8,941	\$10,078		\$3,230		\$10,000		
248	Mains						\$59,379	\$80,000		\$65,000		\$75,000		
249	Meters						\$2,856	\$2,528		\$4,444		\$5,000		
250	Hydrants						\$17,334	\$20,000		\$10,970		\$20,000		
251	Customer Services						\$3,584	\$12,628		\$4,000		\$10,000		
252														
253						Totals	\$519,810	\$649,143		\$610,724		\$610,000		
254														
255	Customer Accounts Expenses													
256														
257	Operations													
258														
259	Labor						\$132,325	\$145,000		\$135,000		\$145,000		
260	Meter Reading						\$4,542	\$4,002		\$3,980		\$4,000		
261	Billing & Collecting						\$24,820	\$30,000		\$18,306		\$28,000		
262	Uncollectable Accounts						\$8,529	\$11,000		\$9,316		\$11,000		
263	Utilities						\$640	\$1,100		\$872		\$1,800		
264	Postage						\$14,621	\$17,683		\$14,063		\$20,000		
265														
266						Totals	\$185,477	\$208,785		\$181,537		\$209,800		
267														
268	Taxes													
269														
270	Local & School (Tax equivalency paid to City)						\$933,489	\$945,000		\$957,808		\$962,808		
271	Payroll						\$98,944	\$120,000		\$109,000		\$117,000		
272	P.S.C. Remainder Assessment (mandatory fee to state regulator)						\$10,206	\$10,000		\$10,000		\$10,000		
273														
274						Totals	\$1,042,639	\$1,075,000		\$1,076,808		\$1,089,808		
275														
276	Interest Expense Long Term Debt													
277														
278	Expense (2004 SDW loan, 2005 bonds,					Total	\$358,548	\$350,051		\$349,856		\$327,255		
279	2007 bonds, unfunded pension)													
280														
281	1) Orion reader no longer expensed separately from meter.													

[illegible]

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345	YEAR 2013													
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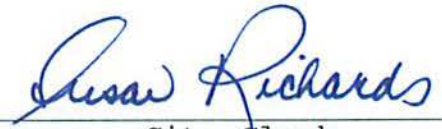
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1) unexpected purchase due to new DPW concrete spec

II

R. O. No. - 12 - 13 . By CITY CLERK. October 1, 2012.

Submitting a Summons and Complaint in the matter of Wisconsin Housing and Economic Development Authority vs. Angela Puddy et al.



City Clerk

II

2 leaves + 2 lines

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Wisconsin Housing and Economic
Development Authority, assignee of
Community Bank & Trust
201 West Washington Avenue
PO BOX 1728 Suite 700
Madison, WI 53701

CIRCUIT COURT BRANCH 3
ANGELA W SUTKIEWICZ
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

Plaintiff,

vs.

Case No. 12CV0847

Angela M. Puddy a/k/a Angie Puddy
2310 North 13th Street
Sheboygan, WI 53083

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Community Bank & Trust
604 N. 8th Street
Sheboygan, WI 53082

Partners for Community Development
c/o Lucio Fuentes,
Registered Agent
1407 S. 13th Street
Sheboygan, WI 53081

Endodontic Specialists, SC
3314 Superior Avenue
Sheboygan, WI 53081

Defendants.

SHEBOYGAN COUNTY
WISCONSIN
12 SEP 21 PM 2:34
CLERK CIRCUIT COURT
FILED

Process Server: [Signature]
Time: 1:04 PM Date: 9/25/12
Address of serve: as above

Person Served: as above
Linda Schroeder
Deputy Clerk

SUMMONS

☐ Personal ☐ Substitute
☐ Posted ☒ Corporate

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds \$10,000.00

THE STATE OF WISCONSIN,

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has
filed a lawsuit or other legal action against you. The

CC: ATTY'S OFFICE, JIM AMODEO, BARB OLM, LAURIE SUHRKE

Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days, or within 45 days if you are the State of Wisconsin or an insurance company, or within 60 days if you are the United States of America, after receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, which address is Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, WI 53081, and to Bass & Moglowsky, S.C., plaintiff's attorneys, whose address is Bass & Moglowsky, S.C., 501 West Northshore Drive, Suite 300, Milwaukee, Wisconsin 53217. You may have an attorney help or represent you.

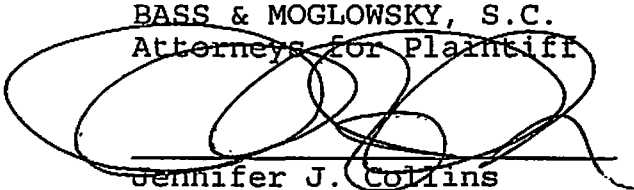
If you do not provide a proper answer within 20 days, or within 45 days if the defendant is the State of Wisconsin or an insurance company, or within 60 days if the defendant is the United States of America, the Court may grant judgment against you for the award of money or other legal action requested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

DATED at Milwaukee, Wisconsin, on September 20, 2012.

P. O. Address:

Bass & Moglowsky, S.C.
Suite 300
501 West Northshore Drive
Milwaukee, WI 53217
Telephone: (414) 228-6700

BASS & MOGLOWSKY, S.C.
~~Attorneys for Plaintiff~~



Jennifer J. Collins
WI State Bar No. 1036948

Wisconsin Housing and Economic
Development Authority, assignee of
Community Bank & Trust
201 West Washington Avenue
PO BOX 1728 Suite 700
Madison, WI 53701

Plaintiff,

vs.

Case No. 12CV0847

Angela M. Puddy a/k/a Angie Puddy
2310 North 13th Street
Sheboygan, WI 53083

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Community Bank & Trust
604 N. 8th Street
Sheboygan, WI 53082

Partners for Community Development
c/o Lucio Fuentez,
Registered Agent
1407 S. 13th Street
Sheboygan, WI 53081

Endodontic Specialists, SC
3314 Superior Avenue
Sheboygan, WI 53081

Defendants.

SHEBOYGAN COUNTY
WISCONSIN

12 SEP 21 PM 2:34

CLERK CIRCUIT COURT
FILED

COMPLAINT

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds \$10,000.00

NOW COMES the plaintiff, by its attorneys, and alleges:

1. Plaintiff is a legislatively created housing authority
organized and existing under the laws of the State of Wisconsin

and is engaged in the lending business with offices at the address stated in the captions of the Summons and Complaint.

2. Mortgagor defendant, Angela M. Puddy a/k/a Angie Puddy, is an adult whose last-known address is the address stated in the captions of the Summons and Complaint.

3. Mortgagor defendant executed and delivered a Note and Mortgage to Community Bank & Trust for the consideration expressed therein, copies being attached as Exhibits, and that said Mortgage was recorded in the office of the Register of Deeds on April 17, 2002, in Volume 1981, Page 959, as Document Number 1634465.

4. Said Note and Mortgage have been assigned to the plaintiff, and an Assignment of Mortgage was recorded on April 17, 2002, in Volume 1981, Page 977, as Document Number 1634466.

5. Mortgagor defendant defaulted by failing to make monthly installment payments when due.

6. Plaintiff, as the holder of the Note and Mortgage, at its option, has declared the unpaid balance immediately payable.

7. Plaintiff is owed the sum of \$50,200.29 as of September 20, 2012, plus accrued interest to the date of entry of judgment.

8. The mortgaged premises involves a one- to 4-family residence on real estate of 20 acres or less, and is located at 2310 North 13th Street, Sheboygan, WI 53083, and that said premises cannot be sold in parcels without injury to the interests of the parties.

9. Plaintiff, for the purpose of obtaining a shortened redemption period under Wisconsin Statutes Chapter 846, elects to waive judgment for any deficiency which remains due to the plaintiff after sale of the mortgaged premises in this action against every party who is personally liable for the debt secured by the Mortgage, and consents that the mortgagor defendant, unless she abandons the property, may remain in possession of the mortgaged property and be entitled to all rents, issues, and profits therefrom to the date of confirmation of sale by the Court.

10. That the following defendants may claim some lien or interest in and to the mortgaged premises, but that any such claim, lien, or interest is junior and subordinate to plaintiff's mortgage:

City of Sheboygan by virtue of a mortgage from Angela M. Puddy a/k/a Angie Puddy, in the original stated amount of \$3,500.00, dated March 29, 2002, recorded April 17, 2002, in Volume 1981, Page 978, as Document Number 1634467 and corrected via Affidavit of Correction recorded May 31, 2002, in Volume 1995, Page 887, as Document Number 1638140;

Community Bank & Trust by virtue of a mortgage from Angela M. Puddy a/k/a Angie Puddy, in the original stated amount of \$3,500.00, dated March 28, 2002, recorded April 17, 2002, in Volume 1981, Page 980, as Document Number 1634468;

City of Sheboygan, Department of City Development by virtue of a mortgage from Angela M. Puddy a/k/a Angie Puddy, in the original stated amount of \$5,200.00, dated September 11, 2003, recorded September 18, 2003, as Document Number 1708413;

Partners for Community Development by virtue of an Affidavit of Interest, in the original stated amount of \$9,457.07, dated April 8, 2004, recorded April 8, 2004, as Document Number 1728773 and

Endodontic Specialists, SC by virtue of a judgment docketed against Angela M. Puddy on December 8, 2008, Case Number 08SC3796, in the principal sum of \$844.06.

WHEREFORE, plaintiff demands judgment:

(1) For the foreclosure and sale of the mortgaged premises in accordance with Sec. 846.101, Wis. Stats., or if the mortgaged premises was not owner-occupied at the commencement of this action, in accordance with Sec. 846.103(2), Wis. Stats.;

(2) If the mortgagor defendant or her assigns abandon the property, for foreclosure and sale of the mortgaged premises in accordance with Sec. 846.102, Wis. Stats.;

(3) That the mortgagor defendant, or persons occupying the premises, be enjoined and restrained from committing waste during the pendency of the action, and that plaintiff have such other and further relief as may be just and equitable.

Dated: September 20, 2012.

BASS & MOGLOWSKY, S.C.
Attorneys for Plaintiff

By

Jennifer J. Collins
WI State Bar No. 1036948

P. O. Address:

Bass & Moglowsky, S.C.
501 West Northshore Drive
Suite 300
Milwaukee, WI 53217
contactus@basmog.com
Telephone: (414) 228-6700

FAIR DEBT COLLECTION PRACTICES ACT DISCLOSURE
15 U.S.C. SECTION 1692, AS AMENDED

1. Bass & Moglowsky, S.C. is a law firm / debt collector representing a creditor in the collection of a debt that you owe to said creditor. We are attempting to collect such debt and any information obtained from you will be used for that purpose.

2. The name and address of the creditor that the law firm represents is:
Wisconsin Housing and Economic Development Authority,
assignee of Community Bank & Trust
201 West Washington Avenue
PO BOX 1728 Suite 700
Madison, WI 53701

3. The debt that the law firm is attempting to collect is described in the attached Complaint and Exhibits.

4. The total amount due on the debt was \$50,200.29 as of September 20, 2012. Since interest, late charges, and other charges may vary from day to day, the amount of the debt on the day you pay may be greater. Hence, if you pay the amount stated above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

5. Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt of this notice, we will assume the debt to be valid.

6. If you notify us that you are disputing the debt, or any portion thereof, in writing, within the thirty (30) day period, we will obtain verification of the debt or a copy of the judgment against you, and a copy of such verification or judgment will be mailed to you.

7. If the original creditor is different from the present creditor and within thirty (30) days after receipt of this notice, you request the name and address of such original creditor, we will obtain that information, and that information will be mailed to you.

8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

9. All written requests should be addressed to Bass & Moglowsky, S.C., 501 West Northshore Drive, Suite 300, Milwaukee, Wisconsin 53217.

NOTE

MARCH 28, 2002
[Date]

SHEBOYGAN, Wisconsin
[City]

2310 N 13th Street Sheboygan WI 53083
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 56,960.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is COMMUNITY BANK & TRUST. 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 6.500 %.

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1ST day of each month beginning on MAY, 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 APRIL 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 655 S TAYLOR DR SHEBOYGAN, WI 53081 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ *****360.03*****.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises 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.

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.

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

<u><i>Angela M. Puddy</i></u>	(Seal)	_____	(Seal)
Angela M. Puddy	- Borrower		- Borrower
_____	(Seal)	_____	(Seal)
	- Borrower		- Borrower

[Sign Original Only]

Without recourse, pay to the order of Wheda.

Community Bank & Trust

BY: *Deborah L. Filipiak*
Deborah L. Filipiak
Mortgage Processing Officer

This is to certify that this
is a true and correct copy of
the original document.

COMMUNITY BANK & TRUST

Lisa A. Kapellen

1634465

After Recording Return To:
 Eastern WI Abstract
 607 N. 8th Street
 Sheboygan, WI 53081
 Loan #300810

NEUMANN

SHEBOYGAN COUNTY, WI
 RECORDED ON

04-17-2002 4:11 PM

DARLENE J. NAVIS
 REGISTER OF DEEDS

RECORDING FEE: 45.00
 TRANSFER FEE:
 079408 3

OF PAGES: 18

Parcel Identifier Number:
 59281-713950

MORTGAGE

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DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated MARCH 28, 2002, together with all Riders to this document.

(B) "Borrower" is Angela M. Puddy, A Single Person.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is COMMUNITY BANK & TRUST

Lender is a _____ organized and existing under the laws of _____. Lender's address is 655 S TAYLOR DR, SHEBOYGAN, WI 53081

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MARCH 28, 2002. The Note states that Borrower owes Lender FIFTY-SIX THOUSAND NINE HUNDRED SIXTY AND NO/100 Dollars (U.S. \$ 56,960.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2032.

(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]:

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

(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" mean those items that are described in Section 3.

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

In the County of Sheboygan :
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT THREE (3) OF BLOCK TWO (2), OF NEUMEISTER AND OEHLER'S SUBDIVISION OF
 THE CITY OF SHEBOYGAN ACCORDING TO THE RECORDED PLAT THEREOF.

which currently has the address of 2310 N 13th Street
 [Street]
Sheboygan, Wisconsin 53083 ("Property Address"):
 [City] [Zip Code]

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

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

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

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of

the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing

losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in

value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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

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

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

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

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and

include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law.

There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by

the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

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

Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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

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

Witnesses:

Angela M. Puddy (Seal)
-Borrower
____ (Seal)
-Borrower
____ (Seal)
-Borrower
____ (Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF Wisconsin

Sheboygan

County ss:

The foregoing instrument was acknowledged before me this 28TH day of MARCH, 2002

by Angela M. Puddy

My Commission Expires: 6-

(Seal)



Ellen B. Framness
Notary Public, State of Wisconsin
Ellen B. Framness

This instrument was prepared by:
Debbie Filipiak



HOME Program
Mortgage Rider

Vol 1981 PAGE 975

(Home Ownership Mortgage Loans - Use With
WISCONSIN - Single Family - Fannie Mae/Freddie Mac Mortgage Form 3050)

THIS MORTGAGE RIDER is made this 28TH day of MARCH, 2002 and incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument(s)") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to COMMUNITY BANK & TRUST (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2310 N 13th Street, Sheboygan, Wisconsin ("Property Address").

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

1. Environmental Indemnity. The Borrower shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorney's fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (a) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (b) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property or the transportation of any Hazardous Substance to or from the Property, or (c) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Borrower shall immediately notify Lender in writing of any governmental or regulatory action or third party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property. This shall be added to and amend paragraph 21 of the Mortgage.

2. Transfer of the Property; Assumption. Borrower hereby agrees that the Property will continue to be occupied as the Borrower's principal residence for a period of time not less than the term of the Loan secured by the Security Instruments or if all or any part of the Property or an interest therein is sold or transferred or rented by the Borrower without the Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instruments, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option declare all the sums secured by the Security Instruments to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred to reach an assumption agreement in writing the (a) the credit of such person is satisfactory to Lender, (b) the interest payable on the sums secured by the Security Instruments shall be at such rate as Lender shall request, (c) the principal residence, three-year and purchase price requirements of the Mortgage Subsidy Bond Tax Act of 1980 ("MSBTA") have been met at the time of assumption, (d) such person qualifies as an eligible Borrower and complies with the mortgage loan eligibility requirements of the MSBTA and (e) all other conditions reasonably required by Lender have been met. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under the Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in Paragraph 15. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which the Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted paragraph 22. This shall be added to and amend paragraph 6 of the Mortgage.

3. Paragraph 19. Borrower's Right to Reinstate After Acceleration is deleted from the Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Mortgage Rider.

Angela M. Puddy (Seal)
Borrower Angela M. Puddy

Borrower (Seal)

DOCUMENT NO.

ASSIGNMENT OF MORTGAGE - BY LENDER

The undersigned Lender, for valuable consideration, receipt of which is acknowledged, assigns to Wheda

a Mortgage executed by Angela M. Puddy

to Lender and recorded in the office of the Register of Deeds of Sheboygan County, Wisconsin,

as Document No. 1634465
in Vol. 1981 Pg 959-976
(Volume/Page/Etc.)

encumbering the real estate described below, together with a note or loan agreement from Borrower to Lender dated MARCH 28, 2002

☒ If checked, this assignment is without recourse to Lender.

SHEBOYGAN COUNTY, WI
RECORDED ON

04-17-2002 4:11 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 11.00
TRANSFER FEE: 3
079408

OF PAGES: 1

Recording Area

Name and Return Address

Eastern WI Abstract
607 N. 8th Street
Sheboygan, WI 53081
Loan #300810

NEUMANN

59281-713950

Parcel Identifier No.

LOT THREE (3) OF BLOCK TWO (2), OF NEUMEISTER AND OEHLER'S SUBDIVISION OF THE CITY OF SHEBOYGAN ACCORDING TO THE RECORDED PLAT THEREOF.

☐ If checked here, real estate description continues or appears on attached sheet.

STATE OF WISCONSIN

Dated MARCH 28, 2002

County of Sheboygan

Community Bank & Trust
NAME OF LENDER

This instrument was acknowledged before me

By Deborah L. Filipiak

on MARCH 28, 2002

Title Mtg Processing Officer

by Deborah L. Filipiak

* Deborah L. Filipiak

(Names of person(s))

as Mtg Processing Officer

(Type of authority)

of Community Bank & Trust

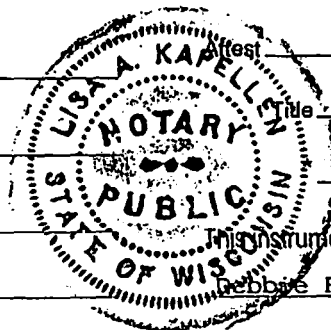
(Name of party on behalf of whom instrument was executed)

Lisa A. Kapellen

* Lisa A. Kapellen

Notary Public, Wisconsin.

My Commission (Expires) (Is) January 15, 2006



This instrument was drafted by:

Deborah Filipiak

(Type or Print)

*Type or print name signed above.

II

R. O. No. - 12 - 13 . By CITY CLERK. October 1, 2012.

Submitting a claim from Kenneth L. Schilling for alleged damage done to the water service line where work was done on the 1000 block of Ontario Ave.



City Clerk

II

Handwritten text, possibly a signature or name, written in cursive script.

DATE RECEIVED 9-18-12

RECEIVED BY L. J. Jorgensen

CLAIM NO. 12-126

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: Kenneth L Schilling
2. Home address of Claimant: 503 Church St Kohler W. 53044
3. Home phone number: 920 889-9642
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) July 2012
6. Where did damage or injury occur? (give full description) 1011 Ontario Ave
Sheboygan W. See Attached #1
7. How did damage or injury occur? (give full description) See Attached #1
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

CC: ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, LAURIE SUHRKE

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

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

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

Auto: \$ _____

Property: \$ 9789.00

Personal injury: \$ _____

Other: (Specify below) \$ _____

\$ 9789.00

Damaged vehicle (if applicable)

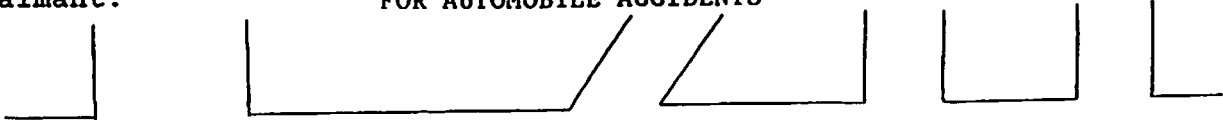
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

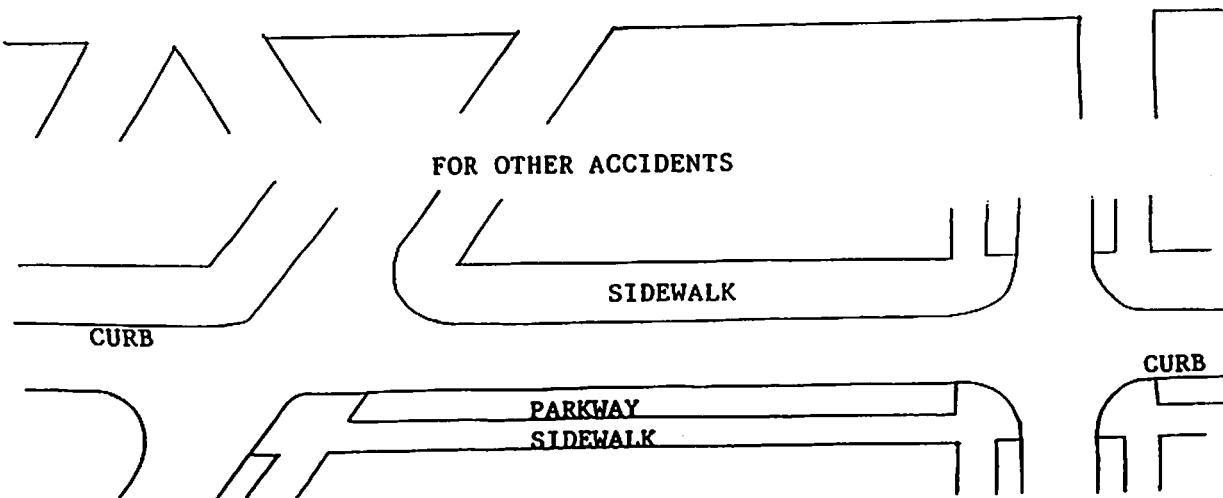
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: _____

Date: _____

9/18/2012

DATE RECEIVED 9-18-12

RECEIVED BY L. Schraeder

CLAIM NO. 12-12

CLAIM

Claimant's Name: Kenneth Schilling

Auto \$

Claimant's Address: 503 Church St

Property \$

Kohler W. 53044

Personal Injury \$

Claimant's Phone No. 920 889-9642

Other (Specify below) \$ 9789.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 9789.00

SIGNED:

Kenneth L. Schilling

DATE:

8/23/12

ADDRESS:

503 Church St
Kohler W. 53044



Kenneth & Linda Schilling
503 Church St.
Kohler, WI 53044
Ken Cell - 920-889-9642
Linda Cell - 920-918-1859

August 2012

1 The water service line had been damaged when there was work done on the 1000 block of Ontario Ave . A bandage had been done and approximately 15 feet of pipe replaced. In June of this year I had been informed by the Water Department that a leak from the service was located in the street. Contacted Edgewater Plumbing and the work commenced.

During the replacement of the service it was documented that the leak was the replacement pipe or the compressions. These had been installed by the city or a subcontractor. It was noted by the plumber that the original lead service was in excellent shape.

I



1. The first part of the work was to
2. The second part was to
3. The third part was to
4. The fourth part was to
5. The fifth part was to

The work was done in the following order:
1. The first part of the work was to
2. The second part was to
3. The third part was to
4. The fourth part was to
5. The fifth part was to
6. The sixth part was to
7. The seventh part was to
8. The eighth part was to
9. The ninth part was to
10. The tenth part was to



CITY OF SHEBOYGAN
FINANCE DEPARTMENT
828 CENTER AVENUE SUITE 205
SHEBOYGAN WI 53081
920-459-3371

August 29, 2012

Edgewater Plumbing
1416 Kentucky Ave
Sheboygan WI 53081

Invoice 2448

Dear Sir(s) &/or Madame(s):

This is to inform you of the charges for:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
10133140-443101-0	Street Excavating Permit 127038	
10133140-443101-0	1011 Ontario Ave	
10133140-443101-0	Blacktop	
10133140-443101-0	13 x 11 = 143 sq ft @ 3.00/sq ft	429.00
10133140-443101-0	Blacktop over Concrete	
10133140-443101-0	10 x 14 = 140 sq ft @ 10.00/sq ft	1,400.00
10133140-443101-0	Sidewalk	
10133140-443101-0	15 x 6 = 90 sq ft @ 3.00/sq ft	270.00
10133140-443101-0	10 x 3 = 30 sq ft @ 3.00/sq ft	90.00
	Total Due	2,189.00

Terms: Net 30 Days

Please enclose a copy of this letter with your payment.

Please make check payable to the City of Sheboygan and mail to the above address.

7600
2189
9789



1416 Kentucky Ave
Sheboygan, WI 53081
920-452-7586

Invoice

Date	Invoice #
6/1/2012	3167

Bill To
Ken Schilling 2624 S. 10th Street Sheboygan, WI 53081

Job Location
1011 Ontario Avenue Sheboygan, WI 53081

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Amount
Replace the water service from the City main into the house, and install a new 1" water meter setting.			
Parts		1,605.00	1,605.00
Plumber Labor		4,965.00	4,965.00
Stone		600.00	600.00
Tap		100.00	100.00
Permit		80.00	80.00
Sheboygan County Sales Tax		5.00%	0.00
Paid in Full check # 1293			
Thank you for your business. If you have any questions please give me a call.			Total \$7,350.00

1.5% interest will be assessed on all unpaid balances after 30 days.



Kenneth & Linda Schilling
503 Church St.
Kohler, WI 53044
Ken Cell - 920-889-9642
Linda Cell - 920-918-1859

Billing amount

Edgewater Plumbing	\$7350.00	
Sweep street	\$ 250.00	- my hours
~~Landscaping~~	~~\$400.00~~	
Total		\$8000.00

II

R. O. No. - 12 - 13 . By CITY CLERK. October 1, 2012.

Submitting a communication from Rogelio Mata requesting a waiver from the Sex Offender Residency restrictions in order to live at 1309A Pennsylvania Ave.



City Clerk



Date 19/4/2012

My name is Rogelio Mata

I am requesting a waiver to the Sexual Residency Requirements so I may live at ~~████████████████████~~

Sheboygan Wisconsin. 1309 Penk. Ave.

Signature Rogelio Mata

Phone No (920)-201-2436 ~~0000~~ Aunt N-uncle
920) 918-5491 Maria & Beto
uncle

17/1/01

17/1/01

17/1/01

17/1/01

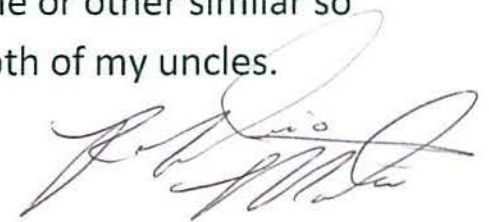
17/1/01

17/1/01

17/1/01

To whom it may concern

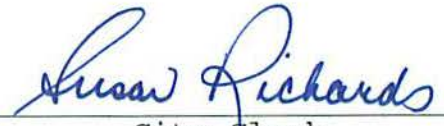
My name is Rogelio Mata I am writing to the committee in the city of Sheboygan to allow me the permission to have a chance and an opportunity to better myself financially, physical and mentally. Since I've been here I've been working for labor ready and staying at a friend of the family's. Since my last charge as a juvenile I have had no further charges of the same crime or other similar so again I am asking for a chance to live here in the city of Sheboygan with both of my uncles.

A handwritten signature in black ink, appearing to read 'Rogelio Mata', is written over the end of the letter.

II

R. O. No. - 12 - 13 . By CITY CLERK. October 1, 2012.

Submitting a communication from Charcoal Inn North, Inc., requesting that parking restrictions be added to the south side of Geele Ave. between Charcoal Inn North and east to the railroad tracks and requesting a one hour limit in this location.



City Clerk



Charcoal Inn North Inc.
1637 Geele Ave
Sheboygan, WI 53083

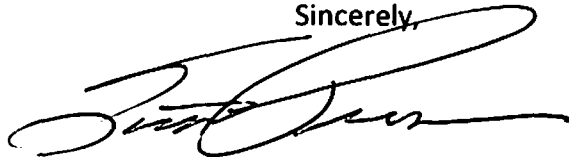
SEP 26 '12 14:12:07

City of Sheboygan
City Clerk
828 Center Ave
Sheboygan, WI 53081

To whom it may concern:

This letter is to formally request that parking restrictions be added to the south side of Geele Ave. between Charcoal Inn North and east to the railroad tracks. I am requesting a 1 hour limit be applied to this location. This would greatly benefit Charcoal Inn North with additional parking that is close proximity. Although this area is directly in front of RCS, they currently have 3 parking lots to accommodate their staff and visitors. Please contact me when this issue could be addressed. Thank you.

Sincerely,

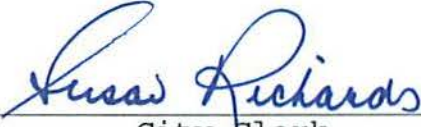
A handwritten signature in black ink, appearing to read "Scott Prescher", written over a horizontal line.

Scott Prescher / Pres. Charcoal Inn North Inc.

II

R. O. No. - 12 - 13 . By CITY CLERK. October 1, 2012.

Submitting a communication from Jim Klunck expressing concerns regarding the intersection at S. 18th St. and Humboldt Ave. and is requesting that lights be placed at that intersection as there is so much activity.



City Clerk

II

James H. H. H.

Richards, Sue

From: Sazama, Ryan
Sent: Wednesday, September 26, 2012 3:44 PM
To: Richards, Sue
Subject: FW: Info requests from city website

From: Rajer, Mary
Sent: Wednesday, September 26, 2012 1:34 PM
To: Sazama, Ryan
Subject: FW: Info requests from city website

Sue,

I'm pretty sure Ryan is submitting Jim Klunck's request for referral to PP&S, but just in case he thinks I am taking care of it I thought I should also send it to you. Please refer to PP&S if Ryan Sazama does not submit. Thank you.

Mary

From: Rajer, Mary
Sent: Wednesday, September 26, 2012 1:07 PM
To: Sazama, Ryan
Subject: FW: Info requests from city website

Below is the submitted request the mayor received from Mr. Klunck that should now be referred to PP&S.

From: Augustin, Dave
Sent: Wednesday, September 26, 2012 12:25 PM
To: Rajer, Mary
Subject: RE: Info requests from city website

Name

Mayor Terry Van Akkeren

Address

828 Center Avenue
Sheboygan, WI 53081
Map It

Phone (Include Area Code)

(920)459-3317

Email

mayor.vanakkeren@ci.sheboygan.wi.us

How Can We Help?

Mayor Van Akkeren received a telephone call from Jim Klunck expressing concern regarding the intersection at 18th & Humboldt. He feels there are too many accidents there. He went through the proper channels last year to have stop lights placed at that intersection but nothing was done. He is requesting again that stop lights be placed at this intersection.

Jim Klunck's phone number is 980-1377.

From: Rajer, Mary
Sent: Wednesday, September 26, 2012 9:19 AM
To: Augustin, Dave
Subject: Info requests from city website

Hi Dave:

Could you please send me a copy of the request sent recently to the city website regarding a complaint from Jim Klunck about the intersection of 17th & Humboldt? I need it to send to Council for referral to a committee.

Also, would it be possible to receive a copy of the information submitted when we receive the confirmation email letting us know that our questions were received? I would like to keep a record of items submitted and also have them available for instances when needed for referral as above. Thank you.

Mary Rajer
City of Sheboygan
Office of Mayor
828 Center Avenue
Sheboygan, WI 53081
920.459.3317 (phone)
920.459.0256 (fax)
mrajer@ci.sheboygan.wi.us

"Be who you are and say what you feel, because those who mind don't matter, and those who matter don't mind."

— Dr. Seuss

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.

II

R. O. No. _____ - 12 -13. By PURCHASING AGENT. October 1, 2012.

Submitting a report relative to the purchase of an Automated License Plate Recognition System, including installation and training for the Sheboygan Police Dept.

The Vendor, Pips Technology Inc. has been manufacturing these systems for the past 22 years and is recognized as the leader in this technology amongst Law Enforcement Agencies. Pips Technology sells these products directly to the agencies and has no distributor network. This allows the City to waive the competitive bidding requirements.

In addition, The I.T Manager for the City of Sheboygan has investigated the equipment and determined that it will function well using existing network resources. Further, this same hardware and software is used by surrounding agencies, allowing for streamlined data sharing and inter-agency operability and cooperation.

The total cost of the system including installation and training at the Sheboygan Police Department is \$21,040, is fully compatible with existing systems and is included in the 2012 Sheboygan Police Department budget.

The recommendation at this time is to approve the waiver of competitive bidding requirements and award the contract to Pips Technology, Inc.

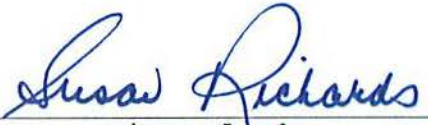
Respectfully submitted,

Bernard R. Rammer

II

R. O. No. - 12 - 13 . By CITY CLERK. October 1, 2012.

Submitting a communication from Sheboygan Outboard Club requesting permission from the City to replace the existing (approximately) 200' long bulkhead along its property at 732 N. Water St. on the east side (north bank) of the Sheboygan River.



City Clerk

III

about 1000

Sheboygan Outboard Club

" BOAT ISLAND "

P. O. Box 82

Sheboygan, Wisconsin 53082-0082

The Sheboygan Outboard Club is interested in replacing the existing (approx.) 200 ft. long bulkhead along it's property at 732 N. WATER ST. ON the EAST side (NORTH BANK) of the Sheboygan River.

The best replacement will involve driving sheet piling along the side of the existing bulkhead and flowable fill (concrete) between the old and new bulk head.

This project is very important to the Sustainability of the Sheboygan Outboard Club as it declares our purpose statement. (Back of Page)

Thank You,

Roy Potter

Project Coordinator

1-920-207-8157

The purpose of the Sheboygan Outboard Club is as follows:

To serve in the interest of pleasure boat owners and operators; to defend such persons against discriminatory legislation and burdensome taxation; to help prevent the pollution of neighboring waters; to stimulate a greater interest among all citizens in the area served by the club in boating activities of all kinds; to develop a fraternal spirit among local boaters and outdoor enthusiasts; to develop more adequate boat storage, launching and docking facilities; to do such other things that shall tend to serve the present and future owners of boating equipment, and to further the interest in boating in general.

Terry Hoffman

From: "Roy Potter" <gotaway@hotmail.com>
To: <richard.bell@kohler.com>; "terry hoffman" <flyingfinn@charter.net>; "david woelfel" <david.woelfel@kohler.com>; "Jeff Huenink" <jphuenink@charter.net>
Sent: Friday, February 17, 2012 9:16 AM
Subject: FW: Sheboygan Sheeting Removal T&M Rates
 Check out the new bid... \$41,000 ???

Subject: RE: Sheboygan Sheeting Removal T&M Rates
Date: Tue, 14 Feb 2012 16:38:33 -0600
From: paul.wiedmeyer@gillenco.com
To: gotaway@hotmail.com

Roy-

Our previous T&M Rates will apply for the sheeting installation.

Forklift mobilization	+\$190 each way.
Backhoe mobilization	+\$700 each way.
Vibratory Hammer mobilization	<u>+\$150 each way.</u>
	+\$1040 each

way

Sheeting delivery	+\$250/load

Backhoe with Robotic Vibratory Pile Hammer	\$225/hr	
Forklift	\$50/hr	
Backhoe Operator	\$103.50/hr	
Foreman	\$105.00/hr	
Equipment Operator	<u>\$101.40/hr</u>	
		\$584.90/hr x 8

hours/day = +-\$4679.20/ day

We anticipate the installation of the sheeting to take +-5 days.

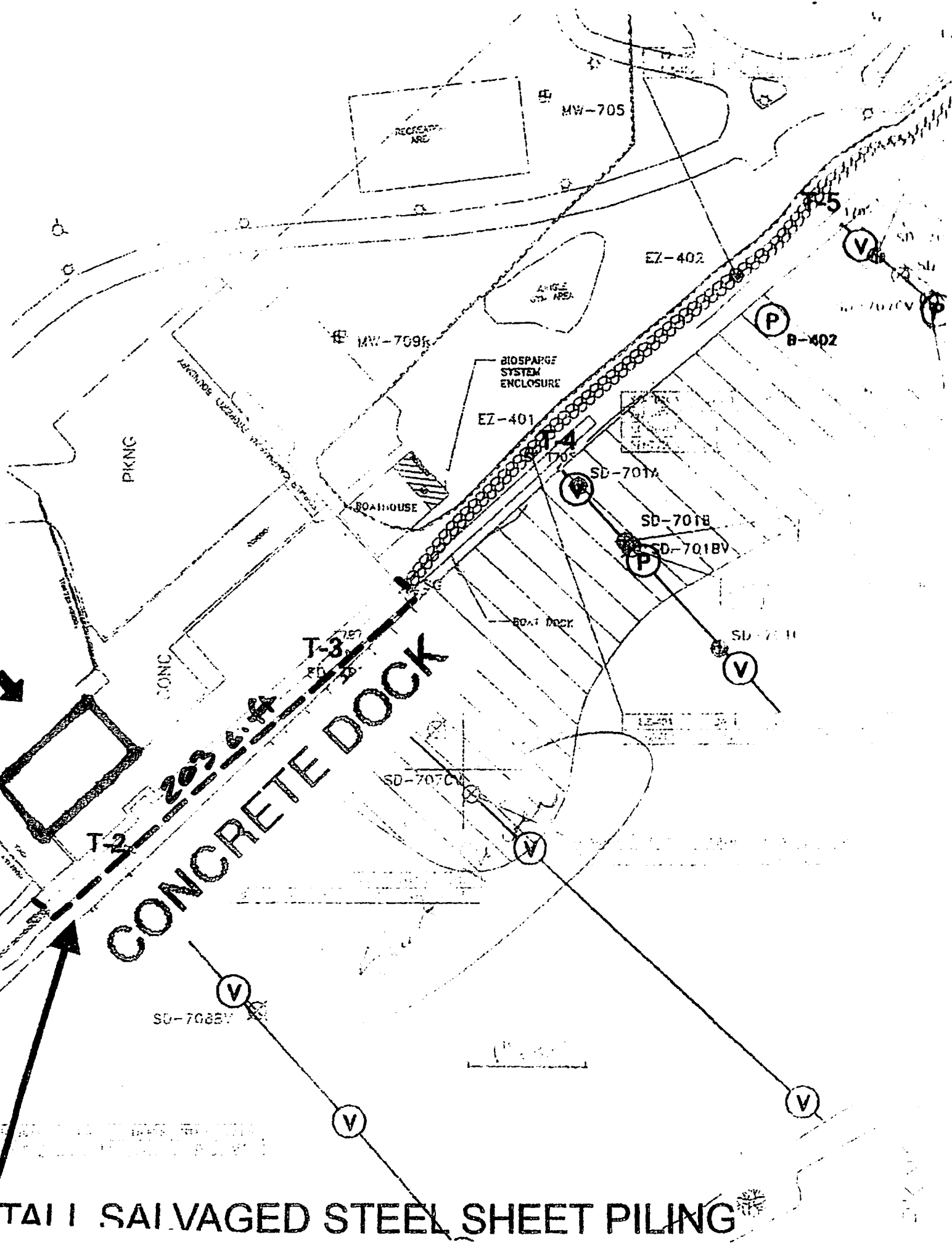
This pricing should be more than sufficient for a budget number.

Thanks,

Paul Wiedmeyer, AC
 Gillen Foundations Inc.
 Project Superintendent
 PH: (414) 769-3120
 FAX: (414) 769-3135
 CELL: (414) 788-6271

From: Roy Potter [mailto:gotaway@hotmail.com]
Sent: Tuesday, February 07, 2012 1:55 PM
To: Paul Wiedmeyer
Subject: RE: Sheboygan Sheeting Removal T&M Rates

2/18/2012



TAIL SALVAGED STEEL SHEET PILING

WISCONSIN

SHEB OUTBD CLUBHOUSE

SE CORNER, LOT 12
BLOCK 124 ORIGINAL
PLAT. PART OF SHEBOYGAN

S88°23'01"W
29.80'

S0°36'52"E
27.65'

N43°57'34"W
20.10'

STREET

FRONTAGE RD

WATER

S55°00'45"E
27.65'

202.18'

N88°15'54"E

APTS

CONCRETE

T-1413W-1

SD-709AV

IN

II

R. O. No. - 12 - 13 . By BUILDING INSPECTION. October 1, 2012.

We hereby submit the report of the Building Inspection Department for the month of April 2012, May 2012, June 2012, July 2012 and August 2012.


Building/Heating Inspector

II

CASH RECEIPTS

	April 2011	April 2012
Contractors Licenses	3,145.00	4,360.00
Building Permits	44,123.89	22,802.80
Projecting Sign Fees	175.00	.00
Electrical Permit Fees	16,440.00	3,450.00
Heating Permit Fees	7,700.00	2,345.00
Sales Tax	2.97	19.30
Plumbing Permit Fees	1,120.00	1,712.00
Sewer Permit Fees	2,000.00	0.00
Occupancy Permit Fees	300.00	50.00
Board of Appeals	600.00	450.00
Misc. General Revenue	78.35	389.30
Plan Examining Fees	900.00	1,775.00
Code Books	0.00	0.00
State Stamps	0.00	40.00
Rooming House Permit Fees	0.00	0.00
Erosion Control Fees	0.00	100.00
Penalty Fees	1,800.00	390.00
Cash Over, Short or Refund	0.00	0.00
Contractors Escrow	3,369.00-	186.00
Weight & Measure license	60.00	60.00
Clearwater Insp Fees (601-34900)		2,040.00
TOTAL:	75,076.21	40,169.40

CASH RECEIPTS

April 2013	April 2011	
4,380.00	5,148.00	Contractors Licenses
22,802.80	44,123.89	Building Permits
.00	175.00	Protecting Sign Fees
3,450.00	16,440.00	Electrical Permit Fees
2,342.00	7,700.00	Heating Permit Fees
19.30	2.97	Sales Tax
1,712.00	1,120.00	Plumbing Permit Fees
0.00	2,000.00	Sewer Permit Fees
50.00	300.00	Occupancy Permit Fees
450.00	600.00	Board of Appeals
389.30	78.35	Misc. General Revenue
1,775.00	900.00	Plan Examining Fees
0.00	0.00	Code Books
40.00	0.00	State Stamps
0.00	0.00	Rooming House Permit Fees
100.00	0.00	Erosion Control Fees
390.00	1,800.00	Penalty Fees
0.00	0.00	Cash Over, Short or Refund
186.00	2,369.00-	Contractors Escrow
60.00	60.00	Weight & Measure License
2,040.00		Cleanwater Insp Fee (601-34900)

40,169.40

75,076.21

TOTAL:

APRIL 2012

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE		1		125,000.00		400.00
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	2	4	7,000.00	63,750.00	60.48	775.80
NEW COMMERCIAL	2		4,616,519.00		26,738.70	
NEW MISC -NON RES.						
STORAGE BLDG -RES.	6	4	27,700.00	2,400.00	506.40	200.00
STORAGE BLDG - NON- RES	1	1	52,000.00	3,000.00	62.000	50.00
ALT & ADD'NS -RES.	113	129	709,566.00	967,022.00	7,802.20	9,577.00
ALT & ADD'NS - NON- RES	11	10	651,512.24	940,582.00	6,260.00	9,510.00
WRECKING	2	1	27,450.00	400.00	456.28	50.00
MOVING						
SIGNS	10	5	42,578.00	7,550.00	866.91	350.00
FENCES/POOLS/DECKS/DRIV EWAYS	23	45	44,161.00	153,937.00	925.00	1,890.00
TANKS						
MISCELLANEOUS	3		4,000.00		300.00	
TOTALS	173	200	6,186,486.24	2,263,641.00	44,123.89	22,802.80
PERMIT TYPES	#OF					
	PERMITS					
ELECTRICAL	32	31	721,819.00	79,556.00	16,440.00	3,450.00
HEATING	19	47	387,247.00	148,573.00	7,700.00	2,345.00
PLUMBING	12	29			1,120.00	1,712.00
SEWER	1				2,000.00	
TOTALS	64	107	1,106,066.00	228,129.00	27,260.00	7,507.00
GRAND TOTALS OF THE ABOVE	237	307	7,292,552.24	2,491,770.00	71,383.89	30,309.80

CASH RECEIPTS

	<u>May 2011</u>	<u>May 2012</u>
Contractors Licenses	2,950.00	3,745.00
Building Permits	19,269.25	28,116.55
Projecting Sign Fees	4,065.00	3,000.00
Electrical Permit Fees	10,705.00	6,110.00
Heating Permit Fees	2,580.00	5,635.00
Sales Tax	10.35	7.02
Plumbing Permit Fees	4,288.00	2,552.00
Sewer Permit Fees	3,500.00	3,500.00
Occupancy Permit Fees	100.00	600.00
Board of Appeals	450.00	150.00
Misc. General Revenue	243.15	140.87
Plan Examining Fees	850.00	1,000.00
Code Books	0.00	0.00
State Stamps	80.00	0.00
Rooming House Permit Fees	0.00	0.00
Erosion Control Fees	200.00	0.00
Penalty Fees	345.00	765.00
Cash Over, Short or Refund	25.00-	120.00-
Contractors Escrow	29.00-	421.20-
Weight & Measure license	110.00	200.00
Clearwater Insp Fees 601-34900		<u>1,720.00</u>
TOTAL:	49,691.75	56,700.24

CASH RECEIPTS

May 2012	May 2011	
3,742.00	2,920.00	Contractors Licenses
28,116.25	19,209.25	Building Permits
3,000.00	4,065.00	Projecting Sign Fees
6,110.00	10,705.00	Electrical Permit Fees
2,635.00	2,580.00	Heating Permit Fees
7.02	10.35	Sales Tax
2,555.00	4,268.00	Plumbing Permit Fees
3,500.00	3,500.00	Sewer Permit Fees
600.00	100.00	Occupancy Permit Fees
150.00	450.00	Board of Appeals
140.87	243.15	Misc. General Revenue
1,000.00	850.00	Plan Examining Fees
0.00	0.00	Code Books
0.00	80.00	State Stamps
0.00	0.00	Rooming House Permit Fees
0.00	200.00	Erosion Control Fees
765.00	345.00	Genalty Fees
120.00-	25.00-	Cash Over, Short or Refund
421.50-	22.00-	Contractors Escrow
100.00	110.00	Weight & Measure License
1,720.00		Firewater Insp Fees 601-34900
56,700.24	49,691.75	TOTAL:

MAY 2012

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE	2		274,000.00		800.00	
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	2	5	17,960.00	70,000.00	211.20	823.20
NEW COMMERCIAL NEW MISC -NON RES.		1		1,320,000.00		3,757.20
STORAGE BLDG -RES.	3	6	12,600.00	12,500.00	359.20	308.50
STORAGE BLDG - NON-RES						
ALT & ADD'NS -RES.	162	160	942,020.00	988,155.00	11,260.60	11,593.80
ALT & ADD'NS - NON-RES	8	16	268,583.31	667,408.00	2,710.00	6,340.60
WRECKING	2	2	11,320.00	12,500.00	192.00	261.60
MOVING						
SIGNS	9	7	114,144.00	54,100.00	1,256.25	1,789.65
FENCES/POOLS/DECKS/DRIVE WAYS	53	53	110,142.00	212,506.00	2,180.00	3,060.00
TANKS						
MISCELLANEOUS	3	1			300.00	50.00
TOTALS	244	252	1,750,769.31	3,777,169.00	19,269.25	28,116.55
PERMIT TYPES	#OF PERMITS					
ELECTRICAL	41	38	419,800.00	191,731.00	10,705.00	6,110.00
HEATING	29	33	143,657.00	276,440.00	2,580.00	5,635.00
PLUMBING	25	21			4,288.00	2,552.00
SEWER	7	2			3,500.00	3,500.00
TOTALS	102	94	563,457.00	468,171.00	21,073.00	17,797.00
GRAND TOTALS OF THE ABOVE	346	346	2,314,226.31	4,245,340.00	40,342.25	45,913.55

CASH RECEIPTS

	June 2011	June 2012
Contractors Licenses	5,920.00	3,770.00
Building Permits	40,471.56	33,474.50
Projecting Sign Fees	1,895.00	3,400.00
Electrical Permit Fees	10,010.00	16,260.00
Heating Permit Fees	5,237.00	9,975.00
Sales Tax	4.21	9.86
Plumbing Permit Fees	3,964.00	3,768.00
Sewer Permit Fees	4,000.00	0.00
Occupancy Permit Fees	150.00	1,350.00
Board of Appeals	600.00	1,000.00
Misc. General Revenue	84.76	198.52
Plan Examining Fees	1,600.00	1,000.00
Code Books	0.00	0.00
State Stamps	0.00	0.00
Rooming House Permit Fees	0.00	0.00
Erosion Control Fees	0.00	0.00
Penalty Fees	160.00	505.00
Cash Over, Short or Refund	50.00-	20.00
Contractors Escrow	846.00	2,445.00
Weight & Measure license	0.00	120.00
Clearwater Insp Fee (601-34900)		1,560.00
TOTAL:	74,892.53	78,855.88

JUNE 2012

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	<u>2011</u>	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>	<u>2012</u>
ONE-FAMILY RESIDENCE						
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	3	2	21,800.00	23,000.00	330.40	360.00
NEW COMMERCIAL		2		910,000.00		3,616.50
STORAGE BLDG -RES.	3	3	10,300.00	8,700.00	160.00	150.00
STORAGE BLDG - NON-RES						
ALT & ADD'NS -RES.	162	151	1,046,560.00	933,906.00	11,632.80	11,165.00
ALT & ADD'NS - NON-RES	16	15	6,181,085.00	2,563,145.00	24,302.70	14,358.00
WRECKING	3	1	117,300.00	1,100.00	747.66	50.00
MOVING						
SIGNS	7	11	42,687.00	36,343.00	733.00	950.00
FENCES/POOLS/DECKS/DRIVE WAYS	58	46	130,585.00	121,883.00	2,455.00	2,115.00
TANKS						
MISCELLANEOUS	3	7			120.00	650.00
TOTALS	255	239	7,547,817.00	4,604,077.00	40,471.56	33,474.50
PERMIT TYPES	#OF PERMITS					
ELECTRICAL	28	57	418,045.00	626,325.00	10,010.00	16,260.00
HEATING	35	53	280,544.00	520,480.82	5,237.00	9,975.00
PLUMBING	29	25			3,964.00	3,768.00
SEWER	8				4,000.00	
TOTALS	100	135	698,589.00	1,146,805.82	23,211.00	30,003.00
GRAND TOTALS OF THE ABOVE	355	374	8,246,406.00	5,750,882.82	26,274.90	63,477.50

CASH RECEIPTS

	July 2011	July 2012
Contractors Licenses	4,330.00	2,520.00
Building Permits	31,678.95	31,955.70
Projecting Sign Fees	750.00	1,175.00
Electrical Permit Fees	7,525.00	29,430.00
Heating Permit Fees	8,065.00	5,165.00
Sales Tax	4.10	11.67
Plumbing Permit Fees	3,552.00	3,408.00
Sewer Permit Fees	4,000.00	2,500.00
Occupancy Permit Fees	1,250.00	150.00
Board of Appeals	0.00	250.00
Misc. General Revenue	84.40	274.12
Plan Examining Fees	575.00	1,900.00
Code Books	0.00	0.00
State Stamps	40.00	0.00
Rooming House Permit Fees	0.00	0.00
Erosion Control Fees	100.00	0.00
Penalty Fees	839.00	385.00
Cash Over, Short or Refund	0.00	0.00
Contractors Escrow	1,586.45-	1,799.00-
Weight & Measure license	0.00	160.00
Clearwater Insp Fee (601-304900)		1,680.00
TOTAL:	61,207.00	79,165.49

CASH RECEIPTS

July 2012	July 2011	
1,680.00	0.00	Cleanwater Insp Fee (601-304900)
120.00	0.00	Weight & Measure License
1,799.00-	1,586.45-	Contractors Escrow
0.00	0.00	Cash Over, Short or Refund
382.00	839.00	Penalty Fees
0.00	100.00	Erosion Control Fees
0.00	0.00	Rooming House Permit Fees
0.00	40.00	State Stamps
0.00	0.00	Code Books
1,900.00	272.00	Plan Examining Fees
274.12	84.40	Misc. General Revenue
250.00	0.00	Board of Appeals
120.00	1,220.00	Occupancy Permit Fees
2,500.00	4,000.00	Sewer Permit Fees
3,408.00	3,522.00	Plumbing Permit Fees
11.67	4.10	Sales Tax
2,162.00	8,062.00	Hearing Permit Fees
29,430.00	7,522.00	Electrical Permit Fees
1,172.00	720.00	Projected Sign Fees
21,922.70	31,678.92	Building Permits
2,220.00	4,330.00	Contractors Licenses
79,162.49	61,207.00	TOTAL:

JULY 2012

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEEs	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE	1		140,000.00		400.00	
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	3	3	32,000.00	21,000.00	506.40	309.20
NEW COMMERCIAL	3		375,000.00		1,194.30	
NEW MISC -NON RES.						
STORAGE BLDG -RES.	2	4	1,000.00	12,900.00	100.00	200.00
STORAGE BLDG - NON- RES						
ALT & ADD'NS -RES.	137	146	681,202.00	1,018,548.84	8,716.00	11,509.00
ALT & ADD'NS - NON- RES	11	10	4,157,050.00	1,622,940.00	17,827.70	16,277.50
WRECKING		2		550.00		100.00
MOVING						
SIGNS	11	15	141,415.00	166,193.00	1,269.55	2,300.00
FENCES/POOLS/DECKS/ DRIVEWAYS	35	29	91,245.00	67,265.00	1,615.00	1,260.00
TANKS						
MISCELLANEOUS	1				50.00	
TOTALS	204	209	5,618,912.00	2,909,396.84	31,678.95	31,955.70
PERMIT TYPES	#OF	PERMITS				
ELECTRICAL	28	30	294,575.00	1,392,486.00	7,525.00	29,430.00
HEATING	40	58	383,189.00	248,091.10	8,065.00	5,165.00
PLUMBING	25	25			3,552.00	3,408.00
SEWER	4	2				2,500.00
TOTALS	97	115	677,764.00	1,640,577.10	23,142.00	40,503.00
GRAND TOTALS OF THE ABOVE	301	324	6,296,676.00	4,549,973.94	54,820.95	72,458.70

CASH RECEIPTS

	<u>August 2011</u>	<u>August 2012</u>
Contractors Licenses	4,180.00	3,975.00
Building Permits	53,099.98	22,139.08
Projecting Sign Fees	500.00	375.00
Electrical Permit Fees	12,690.00	3,345.00
Heating Permit Fees	7,510.00	4,190.00
Sales Tax	4.30	9.83
Plumbing Permit Fees	6,536.00	2,784.00
Sewer Permit Fees	3,000.00	0.00
Occupancy Permit Fees	950.00	900.00
Board of Appeals	0.00	250.00
Misc. General Revenue	114.71	203.25
Plan Examining Fees	975.00	1,000.00
Code Books	0.00	0.00
State Stamps	40.00	0.00
Rooming House Permit Fees	0.00	0.00
Erosion Control Fees	100.00	0.00
Penalty Fees	1,922.00	1,175.00
Cash Over, Short or Refund	780.00-	150.00-
Contractors Escrow	950.00-	800.00
Weight & Measure license	0.00	110.00
Clearwater Insp Fees (601-34900)		1,520.00
TOTAL:	89,891.99	42,626.16

CASH RECEIPTS

August 2011	August 2011	
1,520.00	0.00	Clearwater Insp Fees (601-34900)
110.00	0.00	Weight & Measure License
800.00	950.00-	Contractors Backlog
180.00-	780.00-	Cash Over, Short or Refund
1,178.00	1,922.00	Penalty Fees
0.00	100.00	Excision Control Fees
0.00	0.00	Rooming House Permit Fees
0.00	40.00	State Stamps
0.00	0.00	Code Books
1,000.00	975.00	Plan Examining Fees
203.25	114.71	Misc. General Revenue
250.00	0.00	Board of Appeals
900.00	950.00	Occupancy Permit Fees
0.00	3,000.00	Sewer Permit Fees
2,784.00	6,236.00	Plumbing Permit Fees
9.83	4.30	Sales Tax
4,180.00	7,510.00	Heating Permit Fees
3,345.00	12,690.00	Electrical Permit Fees
378.00	500.00	Projecting Sign Fees
22,139.08	53,099.98	Building Permits
3,975.00	4,180.00	Contractors Licenses

TOTAL: 89,891.99 42,636.16

AUGUST 2012

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEEs	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE	1		170,000.00	230,000.00	400.00	400.00
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	2	1	36,000.00	12,000.00	470.70	86.40
NEW COMMERCIAL	2	1	7,000,000.00	1,325,000.00	30,139.80	6,378.30
NEW MISC -NON RES.	1		2,400.00		50.00	
STORAGE BLDG -RES.	4	5	17,000.00	11,540.00	570.80	250.00
STORAGE BLDG - NON- RES						
ALT & ADD'NS -RES.	173	142	1,077,621.00	760,205.00	12,613.50	8,848.00
ALT & ADD'NS - NON- RES	16	9	584,442.00	157,290.00	5,420.00	1,690.00
WRECKING	1	6	4,500.00	19,500.00	120.80	614.38
MOVING						
SIGNS	16	18	58,982.00	78,082.00	1,164.38	2,107.00
FENCES/POOLS/DECKs/DRIVE WAYS	39	41	91,928.00	124,476.00	1,650.00	2,015.00
TANKS						
MISCELLANEOUS	4	2	2,775.00		500.00	100.00
TOTALS	259	226	9,045,648.00	2,493,093.00	53,099.98	22,139.08
PERMIT TYPES	#OF					
	PERMITS					
ELECTRICAL	35	29	532,020.00	77,302.00	12,690.00	3,345.00
HEATING	33	36	395,724.00	223,832.20	7,510.00	4,190.00
PLUMBING	37	25			6,536.00	2,784.00
SEWER	3				3,000.00	
TOTALS	108	90	927,744.00	301,134.20	29,736.00	10,319.00
GRAND TOTALS OF THE ABOVE	367	316	9,973,392.00	2,794,227.20	82,835.98	32,485.08

II

R. O. No. - 12 - 13 . By CITY CLERK. October 1, 2012.

Submitting a communication from Jack Wirtz, President of Sheboygan County Taxpayers Alliance, strongly recommending that something be done to *establish* the duties of the City Administrator and of the Mayor. The conflicts that exist now are not conducive to smooth and efficient city government.



City Clerk

III

Handwritten signature or text, possibly "Handwritten" or "Handwritten".

Richards, Sue

From: ceebeejack@aol.com
Sent: Thursday, September 20, 2012 3:56 PM
To: Richards, Sue; amlauten@hotmail.com; dgtoct9922@att.net; margemattern@yahoo.com; Rthieme@charter.com; rwsuscha@charter.net; rw42786266@sbcglobal.net; dnardi@charter.net; franknmaryk@gmail.net
Subject: SCTA request.

Dear Sue:

Please give a copy of this to President of the Council, Don Hammond, and all other council members. We at the Sheboygan County Taxpayer Alliance strongly recommend that something be done to establish the duties of the City Administrator, and of the Mayor. The conflicts that exist now are not conducive to smooth and efficient city government. No one can serve two masters, no council can either. Thank You for your consideration in this matter.

Jack Wirtz
Pres. SCTA

II

R. O. No. - 12 - 13 . By CITY CLERK. October 1, 2012.

Submitting a communication from the Sustainable Sheboygan Task Force, Jeanne Kliejunas Secretary, requesting that the Common Council call a Committee of the Whole meeting to receive a presentation from Arch Electric on a proposed solar energy project for city buildings.



City Clerk

II

James F. Johnson

Sept. 19, 2012

To: Common Council – City of Sheboygan

From: Sustainable Sheboygan Task Force, Jeanne Kliejunas Secretary

The Sustainable Sheboygan Task Force requests that the Sheboygan Common Council call a Committee of the Whole meeting to receive a presentation from Arch Electric on a proposed solar energy project for city buildings. This request addresses the City's need to do ongoing planning regarding reducing energy costs for its municipal buildings. The Task Force sees this presentation as an opportunity to reduce energy costs steadily over the next 30+ years at no actual cost to the city.

Sustainable Sheboygan Task Force members will facilitate this presentation for the Committee of the Whole, once this request is scheduled.

Thank you.

III

Res. No. _____ - 12 - 13 . By Alderperson Hammond. October 1, 2012.

A RESOLUTION authorizing entering into the amended Third Modification to the Project Agreement for Design and Dredging within the Sheboygan River Area of Concern.

RESOLVED: That the Mayor is hereby authorized to execute the amended Third Modification to the Project Agreement for Design and Dredging between the U.S. EPA and the Wisconsin DNR, the City of Sheboygan, the County of Sheboygan, Pollution Risk Services and the Wisconsin Public Service Corporation, in form substantially similar to the attached.

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

**THIRD MODIFICATION TO THE PROJECT AGREEMENT FOR DESIGN AND
DREDGING BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF
SHEBOYGAN, SHEBOYGAN COUNTY, POLLUTION RISK SERVICES AND THE
WISCONSIN PUBLIC SERVICE CORPORATION**

The United States Environmental Protection Agency (U.S. EPA), represented by the Great Lakes National Program Office (GLNPO), and the Wisconsin Department of Natural Resources (WDNR), the City of Sheboygan, Wisconsin, Sheboygan County, Pollution Risk Services, LLC (PRS) and the Wisconsin Public Service Corporation (WPSC), are all entering into this Project Agreement (Agreement or PA) to do a focused feasibility study and the Remedial Design (Design Project), incorporate Service-in-Kind Projects, and undertake the Betterment Dredging Project within the Sheboygan River Area of Concern (AOC) in Wisconsin.

The Projects, as described in Paragraph 1.i of this Agreement, are qualified projects under the Great Lakes Legacy Reauthorization Act of 2008 (GLLA), codified as amended at 33 U.S.C. § 1268(c)(3) *et seq.* The Design Project completed additional sampling activities and developed a remedial design for the remediation of contaminated sediments in the Sheboygan River and restoration of affected property. The Service-in-Kind Projects are contaminated sediment dredging projects under consent decrees or administrative consent orders that are acceptable as local share under of Section 118(c)(12)(E), 33 U.S.C. § 1268(c)(12)(E) of GLLA. The Betterment Dredging Project, based on the design generated during the Design Project and focused on PCB and PAH contaminated sediments in the Sheboygan River, is described more fully below. Together, the Service-in-Kind Projects and Betterment Dredging Project comprise the Legacy Act Project for the Sheboygan River AOC. These projects are to be carried out within the Sheboygan River AOC, which is wholly within the United States.

Section 118(c)(12) of the GLLA, 33 U.S.C. § 1268(c)(12) pertains to the remediation of sediment contamination in areas of concern. Under Section 118(c)(12)(D)(iii), 33 U.S.C. § 1268(c)(12)(D)(iii), the Non-Federal Sponsors must enter into a written project agreement under which they agree to carry out their responsibilities and requirements for the projects. Section 118(c)(12)(E), 33 U.S.C. § 1268(c)(12)(E), specifies the Non-Federal Sponsors' share of the cost of each project, including, but not limited to: the value and types of any in-kind contribution of material or services that are integral to the projects and are to be provided by the Non-Federal Sponsor; limitations on the credit for any such in-kind contributions provided by the Non-Federal Sponsors; and the Non-Federal Sponsors' responsibility for 100% of the cost of any long-term operation and maintenance of the Betterment Project carried out under this Agreement.

This Agreement under the GLLA to remediate contaminated sediments will facilitate removing Beneficial Use Impairments and delisting an Area of Concern. The work under this Agreement ties directly to U.S. EPA's Strategic Plan for 2011-2015, Goal 2 (Protecting

America's Waters), Objective 2 (Protect and Restore Watersheds and Aquatic Ecosystems), Strategic Measure 4 (Improve the Health of the Great Lakes), that includes remediation of 10.2 million cubic yards of contaminated sediments in the Great Lakes by 2015.

The Estimated Total Project Costs of the Legacy Act Project is \$59,193,000. The Non-Federal Sponsors' share of the design costs is 35% and GLNPO's share is 65%. The Non-Federal Sponsors' costs of the Legacy Act Project are 40% and GLNPO's share of the costs of the Legacy Act Project is 60%.

The Non-Federal Sponsors and GLNPO have the authority and capability to perform as set forth in this Agreement and intend to cooperate in cost-sharing and financing of the projects according to the terms of this Agreement.

The Non-Federal Sponsors and GLNPO, in connection with this Agreement, desire to foster a "partnering" strategy and a working relationship through a mutually developed formal strategy of commitment and communication which creates an environment where trust and team work prevent disputes, foster a cooperative bond, and facilitate completion of a successful project.

NOW, THEREFORE, the GLNPO and the Non-Federal Sponsors agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

1. For purposes of this Agreement:
 - a. "Article" means a portion of this Agreement identified by Roman numeral.
 - b. "Estimated Total Project Costs" for the Legacy Act Project means \$59,193,000 plus a 5% contingency.
 - c. "Fiscal Year" means one fiscal year of GLNPO. The GLNPO fiscal year begins on October 1 and ends on September 30.
 - d. "GLLA" or "Act" means the Great Lakes Legacy Act of 2002, as amended and reauthorized by the Great Lakes Legacy Reauthorization Act of 2008, 33 U.S.C. § 1268(c)(12) *et. seq* (2008).
 - e. "In-kind contributions" means the value, as established by GLNPO, of Project related goods, services, and other non-monetary contributions provided by the Non-Federal Sponsors including, but not limited to: labor provided by the Non-Federal Sponsor employees, contractors or consultants if any; and construction of project elements, construction materials, equipment, design or engineering services, laboratory services and staff charges.
 - f. "Non-Federal Sponsors" are the parties that are not part of the United States government who are contributing money or in-kind services to the Projects and include: the

Wisconsin Department of Natural Resources, Wisconsin Public Service Corporation, the City of Sheboygan, Pollution Risk Services, LLC, and Sheboygan County.

g. “Non-federal proportionate share” means the ratio of the Non-Federal Sponsors’ total cash and in-kind contribution required according to Paragraphs 5 and 19 of this Agreement to the total financial obligation for the Legacy Act Project, as projected by GLNPO.

h. “Paragraph” means a portion of this Agreement identified by Arabic numeral.

i. 1. “Design Project” means work set forth in the attached Statement of Work (SOW), which is attached hereto and incorporated by reference, and which generally consists of all actions required to complete the focused feasibility work and the final design. The feasibility and design activities may include, but are not limited to engineering, scientific, and technical design of remediation and habitat restoration features, development of plans and specifications, final cost estimates, design report, and bid documents, as well as quality assurance documentation and work plans required for the remedial action. The Design Project has been completed and the design generated serves as the basis for the SOW for the Betterment Dredging Project. Total Design Project Costs are accounted for separately as described in Paragraph 19 below.

2. “Service-in-Kind Projects” means the work done in the Sheboygan River AOC to remediate PCB contaminated sediments by PRS under a consent decree with United States and the work done in the Sheboygan River AOC to remove PAH contaminated sediments by WPSC under an Administrative Settlement Agreement and Order on Consent with the United States. Work done pursuant to consent decrees and administrative consent orders are acceptable for service-in-kind credit under Section 118(c)(12)(E), 33 U.S.C. § 1268(c)(12)(E) of GLLA.

3. “Betterment Dredging Project” means the work set forth in the Dredging Statement of Work, which is attached hereto and incorporated by reference, including the dredging, dewatering and disposal of approximately 160,200 cubic yards of contaminated sediment from the Sheboygan River Area of Concern, the placement of sand on impacted river bottom.

j. “Project Participants” are the sub-group of Non-Federal Sponsors that will be actively writing and reviewing reports and plans to support the implementation of the Design and Betterment Dredging Projects. The Project Participants are WDNR, Sheboygan County, and the City of Sheboygan.

k. “Project Period” means the time from the date the initial Project Agreement become effective to the date that the GLNPO Project Manager notifies the Non-Federal Sponsors in writing of GLNPO's determination that the Betterment Dredging Project is complete or is otherwise terminated.

l. “Total Legacy Act Project Costs” means all costs incurred by the Non-Federal Sponsors and GLNPO according to this Agreement that are directly related to the work on

Service-in-Kind and/or Betterment Dredging Projects prior to any operation and maintenance costs. Subject to this Agreement, the term includes, but is not limited to: the value of the Non-Federal Sponsors in-kind contributions; GLNPO's engineering and design costs during the Project including any remaining Remedial Investigation and Feasibility Study activities; investigation costs to identify the existence and extent of hazardous substances; actual project costs; GLNPO's costs of contract dispute settlements or awards; and audit costs pursuant to Paragraphs 28 and 29 of this Agreement.

ARTICLE II - OBLIGATIONS OF GLNPO AND THE NON-FEDERAL SPONSORS

2. GLNPO, subject to receiving funds appropriated by the United States Congress and using those funds and in-kind services or funds provided by the Non-Federal Sponsors, subject to receipt of funds appropriated by the Wisconsin Legislature, the County Board, and/or the City Council, shall conduct the Project, applying those procedures usually applied to Clean Water Act projects, pursuant to federal laws, regulations, and policies.

3. a. Throughout the Project Period, the GLNPO Project Manager and the Project Participants shall arrange to have any U.S.EPA contractor, and the contractors of the Project Participants, if any, furnish each party with monthly progress reports.

b. Notwithstanding Paragraph 2 of this Agreement, if the award of any contract for implementing the Project would result in exceeding the Estimated Total Project Costs in Paragraph 14, GLNPO and the Non-Federal Sponsors shall defer award of that contract and all subsequent contracts for the Betterment Dredging Project construction until they agree to proceed with further contract awards, but in no event shall the contract awards be deferred for more than 9 months. Notwithstanding this general provision for deferring contract awards, GLNPO, after signing a modification to this Agreement that has been negotiated in good faith with the Non-Federal Sponsors to increase the Total Legacy Act Project Cost limit in this paragraph, at the prescribed cost share, may award a contract or contracts after the Director of GLNPO determines in writing that the award of the contract or contracts must proceed to comply with law or to protect human life or property from imminent and substantial harm.

4. By signing this Agreement, each Non-Federal Sponsor certifies that its financial systems meet the following standards:

(1) Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made according to the financial reporting requirements of this Agreement.

(2) Accounting records. The Non-Federal Sponsors must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

(3) Internal control. Effective control and accountability must be maintained for all Project Agreement cash, real and personal property, and other assets. The Project Participants must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

(4) Budget control. For each project Agreement, the Non-Federal Sponsors must compare actual expenditures or outlays with budgeted amounts. Financial information must be related to performance or productivity data, including developing unit cost information whenever appropriate or specifically required in the project Agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

(5) Allowable cost. OMB cost Circular A-87 and the terms of this Agreement will govern in determining the reasonableness, allowability, and allocability of costs.

(6) Source documentation. The Non-Federal Sponsors' accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract award documents, etc.

5. The Non-Federal Sponsors shall, subject to the receipt of funds appropriated by the Wisconsin Legislature, Sheboygan County Board, and or the City of Sheboygan, as appropriate, each contribute a share of the Total Project Costs as follows:

a. GLNPO will estimate, based on the information provided by the Non-Federal Sponsors and other information available, the Total Project Costs.

b. (1) The Non-Federal Sponsors WDNR, WPSC, the City of Sheboygan and Sheboygan County shall provide 35% of the Total Project Costs for the Design Project by check or EFT as provided in Paragraph 19, or through in-kind contributions.

(2) The Non-Federal Sponsors PRS and WPSC shall provide 100% of the Service-in-Kind Project Costs, as in-kind services, or by check or EFT as provided in Paragraph 19.

(3) The Non-Federal Sponsors shall provide 40% of the Betterment Dredging Project costs as in-kind services or by check or EFT as provided in Paragraph 19.

c. GLNPO will project the value of the in-kind contributions provided by the Non-Federal Sponsors. In-kind services can include, but are not limited to the following:

- (1) Lands;
- (2) Equipment;
- (3) Labor; and
- (4) Work or services performed by the Non-Federal Sponsors and their consultants, contractors and vendors as set forth in the SOW or final design.

d. If the value of the projected in-kind contributions is less than 40% of the Total Legacy Act Project Costs, the Non-Federal Sponsors shall provide a cash contribution and/or additional in-kind contributions, pursuant to Paragraph 19, in the amount necessary to make its total contribution equal to 40% of total costs of the Legacy Act Project. If the value of the cash or in-kind contributions for the Legacy Act Project exceeds 40%, and the PA is subsequently amended to include additional work, the cash and/or in-kind contributions that exceed 40% of the Legacy Act Project work under the PA can be considered in calculating the Non-Federal Sponsors' cost share obligation under this or any amendment to the PA.

6. GLNPO shall perform a final accounting according to Paragraph 18 to determine the value of the Non-Federal Sponsors' contributions under this Agreement to determine whether the Non-Federal Sponsors have met their obligations under GLLA.

7. The Non-Federal Sponsors shall not use federal program funds to meet any of their obligations for the Projects under this Agreement.

8. The Non-Federal Sponsors each certify that Non-Federal Sponsors and, to its knowledge, any of their contractors who will execute work under this Agreement:

a. Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local ("public") transactions;

b. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under Paragraph 8.b; and

d. Have not within the preceding three years had a public transaction terminated for cause or default.

9. The Project Participants will insure that any tasks they perform under the Design Project SOW involving collection of environmental data (measurements or information that describe environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology) must meet the American National Standard Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs, ANSI/ASQC E4-1004. "Quality System Documentation" includes a Quality Management Plan (QMP), a Quality Assurance Project Plan (QAPP), or such other documentation which demonstrates compliance with ANSI/ASQC E4-1994.

10. GLNPO, after consulting with the Non-Federal Sponsors, shall determine the lands, easements, or rights-of-way necessary for conducting the Betterment Dredging Project, including those necessary for the treatment or disposal of dredged or excavated material, or relocations, and those lands, easements, or rights-of-way that are subject to the navigation servitude. Before construction begins, the Non-Federal Sponsors shall acquire all lands, easements and rights-of-way necessary for the construction, as set forth in the SOW for the Betterment Dredging Project. Furthermore, before issuing the solicitation for each GLNPO contract for construction of the Betterment Dredging Project, or before GLNPO incurs any financial obligation for constructing the Betterment Dredging Project, if it elects to perform with its contractors, the Non-Federal Sponsors shall acquire all lands easements, and rights-of-way that GLNPO determines the Non-Federal Sponsors must provide for that work and shall authorize GLNPO and its representatives to enter those lands, easements, and rights-of-way for Betterment Project purposes.

ARTICLE III - PROJECT COORDINATION TEAM

11. To provide for consistent and effective communication, the Project Participants and GLNPO, not later than 30 business days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. The Project Coordination Team shall meet regularly until the end of the Project Period. GLNPO's Project Manager and a counterpart named by the Project Participants shall co-chair the Project Coordination Team. GLNPO's Project Manager and the Project Participants' counterparts shall keep the Project Coordination Team informed of Project progress and significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

12. Until the Betterment Project Dredging is complete, the Project Coordination Team shall generally oversee the project including, but not necessarily limited to, matters related to design, remedial investigation and feasibility studies; plans and specifications; scheduling; real property, relocation, and removal requirements; real property acquisition; contract awards or modifications; contract costs; the application of and compliance with the Davis-Bacon Act, Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act for relocations; GLNPO's cost projections; final inspection of the entire project or functional portions of the project; preparation of the management plan for proposed dredged or excavated material disposal; anticipated requirements for operating and maintaining the general navigation features in and around work zones; and other project-related matters. The Project Coordination Team also shall generally oversee the coordination of project schedules.

13. The Project Coordination Team may make recommendations to the Project Manager on project-related matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. GLNPO in good faith shall consider the recommendations of the Project Coordination Team. GLNPO, having the legal authority and responsibility for the Project, may accept or reject, in whole or in part, the Project Coordination Team's recommendations.

ARTICLE IV - METHOD OF PAYMENT

14. a. As of the effective date of this Agreement, the Estimated Total Project Costs are projected at \$59,193,000, and WPSC, PRS, WDNR, the City of Sheboygan, and Sheboygan County's contribution, as Non-Federal Sponsors, local share as required under Paragraph 5 is projected at \$23,620,000. These amounts are subject to adjustment by GLNPO, after consultation with the Non-Federal Sponsors and are not to be construed as the total financial responsibilities of GLNPO and the Non-Federal Sponsors.

b. As of the effective date of this Agreement, the Total Service-in-Kind Project Costs are projected to exceed \$21,000,000. These amounts are subject to adjustment by GLNPO, after consultation with the Non-Federal Sponsors, and are not to be construed as the total financial responsibilities of GLNPO and the Non-Federal Sponsors.

15. The Non-Federal Sponsors WPSC and PRS shall provide in-kind services as the local share of the Legacy Act Project, required by Paragraph 5, by completing the Service-In-Kind Projects according to the provisions of this Paragraph, subject to receipt of funds appropriated by the Wisconsin Legislature, the Sheboygan County Board, or the City of Sheboygan, as appropriate. Cash payments that may be required shall be made in the manner outlined in Paragraph 19, below.

a. By March 31, 2011, the Non-Federal Sponsors WDNR, Sheboygan County, WPSC, and the City of Sheboygan made a collective \$400,000 total payment to GLNPO by electronic funds transfer or delivering checks payable in the manner described in Paragraph 19 below. Non-Federal Sponsors Wisconsin Public Service Corporation and Pollution Risk Services, LLC, have begun providing in-kind-services towards the Legacy Act Project on an on-going basis.

b. The Non-Federal Sponsors shall continue to submit itemized statements listing the value of in-kind contributions they incur to complete the Service-in-Kind Project.

c. If at any time GLNPO determines that additional funds or in-kind contributions will be needed from the Non-Federal Sponsors to cover the non-federal proportionate share of projected financial obligations for the Legacy Act Project during the appropriate fiscal year, GLNPO shall notify the Non-Federal Sponsors in writing of the additional funds or in-kind contributions required and shall explain why they are required. The Non-Federal Sponsors need to sign an amendment to this Agreement to increase the Estimated Project Cost limit in Paragraph 14. The Non-Federal Sponsors, within 90 calendar days from receipt of the notice, subject to receipt of funds appropriated by the Wisconsin Legislature, the Sheboygan County Board, or the City of Sheboygan, as appropriate, shall make the additional required funds available by delivering a check payable in the manner described in Paragraph 19, below or submit an itemized statement listing any in-kind contributions.

d. Where the Non-Federal Sponsors are meeting their cost share requirements through in-kind-services, the Non-Federal Sponsors shall submit detailed documentation of any work they perform for which they want to receive credit. The Non-Federal Sponsors

WPSC and PRS shall continue to provide GLNPO with quarterly reports on the Service-In-Kind Projects until work on those projects are complete. Generally, quarterly reports shall, at a minimum, include a summary of any work accomplished by the Non-Federal Sponsors in the previous quarter on each element of the Project, a current schedule for work and other milestones, and a discussion of costs incurred to date with an attribution of the funding source (federal or non-federal) and percentage of the Non-Federal Sponsors' costs paid, or in-kind-services provided, by the Non-Federal Sponsors to date. For the Non-Federal Sponsors' portion of the costs, the costs shall be broken down into the following categories: direct costs (personnel, contract, and equipment) and indirect costs. This report shall also include detailed documentation of the Non-Federal Sponsors' in-kind costs incurred to meet the cost share requirement.

e. Local Sponsor WDNR shall made a cash payment of \$1,220,000 as part of the local share for the Legacy Act Project according to the payment provisions of Paragraph 19, below, by May 25, 2012. The State of Wisconsin has made another \$1 million available to the project. That amount will be invoiced by GLNPO pursuant to paragraph 16, below, as those funds may be required to implement the Dredging Project.

16. If at any time GLNPO determines that an increase in the Estimated Total Project Costs are necessary to complete the Legacy Act Project and additional funds or in-kind contributions will be needed from the Non-Federal Sponsors to cover the non-federal proportional share of the increased Total Project Costs, GLNPO shall notify the Non-Federal Sponsors in writing of the additional funds required and shall explain why they are required. If the parties sign a modification to this Agreement to increase the Estimated Total Project Costs, the Non-Federal Sponsors, within 90 calendar days after receipt of the notice, shall pay GLNPO the full amount of the additional required funds by delivering a check payable in the manner described in Paragraph 19, below, or provide additional in-kind services as described in Paragraph 15. c, above.

17. Until GLNPO gives the Non-Federal Sponsors the results of the final accounting, GLNPO shall maintain current records of contributions provided by the parties, current projections of the Estimated Total Project Costs, and costs due to additional work under Paragraph 3.b.

18. Upon completion of the Legacy Act Project or termination of this Agreement before Legacy Act Project completion and upon resolution of all relevant proceedings, claims, and appeals, GLNPO shall conduct a final accounting and give the Non-Federal Sponsors the final accounting results. GLNPO may perform an interim accounting on its own or, if requested by the Non-Federal Sponsors.

a. The final accounting shall determine the total costs of each Project and each party's required cost for the Legacy Act Project.

b. If the final accounting shows that the Non-Federal Sponsors' total contribution is less than their required share of the Total Project Costs, the Non-Federal Sponsors shall, subject to receipt of funds appropriated by the Wisconsin Legislature, the Sheboygan County

Board, or the City of Sheboygan, as appropriate, within 90 calendar days after receipt of written notice, pay the amount necessary to meet their required share by delivering a check payable in the manner described in Paragraph 19, below.

c. If the final accounting shows that the Non-Federal Sponsors' total contribution is more than their required share of the Design or Total Legacy Act Project Costs, GLNPO shall reimburse those other Non-Federal Sponsors any cash that they have provided as soon as practicable. However, the Non-Federal Sponsors will not be reimbursed for in-kind contributions that are in excess of their required share of the Total Legacy Act Project Costs.

19. Previously, for the Design Project, the Non-Federal Sponsors Wisconsin Department of Natural Resources, Wisconsin Public Service Corporation, the City of Sheboygan, and the Sheboygan County have all individually submitted checks for \$100,000. For the Legacy Act Project, WDNR shall submit a check for \$1,220,000, made payable to the order of the "Treasurer, United States of America," to the address specified on the invoice. Any checks required from any Non-Federal Sponsor shall contain a notation referencing a Budget Organization account number that GLNPO shall provide after this Agreement is finalized,

OR WDNR for its local share or any Non-Federal Sponsor in the future shall make an Electronic Fund Transfer (EFT) to:

Federal Reserve Bank of New York
ABA No. 021030004
Account No. 68010727
33 Liberty Street
New York, N.Y. 10045
Field Tag 4200 of the Fedwire message is "D 68010727 Environmental Protection Agency" and shall contain a Budget Organization account number that GLNPO shall provide after this Agreement is executed.

The Non-Federal Sponsors shall provide a copy of their respective check or EFT transmission to the GLNPO contact listed in Paragraph 39, below. Notification of the wire transfer will include reference to the Site Number that is provided.

ARTICLE V - DISPUTE RESOLUTION

20. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this article are the exclusive mechanism to resolve disputes arising under or with respect to this Agreement.

21. Any dispute with respect to the obligations of that party which arises under this Agreement initially shall be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 business days from the time the dispute arises, unless extended by written Agreement of the parties to the dispute. The informal dispute period arises when a party not in dispute receives another party's written notice of dispute.

22. Statements of Position.

a. If the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, the position advanced by GLNPO shall be binding unless, within 10 business days after the conclusion of the informal negotiations, the Non-Federal Sponsors invoke the formal dispute resolution procedures of this article by serving on GLNPO a written statement of position on the matter in dispute. The statement of position shall include, but is not limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the Non-Federal Sponsors.

b. Within 30 business days after receiving the Non-Federal Sponsors' statement of position, GLNPO shall serve on the Non-Federal Sponsors its statement of position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by GLNPO. Within 20 business days after receiving GLNPO's statement of position, the Non-Federal Sponsors may submit a reply.

c. GLNPO shall maintain an administrative record of the dispute that contains all statements of position, including supporting documentation, submitted pursuant to this Paragraph. Where appropriate, GLNPO may allow submission of supplemental statements of position by the parties to the dispute.

d. The Director of GLNPO will issue a final administrative decision resolving the dispute based on the administrative record described above. This decision shall bind the Non-Federal Sponsor subject to any opportunity for judicial review under applicable law.

ARTICLE VI - OPERATION AND MAINTENANCE

23. Subject to applicable federal laws and regulations, the Non-Federal Sponsors, subject to receipt of funds appropriated by the Wisconsin Legislature, the Sheboygan County Board, or the City of Sheboygan, as appropriate, at no cost to GLNPO, shall operate and maintain the elements of the Betterment Dredging Project in a manner compatible with the authorized purposes of that Betterment Dredging Project to restore beneficial use impairments in the AOC. Operation and maintenance of the Service-in-Kind Projects will be the responsibility of the parties doing that work: WPSC for the Campmarina PAH removal work and PRS for the PCB response work. Operation and maintenance for those in-kind-service elements of the Service-In-Kind Projects are delineated in the SOWs which are attached to this Agreement. Additional operation and maintenance that might be required for the Betterment Dredging Project designed in the Design Project is the responsibility of the Non-Federal Sponsors and may include any maintenance or excavation and disposal of material from the Betterment Dredging Project as required in the SOWs agreed to by the parties.

24. The Non-Federal Sponsors authorize GLNPO to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsors own or control for the

purpose of monitoring the effectiveness of the operation and maintenance the Betterment Dredging Project. However, nothing in this Agreement conveys to GLNPO any interest in real property owned or controlled by the Non-Federal Sponsors.

25. The Non-Federal Sponsors authorize GLNPO or its agent to perform all activities on the lands, easements, and rights-of-way provided by the Non-Federal Sponsors to enable the disposal of dredged or excavated material that, in GLNPO's sole discretion, are necessary for remedial investigation and feasibility study activities, operating, maintaining, or managing the disposal facilities including, but not necessarily limited to, construction, operation, and, maintenance of the dredged or excavated material disposal facilities; and disposal of dredged or excavated material associated with the construction, operation, and maintenance of the Betterment Dredging Project as specified in the SOWs attached to this Agreement.

ARTICLE VII - SEVERABILITY CLAUSE

26. If a court issues an order that invalidates any provision of this Agreement, the parties shall remain bound to comply with all provisions of this Agreement not invalidated or determined to be subject to a sufficient cause defense by the court's order.

ARTICLE VIII - MAINTENANCE OF RECORDS AND AUDIT

27. GLNPO and the Non-Federal Sponsors shall maintain such books, records, documents, or other evidence related to the Projects according to these procedures and for at least five years after completing the Final Accounting described in Paragraph 18, for which the books, records, documents, or other evidence were subject. To the extent permitted under applicable federal laws and regulations, GLNPO and the Project Participants shall each allow the other to inspect the books, records, documents, or other evidence for the Betterment Dredging Project.

28. The parties agree that the Non-Federal Sponsors are responsible for complying with the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-133. The Non-Federal Sponsors shall provide to GLNPO Single Audit Act reports for each year in which work was performed under this Project Agreement within 30 days of the availability of that report. Upon request of the Non-Federal Sponsors and to the extent permitted under applicable federal laws and regulations, GLNPO shall give the Non-Federal Sponsors and independent auditors any information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of any non-federal audits performed pursuant to this Paragraph before GLNPO furnishes the Non-Federal Sponsors with the results of the final accounting shall be allocated according to the provisions of OMB Circulars A-87 and A-133, and the costs that are allocated to the Project shall be included in Total Project Costs and shared according to the provisions of this Agreement.

29. In accordance with 31 U.S.C. § 7503, GLNPO may conduct audits in addition to any audit that the Non-Federal Sponsors must conduct under the Single Audit Act

Amendments of 1996. The costs of GLNPO audits performed pursuant to this Paragraph before GLNPO furnishes the Non-Federal Sponsors with the results of the final accounting shall be included in the Total Project Costs, and shared according to the provisions of this Agreement.

ARTICLE IX - FEDERAL LAWS AND REGULATIONS

30. In the exercise of their rights and obligations under this Agreement, the Non-Federal Sponsors agree to comply with all task-specific applicable federal laws and regulations, including, but not limited to:

a. Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. § 2000d); and all applicable federal labor standards requirements including, but not limited to 40 U.S.C. §§ 3141-3148 and 40 U.S.C. §§ 3701-3708 (revising, codifying and enacting without substantive change);

b. The provisions of the Davis-Bacon Act (formerly 40 U.S.C. § 276a *et seq.*);

c. The Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. § 327 *et seq.*), debarment and suspension requirements (40 C.F.R. Part 32);

d. The Copeland Anti-Kickback Act (formerly 40 U.S.C. § 276c) and the Endangered Species Act (16 U.S.C. §§ 1534 to 1544);

e. Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60-4 relating to federally-assisted construction contracts.

ARTICLE X - RELATIONSHIP OF PARTIES

31. In the exercise of their respective rights and obligations under this Agreement, GLNPO and the Non-Federal Sponsors each act in an independent capacity, and are not considered the officer, agent, or employee of the others.

32. In the exercise of their rights and obligations under this Agreement, the parties shall not provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor.

ARTICLE XI - TERMINATION OR SUSPENSION

33. If the Non-Federal Sponsors fail to fulfill their obligations under this Agreement, or if the Director of GLNPO, in his sole discretion, determines it would be impractical to continue work under the Project Agreement for any reason, but particularly if continuing the work is not expected to achieve the objectives of the Betterment Dredging Project, the Director shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Betterment Dredging Project is in the

interest of the United States, or is necessary to satisfy agreements with any other non-federal interests in connection with the Betterment Dredging Project.

34. If GLNPO fails to fulfill its obligations under this Agreement, the Non-Federal Sponsors reserve the right to terminate the Agreement or suspend future performance under this Agreement unless they determine that continuation of work on these Projects is in the interest of the State of Wisconsin, the City or the County, or is necessary to satisfy agreements with any other non-federal interests in connection with the Project.

35. If GLNPO or any of the Non-Federal Sponsors do not receive annual appropriations sufficient to meet its share of scheduled expenditures for these Projects for the then-current or upcoming fiscal year, GLNPO or the Non-Federal Sponsors shall notify the other parties in writing, and either party may, without penalty, terminate this Agreement or suspend future performance under this Agreement. If any party suspends future performance pursuant to this Paragraph, the suspension shall remain in effect until GLNPO or the Non-Federal Sponsors receive sufficient appropriations or until either GLNPO or the Non-Federal Sponsors terminates this Agreement, whichever occurs first.

36. If any party terminates this Agreement pursuant to this Article, all parties shall conclude their activities relating to these Projects and proceed to a final accounting pursuant to Paragraph 18.

37. Any termination of this Agreement or suspension of future performance under this Agreement shall not relieve the parties of liability for any obligation previously incurred. Interest shall accrue on any delinquent payment owed by the Non-Federal Sponsors at a rate, to be determined by the Secretary of the Treasury, equal to 150 per cent of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately before the payment became delinquent, or auctioned immediately before the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

ARTICLE XIII -HISTORIC PRESERVATION

38. GLNPO, in consultation with the Project Participants, shall evaluate the Projects' impacts on historic property. The costs of identification, survey and evaluation of historic properties shall be included in Total Project Costs and shared according to this Agreement.

ARTICLE XIV - NOTICES

39. Unless otherwise specified here, any notice, request, demand or other communication required or permitted under this Agreement between the parties shall be in writing and addressed as follows:

Victor Pappas
Wisconsin Department of Natural Resources
1155 Plymouth Road
Plymouth, WI 53073

Susan Richards, City Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

Adam Payne, County Administrator
Sheboygan County
508 New York Avenue
Sheboygan, Wisconsin 53081

Brian Bartoszek
Wisconsin Public Service Corporation
Post Office Box 19001
Green Bay, WI 54307-9001

Mark Mather
Assured Group of Companies
7870 E. Kemper Road
Suite 240
Cincinnati, OH 45249

And,

Heather Williams
U.S. EPA, Region 5
GLNPO (G-18J)
77 West Jackson Blvd.
Chicago, IL 60604-3590

40. Any party may change its notice address provided in Paragraph 39 by written notice to the other parties.

41. The addressee shall be deemed to have received any notice given pursuant to this Agreement at the earlier of the date it is actually received, or seven calendar days after it is mailed.

ARTICLE XV - CONFIDENTIALITY

42. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVI - RESPONSIBLE PARTIES

43. If it is discovered through any investigation for hazardous substances or other means that CERCLA liability for hazardous substances addressed by the Betterment Dredging Project can be attributed to a responsible party, beyond what is already known to

the parties, the parties shall provide prompt written notice to each other. The Project Participants shall consult according to Article V in an effort to ensure that responsible parties bear their fair share of clean up and response costs as defined in CERCLA. Implementation of the Betterment Dredging Project shall not relieve any third party from any liability that may arise under CERCLA or other federal or state law.

ARTICLE XVII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

44. This Agreement does not create any rights, confer any benefits, or relieve any liability, for any third person not party to this Agreement.

ARTICLE XVIII - NON-LIABILITY OF OFFICERS AND EMPLOYEES

45. No officer, agent, consultant, or employee of the Non-Federal Sponsors, may be charged personally, or held liable, under this Agreement because of any breach, attempted breach, or alleged breach of this Agreement.

46. This Agreement will become effective on the date the GLNPO representative signs this Agreement.

ARTICLE XIX - MODIFICATION

47. This Project Agreement may be modified by mutual agreement of U.S. EPA and the Project Participants. Modifications shall be in writing and can significantly increase the scope or cost of the project, including, but not limited to, implementation of sediment dredging, consistent with the requirements of the Great Lakes Legacy Act and its implementing regulations and guidance. Modifications shall be effective and apply to U.S. EPA and the Non-Federal Sponsors at the time they are signed by the U.S. EPA and the Non-Federal Sponsors.

ARTICLE XX - AUTHORITY OF SIGNATORY TO BIND AND AVAILABILITY OF FUNDS

48. Each undersigned representative of GLNPO and the Non-Federal Sponsors certifies that he or she is fully authorized to enter into the terms of this Agreement they are responsible for and to execute and legally bind such party to this Agreement.

49. Each undersigned representative of the Non-Federal Sponsors certifies that the Non-Federal Sponsor has the funds and/or the financial capability to meet its required proportional share of the Total Project Costs under this Agreement.

By: _____
Susan Hedman
Great Lakes National Program Manager
U.S. Environmental Protection Agency

Date _____

**THIRD MODIFICATION TO THE PROJECT AGREEMENT FOR DESIGN AND
DREDGING BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF
SHEBOYGAN, SHEBOYGAN COUNTY AND THE WISCONSIN PUBLIC SERVICE
CORPORATION**

By

**Cathy Stepp
Secretary
Wisconsin Department of Natural Resources**

Date: _____

THIRD MODIFICATION OF THE PROJECT AGREEMENT FOR DESIGN AND
DREDGING BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF
SHEBOYGAN, SHEBOYGAN COUNTY AND THE WISCONSIN PUBLIC SERVICE
CORPORATION

By

Terry Van Akkeren
Mayor
City of Sheboygan, Wisconsin

Date: _____

THIRD MODIFICATION OF THE PROJECT AGREEMENT FOR DESIGN AND
DREDGING BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF
SHEBOYGAN, SHEBOYGAN COUNTY AND THE WISCONSIN PUBLIC SERVICE
CORPORATION.

By

Adam Payne
County Administrator
Sheboygan County, Wisconsin

Date: _____

**THIRD MODIFICATION OF THE PROJECT AGREEMENT FOR DESIGN AND
DREDGING BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF
SHEBOYGAN, SHEBOYGAN COUNTY AND THE WISCONSIN PUBLIC SERVICE
CORPORATION**

By

Connie Lawniczak
Director of Environmental Services
Wisconsin Public Service Corporation

Date: _____

**THIRD MODIFICATION OF THE PROJECT AGREEMENT FOR DESIGN AND
DREDGING BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF
SHEBOYGAN, SHEBOYGAN COUNTY AND THE WISCONSIN PUBLIC SERVICE
CORPORATION**

By

Mark Mather
Director
Pollution Risk Services, LLC

Date: _____

III

Res. No. _____ - 12 - 13. By Alderperson Hammond. October 1, 2012.

A RESOLUTION approving the sale of certain Redevelopment Authority property.

RESOLVED: That the Common Council hereby approves the sale by the Redevelopment Authority of the City of Sheboygan of Lots 1 and 2, except the north 97.5 feet thereof, Block 151, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, to Community Bank & Trust (CB&T) for \$15,000 and the conveyance by CB&T to the City of Sheboygan of the following property: the east 5 feet of the north 52.45 feet of Lot 9 and the west 1.80 feet of the north 52.45 feet of Lot 10, Block 151, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III



Res. No. _____ - 12 - 13. By Alderperson Hammond. October 1, 2012.

A RESOLUTION establishing a policy for fund balances for the Self-Insured Health Insurance Fund and the Self-Insured Worker's Compensation Fund.

WHEREAS: That the City has established a self-insured health insurance fund and self-insured worker's compensation fund;

WHEREAS: The City has entered into contract for stop loss coverage for health insurance claims and self-insured retention for worker's compensation claims;

WHEREAS: Based on current conditions, the recommendation for fund balance is \$3 million for Health Insurance Claims and \$1.5 million for Worker's Compensation Claims;

WHEREAS: Based on actual claims history this recommendation for Self-Insured Health Insurance Fund and the Self-Insured Worker's Compensation Fund balance is adequate to protect the City's potential liability based on recommendations from the Health Insurance consultant and the auditors;

RESOLVED: The Common Council designates \$4.5 million of fund balance for Health Insurance and Worker's Compensation claims;

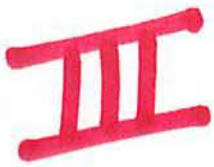
BE IT FURTHER RESOLVED: That the combined fund balance in the Health Insurance Fund and the Worker's Compensation Fund retain \$4.5 million.

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

三



Res. No. - 12 - 13 . By Alderperson Hammond. October 1, 2012.

A RESOLUTION approving the revised Guidelines for the Community Development Block Grant (CDBG) Historic Preservation Program.

WHEREAS, the City of Sheboygan authorized the Redevelopment Authority to administer City historic preservation grants in 1990,

WHEREAS, this program has been a grant program in past funded with Historic Preservation CDBG dollars, but due to changing needs of the community, the Sheboygan Redevelopment Authority recommends the program be changed to a 5-year forgivable loan program in lieu of a grant program for construction grants only under this program,

WHEREAS, funding contribution will be based on the significance of the project and owner contribution,

WHEREAS, the Redevelopment Authority/City may provide a forgivable payment loan which will be secured by a mortgage filed with the Register of Deeds. If the commercial business owner sells the building during the five year period, the principal in the amount of one-sixtieth (1/60) of the original loan shall be forgiven one month from the date of the promissory note and on each of the fifty-nine (59) calendar months thereafter.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby revises the Historic Preservation Program's Construction Work Program administered by the Redevelopment Authority to offer a five-year forgivable loan with the amount of funding to be based on the significance of the project/owner contribution and hereby adopts the attached application form and the guidelines contained therein.

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

OFFICE USE ONLY

CDBG PROGRAM YEAR _____

APPLICATION REC'D DATE _____

DATE APP'D BY ARCHITECTURAL REVIEW
BOARD _____

OFFICE USE ONLY

DATED APP'D BY RDA _____

DOLLAR AMT APP'D _____

SECTION 106 REVIEW COMPLETED YES or No

**CITY OF SHEBOYGAN
APPLICATION FOR HISTORIC PRESERVATION PROGRAM
FOR CONSTRUCTION WORK**

Amended by RDA, September 21, 2012

Completed application is to be filed with the Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081. Applications that are not complete or legible will not be accepted.

1. GENERAL INFORMATION

DATE OF APPLICATION SUBMITTAL: _____

APPLICANT: _____ PHONE: ____ (____) _____

NAME OF FIRM: _____

APPLICANT'S ADDRESS: _____

ARCHITECT: _____ PHONE: ____ (____) _____

ADDRESS: _____

2. PROJECT INFORMATION (Costs must be verified by two written estimates from contractors which include Federal wage rates as well as the design drawings for the work to be funded.)

PROJECT LOCATION: _____

EXTERIOR PRESERVATION COSTS: _____ \$ _____

****Award based on the significance of the project and owner contribution.**

HAS A FAÇADE APPLICATION FOR RESEARCH WORK
BEEN APPROVED PREVIOUSLY? YES or NO (Circle one)

3. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

APPLICANT'S SIGNATURE

DATE

PRINT ABOVE NAME

4. NOTES

PURPOSE: To promote facade renovation of historic buildings, to conserve valuable architecture and to preserve the City's ethnic and cultural heritage as reflected in its historic structures.

ELIGIBILITY: To be eligible the commercial building must be located within a Community Development Block Grant, low to moderate income qualified census tract as defined by the U.S. Census, 2000. A map outlining the eligible areas is attached to this application. The Redevelopment Authority (RDA) is the approving agency and all applications shall be approved by them prior to work beginning.

FUNDING REQUIREMENTS: The design must be prepared by a design professional and must reflect the original design, materials and character of the building. The design must be approved by designated agencies prior to construction work being approved for this funding.

LABOR STANDARDS: The Applicant, if awarded construction funding through this program, shall comply with and assure compliance of all Project contractors and subcontractors with the Davis Bacon Act, as amended 40 U.S.C. 276a-276a-5, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, applicable Federal laws, provide weekly payroll reports for contractors/subcontractors working on this project, and other regulations pertaining to labor standards.

CITY PARTICIPATION: The Redevelopment Authority/City of Sheboygan may provide a forgivable payment loan which will be secured by mortgage filed with the Register of Deeds. If the commercial business owner sells the building during the five-year period, the loan would be pro-rated and must be paid back without interest.

Funding **will not** be disbursed until all Federal Labor Standards and other requirements are fulfilled.

COMPLETION: To receive the funding, construction work shall begin within 6 months of acceptance of the application by the RDA and be completed within 12 months.

**FACADE RESTORATION PROGRAM
DEFERRED PAYMENT PROMISSORY NOTE
(Forgivable Loan)**

\$ _____

Sheboygan, Wisconsin
_____, 2012.

FOR VALUE RECEIVED, the undersigned (the "Borrower"), promises to pay to the order of the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate organized and existing under the laws of the State of Wisconsin, at its office in the City of Sheboygan, Wisconsin (the "RDA" or "Holder"), the principal sum of _____ thousand and 00/100 (\$____,000.00) dollars. This Promissory Note shall bear no interest, except as provided in Paragraph 4 below.

1. Payments. All outstanding principal and accrued interest under this Promissory Note shall be due and payable on the Due Date (as defined below); provided, however, that so long as Borrower continues to own and occupy the below-described real estate (the "Property") as its principal place of business, Borrower's obligation to pay principal and interest under this Promissory Note shall be forgiven as follows: (i) principal in the amount of one-sixtieth (1/60) of the original loan amount shall be forgiven one month from the date hereof and on each of the fifty-nine (59) calendar months thereafter. Each payment received by the RDA with respect to this Promissory Note shall be applied as follows: first, to the payment of any late charges; second, to the payment of accrued but unpaid interest; and third, to the payment of the outstanding principal balance of this Promissory Note.

2. Due Date. The "Due Date" shall be the earlier of (i) the first date on which Borrower no longer maintains ownership of the Property, or (ii) _____, 20__ [5 years from date of Note].

3. Purpose of Loan. Borrower acknowledges and agrees that the RDA is making this loan to Borrower for the express purpose of undertaking façade restoration work on the Property as set forth in Borrower's approved loan application with the RDA. Borrower represents and warrants to the RDA that Borrower will use all proceeds of this Promissory Note for such purpose, and authorizes the

RDA, the City of Sheboygan, the U.S. Department of Housing & Urban Development ("HUD"), or their agents, to inspect all work financed by this loan. None of the proceeds of this loan will be used to finance any improvements undertaken prior to the date of application approval by the RDA.

4. Default. In the event that Borrower fails to timely pay any amount or perform any other obligation of Borrower under this Promissory Note, the Mortgage (as defined below), or any other agreement or instrument now or hereafter executed by Borrower to evidence or secure the performance of Borrower's obligations thereunder, the RDA may, at its option, declare the entire principal sum under this Promissory Note immediately due and payable. In the event that the RDA exercises this option, or the principal balance of this Promissory Note otherwise becomes due and payable, all principal then outstanding under this Promissory Note shall thereafter bear simple interest at the rate of twelve (12%) percent per annum. Failure to exercise this option shall not constitute a waiver of the RDA's right to exercise the same with respect to any prior or subsequent defaults.

5. Security. Borrower's obligations under this Promissory Note are secured by that certain Mortgage of even date herewith encumbering the Property, more particularly described as follows:

[insert legal description]

6. Miscellaneous.

If any provision of this Promissory Note shall be invalid or unenforceable for any reason, the same shall be ineffective, but the remainder of this Promissory Note shall not be affected thereby and shall remain in full force and effect.

Time is of the essence of each and every obligation of Borrower and the RDA hereunder.

Presentment and demand for payment, notice of dishonor, protest and notice of protest are hereby waived by Borrower and the RDA with respect to amounts owed by each of them respectively under the provisions of this Promissory Note.

If the due date for any payment under this Promissory Note falls on a Saturday, Sunday or legal holiday, then such due date shall be extended to the next business day.

Borrower authorizes and agrees that the RDA or City may make any and all files and documents pertaining to this loan available to HUD.

Borrower understands that any false statement(s) or misrepresentation(s) made in connection with this loan may subject Borrower to criminal and/or civil penalties under federal and state law, and may require immediate repayment of the loan.

None of the terms or provisions of this Promissory Note may be waived, altered, modified or amended except by a writing signed by the RDA and Borrower.

The provisions of this Promissory Note shall be governed by Wisconsin law.

The covenants, terms and conditions hereof shall bind the heirs, successors and assigns of Borrower and shall inure to the benefit of the successors and assigns of the RDA.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the date first set forth above.

BORROWER:

BY: _____

ATTEST: _____



Res. No. _____ - 12 - 13. By Alderperson Van Akkeren. October 1, 2012.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a complete mobile law enforcement Automated License Plate Recognition System (ALPRS) including installation and training.

WHEREAS: The Sheboygan Police Department has a need for hardware and software that comprise an automated license plate recognition system to effectively and efficiently locate and track specific vehicles and;

WHEREAS: The system that has been determined to meet or exceed all of their needs for this equipment is of a proprietary nature and thus only available from the manufacturer and;

WHEREAS: The system proposed is the same as is used by a number of surrounding agencies and is fully compatible to accommodate the sharing of critical information between agencies and;

WHEREAS: The funding for this equipment is included in the 2012 Sheboygan Police Department budget.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Pips Technology Inc. for the purchase and installation of the equipment and that the waiver of the requirement for competitive bidding is authorized.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the 2012 Sheboygan Police Department budget Account # 10121100-642200 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

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III

Res. No. _____ - 12 - 13. By Alderperson Heidemann. October 1, 2012.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Miller & Associates of Sauk Prairie for the purposes of supplying and installing new playground equipment at Vollrath Park and Charles Voigt Park.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to the City parks standardizing its playground equipment for uniformity and ease of maintenance.

WHEREAS, Miller & Associates is the preferred distributor of Burke Playground Equipment, which has been predominantly used in the City of Sheboygan and is manufactured in Fond du Lac, Wisconsin, which allows for quick service.

RESOLVED: That the appropriate City Officials are hereby authorized to waive the competitive bid requirements and enter into contract with Miller & Associates for supplying and installing new playground equipment at Vollrath Park and Charles Voigt Park for the purchase of playground equipment at a cost of not to exceed \$50,000 in payment of same from the Capital Improvements Playground Renovations Fund 47253000-631100.

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. _____ - 12 - 13. By Alderperson Belanger. October 1, 2012.

A RESOLUTION approving the private contracting of garbage collection for the City of Sheboygan.

WHEREAS, the City of Sheboygan has private alternatives for the collection of garbage;

WHEREAS, the City of Sheboygan has a pending expenditure of approximately \$1,500,000 for new garbage trucks in the next couple of years;

WHEREAS, the City of Sheboygan has a projected deficit of approximately \$420,000 for 2014; and

WHEREAS, the City of Sheboygan has a projected deficit of approximately \$1,700,000 for 2015.

RESOLVED: That the Common Council approve the private contracting of garbage collection for the City of Sheboygan.

BE IT FURTHER RESOLVED: That the City Administrator solicit formal quotations for this service.

BE IT FURTHER RESOLVED: That the Common Council appropriate 90% of any resulting surplus in 2013 and 2014 to be targeted specifically for infrastructure improvement, repair or replacement (roads and sewers).

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

GARBAGE PRIVATIZATION

2013 CITY GARBAGE BUDGET:	\$1,655,802
COST PER HOUSEHOLD PER MONTH (16,088 HOUSEHOLDS):	\$8.58
PRIVATIZATION COST PER MONTH:	\$9.50

BENEFITS

- AVOID \$1,500,000 FOR PURCHASE OF NEW TRUCKS
- SELL EXISTING FLEET TO PRIVATE CONTRACTOR
- POTENTIAL TO HIRE CURRENT EMPLOYEES

BUDGET IMPACT

➤ 2013 GARBAGE BUDGET	\$1,655,802
➤ ELIMINATION OF GARBAGE FEE	- \$ 869,000
➤ SURPLUS FOR COUNCIL USE	\$ 786,802
➤ 2014 GARBAGE BUDGET	\$1,680,639
➤ ELIMINATION OF GARBAGE FEE	\$ 869,000
➤ ESTIMATED 2014 SHORTFALL	- \$ 420,879
➤ SURPLUS FOR COUNCIL USE	\$ 390,760
➤ 2015 GARBAGE BUDGET	\$1,705,848
➤ ESTIMATED 2015 SHORTFALL	- \$1,718,647
➤ SHORTFALL	- \$ 12,799

If the Common Council does nothing on this issue we still have the following expenditures and deficits to deal with.

- 2014 deficit projected at \$420,000
 - 2015 deficit projected at \$1,718,647
 - Garbage Truck purchase \$1,500,000
- Total \$3,638,617.00

71% of Wisconsin cities and villages privatize their garbage collection.

Source: "Local Public Services in Wisconsin: Alternatives for Municipalities". 452 cities and villages surveyed and 409 responded. Steven Deller, Professor and Community Development Economist UW Madison

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9672 be denied based upon her failure to accurately reveal all relevant convictions on her Taxicab Operator's license application, her record of violations related to the licensed activity, and her failure to cooperate with the Committee.

_____ 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

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9675 be denied based upon her failure to accurately reveal all relevant convictions on her Taxicab Operator's license application, her record of violations related to the licensed activity, and her failure to cooperate with the Committee.

_____	_____
_____	_____
_____	_____
	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

111

VII

R. C. No. - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9681 be denied based upon his failure to accurately reveal all relevant convictions on his Taxicab Operator's license application, his record of violations related to the licensed activity and his failure to cooperate with the committee.

_____	_____
_____	_____
_____	_____
	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

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9674 be denied based upon his failure to accurately reveal all relevant convictions on his Taxicab Operator's license application, his record of violations related to the licensed activity and his failure to cooperate with the committee.

_____ 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

VII

R. C. No. - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #9676 be denied based upon her record of violations related to the licensed activity..

_____ 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

111

VII

R. C. No. - 12 - 13 . By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #9671 be denied based upon her failure to accurately reveal all relevant convictions on her Beverage Operator's license application, her record of violations related to the licensed activity, and her failure to cooperate with the committee.

_____	_____
_____	_____
_____	_____
	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

114

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9678 be denied based upon her failure to accurately reveal all relevant convictions on her Taxicab Operator's license application, her record of violations related to the licensed activity, and her failure to cooperate with the Committee.

_____ 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

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1

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9684 be granted contingent upon the application being corrected, and 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

III

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 132-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; is forwarding Beverage Operator's License #8945 to the Common Council with no recommendations.

_____ 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

114

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 132-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9691 be denied based upon her failure to accurately reveal all relevant convictions on her Taxicab Operator's License application and her record of violations related to the licensed activity.

_____	_____
_____	_____
_____	_____
	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

VIII

R. C. No. _____ - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 62-12-13 by Alderpersons Hammond, Carlson and Donohue establishing the monthly premium equivalent rates for the Medical Benefit Plan effective for January 2013 coverage; recommends that the Resolution be passed.

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

XIII

III

5.3

Res. No. 62 - 12 - 13. By Alderpersons Hammond, Carlson, and Donohue.
September 4, 2012.

A RESOLUTION establishing the monthly premium equivalent rates for the Medical Benefit Plan effective for January 2013 coverage.

RESOLVED: That the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to departments, employees and retirees not on Medicare shall be \$737 for a Single Plan and \$1,731.40 for a Family Plan effective for January 2013 coverage.

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 \$620.11 for a Single Plan and \$1,240.24 for a Family Plan effective for January 2013 coverage.

BE IT FURTHER RESOLVED: That the monthly premium equivalent for retirees Family Plan with one on Medicare and one not on Medicare shall be \$1,291 effective for January 2013 coverage.

*Finance
approve.*

[Signature]

[Signature]

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2010.

Dated _____ 2010. _____, City Clerk

Approved _____ 2010. _____, Mayor

III

20-11-19

VIII

R. C. No. _____ - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 72-12-13 by Ald. Hammond authorizing a transfer of appropriations in the 2012 Budget; recommends that the Resolution be passed.

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

IIIIV

Res. No. 72 12 - 13. By Alderperson Hammond.
September 17, 2012.

A RESOLUTION to authorize a transfer of appropriations in the 2012 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2012 Budget for the purposes of:

Establish estimated revenue and appropriation for Facilities Map software from Websoft Developers, Inc. which will facilitate databases into the City's digital map to create a usable Geographical Information System (GIS).

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Department of Public Works Contractor Services 10131100-521900	Information Systems Fund Software 70717100-642200	\$3,500
Streets & Alleys Contracted Services 10133140-521900		\$5,000
Streets & Alleys Construction Materials 10133140-530290		\$7,100
Park Department Contracted Services 10153000-521900		\$4,500
Wastewater Fund Sanitary Sewer Maintenance Contracted Services 60134110-521900		\$10,000

*Finance
approve*

III

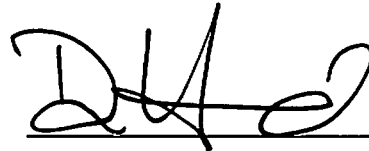
15.2

Sanitary Sewer Maintenance
Other Equipment
60134110-649100

\$4,500

Information Systems Fund
County Grant
70717100-431951

\$10,000



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

Dated _____ 20_____, City Clerk

Approved _____ 20_____, Mayor

VIII

R. C. No. _____ - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 49-12-13 by Alderpersons Hammond, Carlson and Donohue ordering the 2013 Budget appropriations for the City of Sheboygan Funds; recommends that the Resolution be passed.

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

IIIIV

II

5.7

Res. No. 49 12-13. By Alderpersons Hammond, Carlson and Donohue.
August 6, 2012

A RESOLUTION ordering the 2013 Budget appropriations for the City of Sheboygan funds.

RESOLVED: That the total appropriations be established as the 2013 Budget as follows:

REVENUE	Enterprise Funds	Internal Service Funds	Trust & Agency Funds
Public Charges for Services	\$ 7,709,207	\$ 4,509,427	\$ 31,000
Interest on Investments	109,480	113,391	9,500
Interfund Transfers	20,218		
Intergovernmental Revenue		8,048,674	
Miscellaneous Revenue	135,336	400	16,800
Operating Subsidy	2,660,795		
Licenses & Permits	38,566		
Special Assessments	195,040		
Fund Equity Applied	1,467,499	277,630	
TOTAL REVENUE	\$ 12,336,141	\$ 12,949,522	\$ 57,300
EXPENDITURES			
General Government		\$ 10,897,490	
Public Works	\$ 6,311,733	1,833,030	
Culture/Recreation	6,684		\$ 46,800
Conservation/Development	11,379		
Parking/Transit Utility	4,051,823		
Interfund Transfer	225,000		4,000
Debt Retirement	841,254		
Depreciation	888,268	125,000	
Equity Increase		94,002	6,500
TOTAL EXPENDITURES	\$ 12,336,141	\$ 12,949,522	\$ 57,300

*Yes over
to Nov 19th
Finance
approve*

BE IT FURTHER RESOLVED: That the appropriations shall be outlined in the following individual funds:

ENTERPRISE FUNDS

601	Wastewater System Fund	\$	8,125,877
611	Boat Facilities Fund	\$	107,378
650	Parking Utility Fund	\$	519,314
651	Transit Utility Fund	\$	3,583,572

INTERNAL SERVICE FUNDS

701	Motor Vehicle Fund	\$	1,958,030
704	Insurance-Health Fund	\$	9,112,868
705	Insurance-Liability Fund	\$	577,200
706	Insurance-Worker's Compensation Fund	\$	464,924
707	Information Systems Fund	\$	836,500

TRUST & AGENCY FUNDS

805	Cemetery Perpetual Care Fund	\$	10,500
806	E H May Environmental Park Fund	\$	34,000
850	Library - Everhard/Forrer Trust Fund	\$	12,800

DHJ

Donald J. Cole

Mylynn Howle

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____. Terry Van Allen, Mayor

VIII

R. C. No. _____ - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 50-12-13 by Alderpersons Hammond, Carlson and Donohue ordering the 2013 Budget appropriations and the 2012 Tax Levy for use during the calendar year 2013; recommends that the attached Substitute Resolution be passed.

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

IIIIV

III

5.6/

Sub of Res. No. 50 12-13. By Alderpersons Hammond, Roeseler, Carlson and Donohue. October 1, 2012

A RESOLUTION ordering the 2013 Budget appropriations and the 2012 Tax Levy for use during the calendar year 2013.

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 2012 assessment roll, the amount of \$15,608,756 for the General Fund, the amount of \$2,377,053 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 \$21,384,245.

REVENUE	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Transit Utility Fund	Total
City Tax Levy	\$ 15,608,756	\$ 2,377,053	\$ 2,886,889	\$ -	\$ 511,547	\$ 21,384,245
Taxes (Other than Property)	1,106,800	895,870	3,084,932	-	-	5,087,602
Licenses & Permits	629,627	467,066	-	-	-	1,096,693
Intergovernmental Revenue	14,454,609	729,654	25,527	-	-	15,209,790
Charges for Services	1,161,300	1,919,763	-	-	-	3,081,063
Special Assessments	-	331,000	-	-	-	331,000
Fines & Forfeits	284,100	897,293	-	-	-	1,181,393
Interest on Investments	255,000	25,000	32,476	-	-	312,476
Miscellaneous Revenue	113,936	31,000	871,082	2,400	-	1,018,418
Other Financing Sources	1,451,270	-	1,376,221	2,700,000	-	5,527,491
Sub-Total	35,065,398	7,673,699	8,277,127	2,702,400	511,547	54,230,171
Fund Equity Applied	-	458,315	4,036	9,119	-	471,470
TOTAL REVENUE	\$ 35,065,398	\$ 8,132,014	\$ 8,281,163	\$ 2,711,519	\$ 511,547	\$ 54,701,641

EXPENDITURES

General Government	\$ 4,514,299	\$ 556,582	\$ 1,050	\$ -	\$ -	\$ 5,071,931
Public Protection/Safety	20,512,020	629,051	-	-	-	21,141,071
Public Works	7,133,153	828,625	-	-	-	7,961,778
Health and Human Services	301,214	-	-	-	-	301,214
Culture/Recreation	2,335,656	3,769,907	-	-	-	6,105,563
Conservation/Development	246,996	10,500	-	-	-	257,496
Capital Outlay	-	-	-	2,700,000	-	2,700,000

Debt Expense	15,000		7,553,148	-	-	7,568,148
Interfund Transfers	7,060	2,329,005	146,184	11,519	-	2,493,768
Transit Utility	-		-	-	511,547	511,547
Fund Balances Applied	-	8,344	580,781	-	-	589,125
TOTAL EXPENDITURES	\$ 35,065,398	\$ 8,132,014	\$ 8,281,163	\$ 2,711,519	\$ 511,547	\$ 54,701,641

BE IT FURTHER RESOLVED: That the tax so levied shall be outlined in the following appropriations:

Org Code	Department Name	Appropriation
10110100	Council	\$ 112,389
10110200	Mayor	421,899
10110300	City Clerk	384,098
10110400	Elections	106,175
10110500	Finance	894,943
10110600	Assessor	420,186
10110800	Human Resources	244,476
10110900	City Attorney	434,069
10111010	City Insurance	276,940
10111210	City Buildings	870,913
10111310	Board of Review	2,300
10119990	Employee Benefits	<u>345,911</u>
	Total General Government	4,514,299
10121100	Police	12,388,310
10122100	Fire	7,614,999
10123100	Building Inspection	494,393
10124100	Emergency Operations	1,875
10125100	Civil Defense	<u>12,443</u>
	Total Public Protection/Safety	20,512,020
10131100	Public Works Administration	264,165
10132100	Engineering	500,413
10133000	Streets Department	3,904,363

10134000	Sanitation	2,415,462
10135100	Incinerator	19,000
10137100	Boat Facilities	<u>29,750</u>
	Total Public Works	7,133,153
10143100	Cemetery	<u>301,214</u>
	Total Human Services	301,214
10153100	Park Department	2,139,424
10150500	Celebrations	10,267
10156100	Senior Citizens Center	<u>185,965</u>
	Total Culture/Recreation	2,335,656
10161100	City Development	<u>246,996</u>
	Total Conservation/Development	246,996
10181600	Intergovernmental Transfer	<u>7,060</u>
	Total Intergovernmental Transfers	7,060
10199200	Uncollectible Receivables Accounts	<u>15,000</u>
	Total Miscellaneous	15,000
	General Fund Total	<u>\$ 35,065,398</u>
	Special Revenue Funds	
	Police MEG Unit Fund	\$ 57,246
	Mead Library Fund	3,208,224
	Tourism Promotion Fund	885,370
	Cable TV Franchise Fund	480,716
	Municipal Court Fund	901,293
	Ambulance Fund	975,000
	Special Assessment Fund	593,670
	Harbor Centre Marina Fund	1,019,995
	Redevelopment Authority Fund	10,500
	Debt Service Funds	
	General Obligation Bonds Fund	4,762,687

TID VI Debt Service Fund	1,867,713
TID V Debt Service Fund	2,668
TID VII Debt Service Fund	157,433
TID X Debt Service Fund	277,166
TID XI Debt Service Fund	510,735
TID XII Debt Service Fund	203,309
TID XIII Debt Service Fund	340,032
Environmental TID Debt Service Fund	159,420
Capital Project Funds	
Industrial Park Fund	11,519
Capital Improvements Fund	2,700,000
Transit Utility Fund	<u>511,547</u>
	<u>\$ 54,701,641</u>

BE IT FURTHER RESOLVED: That the City Tax Levy of \$21,384,245 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.

Signature page of Subs. of Res. No. 50-12-13 by Alderpersons Hammond, Carlson, Roeseler and Donohue.

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

5.6.

Res. No. 50 12-13. By Alderpersons Hammond, Carlson and Donohue. August 6, 2012

A RESOLUTION ordering the 2013 Budget appropriations and the 2012 Tax Levy for use during the calendar year 2013.

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 2012 assessment roll, the amount of \$15,608,756 for the General Fund, the amount of \$2,377,053 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 \$21,384,245.

REVENUE	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Transit Utility Fund	Total
City Tax Levy	\$ 15,608,756	\$ 2,377,053	\$ 2,886,889	\$ -	\$ 511,547	\$ 21,384,245
Taxes (Other than Property)	1,106,800	895,870	3,084,932	-	-	5,087,602
Licenses & Permits	599,627	467,066	-	-	-	1,066,693
Intergovernmental Revenue	14,482,327	729,654	25,527	-	-	15,237,508
Charges for Services	1,147,800	1,919,763	-	-	-	3,067,563
Special Assessments	-	331,000	-	-	-	331,000
Fines & Forfeits	284,100	897,293	-	-	-	1,181,393
Interest on Investments	255,000	25,000	32,476	-	-	312,476
Miscellaneous Revenue	114,936	31,000	871,082	2,400	-	1,019,418
Other Financing Sources	1,451,270	-	1,376,221	2,700,000	-	5,527,491
Sub-Total	35,050,616	7,673,699	8,277,127	2,702,400	511,547	54,215,389
Fund Equity Applied	-	458,315	4,036	9,119	-	471,470
TOTAL REVENUE	\$ 35,050,616	\$ 8,132,014	\$ 8,281,163	\$ 2,711,519	\$ 511,547	\$ 54,686,859

EXPENDITURES

General Government	\$ 4,744,418	\$ 556,582	\$ 1,050	\$ -	\$ -	\$ 5,302,050
Public Protection/Safety	20,287,635	629,051	-	-	-	20,916,686
Public Works	7,130,545	828,625	-	-	-	7,959,170
Health and Human Services	299,840	-	-	-	-	299,840
Culture/Recreation	2,321,719	3,769,907	-	-	-	6,091,626

*See over to
Nov 19th Finance*

Conservation/Development	244,399	10,500	-	-	-	254,899
Capital Outlay	-		-	2,700,000	-	2,700,000
Debt Expense	15,000		7,553,148	-	-	7,568,148
Interfund Transfers	7,060	2,329,005	146,184	11,519	-	2,493,768
Transit Utility	-		-	-	511,547	511,547
Fund Balances Applied	-	8,344	580,781	-	-	589,125
TOTAL EXPENDITURES	\$ 35,050,616	\$ 8,132,014	\$ 8,281,163	\$ 2,711,519	\$ 511,547	\$ 54,686,859

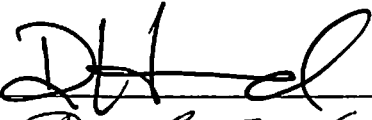
BE IT FURTHER RESOLVED: That the tax so levied shall be outlined in the following appropriations:

Org Code	Department Name	Appropriation
10110100	Council	\$ 112,389
10110200	Mayor	426,836
10110300	City Clerk	383,508
10110400	Elections	106,062
10110500	Finance	892,554
10110600	Assessor	419,846
10110800	Human Resources	240,365
10110900	City Attorney	433,170
10111010	City Insurance	276,940
10111210	City Buildings	894,537
10111310	Board of Review	2,300
10119990	Employee Benefits	<u>555,911</u>
	Total General Government	4,744,418
10121100	Police	12,271,488
10122100	Fire	7,540,719
10123100	Building Inspection	461,143
10124100	Emergency Operations	1,875
10125100	Civil Defense	<u>12,410</u>
	Total Public Protection/Safety	20,287,635

10131100	Public Works Administration	263,390
10132100	Engineering	498,717
10133000	Streets Department	3,896,555
10134000	Sanitation	2,411,171
10135100	Incinerator	19,000
10137100	Boat Facilities	<u>41,712</u>
	Total Public Works	7,130,545
10143100	Cemetery	<u>299,840</u>
	Total Human Services	299,840
10153100	Park Department	2,125,994
10150500	Celebrations	10,245
10156100	Senior Citizens Center	<u>185,480</u>
	Total Culture/Recreation	2,321,719
10161100	City Development	<u>244,399</u>
	Total Conservation/Development	244,399
10181600	Intergovernmental Transfer	<u>7,060</u>
	Total Intergovernmental Transfers	7,060
10199200	Uncollectible Receivables Accounts	<u>15,000</u>
	Total Miscellaneous	15,000
	General Fund Total	<u>\$ 35,050,616</u>
	Special Revenue Funds	
	Police MEG Unit Fund	\$ 57,246
	Mead Library Fund	3,208,224
	Tourism Promotion Fund	885,370
	Cable TV Franchise Fund	480,716
	Municipal Court Fund	901,293

Ambulance Fund	975,000
Special Assessment Fund	593,670
Harbor Centre Marina Fund	1,019,995
Redevelopment Authority Fund	10,500
Debt Service Funds	
General Obligation Bonds Fund	4,762,687
TID VI Debt Service Fund	1,867,713
TID V Debt Service Fund	2,668
TID VII Debt Service Fund	157,433
TID X Debt Service Fund	277,166
TID XI Debt Service Fund	510,735
TID XII Debt Service Fund	203,309
TID XIII Debt Service Fund	340,032
Environmental TID Debt Service Fund	159,420
Capital Project Funds	
Industrial Park Fund	11,519
Capital Improvements Fund	2,700,000
Transit Utility Fund	<u>511,547</u>
	<u>\$ 54,686,859</u>

BE IT FURTHER RESOLVED: That the City Tax Levy of \$21,384,245 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.



Doug P. Ahn

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

Gen. Ord. No. - 12 - 13 . By Alderpersons Hammond and Lessard.
October 1, 2012.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3711 S. Taylor Dr. (Wal-Mart Outlot) from SI Suburban Industrial to SC Suburban Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from SI Suburban Industrial to SC Suburban Commercial Classification:

Proposed Lot 1 (QDoba Parcel) Legal Description

A parcel of land being part of the Northwest $\frac{1}{4}$ of Section 4, Town 14 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner said Northwest $\frac{1}{4}$; thence South $89^{\circ}45'00''$ E, 1174.64 feet along the north line of said $\frac{1}{4}$ Section; thence S $0^{\circ}40'12''$ W, 100.01 feet to the southerly line of Washington Avenue Frontage Road and the point of beginning; thence south $89^{\circ}45'00''$ east, 0.44 feet along said southerly line to the beginning of a 170.00 foot radius curve to the right, whose chord bears south $66^{\circ}09'33''$ east, 136.07 feet; thence southeasterly, 139.99 feet along the arc of said curve; thence south $42^{\circ}34'06''$ east, 67.97 feet to a point of curvature; thence southerly 18.16 along the arc of a curve whose radius lies 27.83 feet to the northwest and whose chord bears S $20^{\circ}35'29''$ W, 17.88 feet to a point of curvature; thence southerly 128.22 feet along the arc of a curve whose radius lies 189.86 feet to the southeast and whose chord bears S $19^{\circ}34'45''$ W, 125.79 feet; thence S $00^{\circ}13'58''$ E, 99.21 feet; thence N $89^{\circ}45'00''$ W, 126.00 feet; thence N $00^{\circ}40'12''$ E, 339.00 feet to the point of beginning.

Containing 43,846 Square Feet

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Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

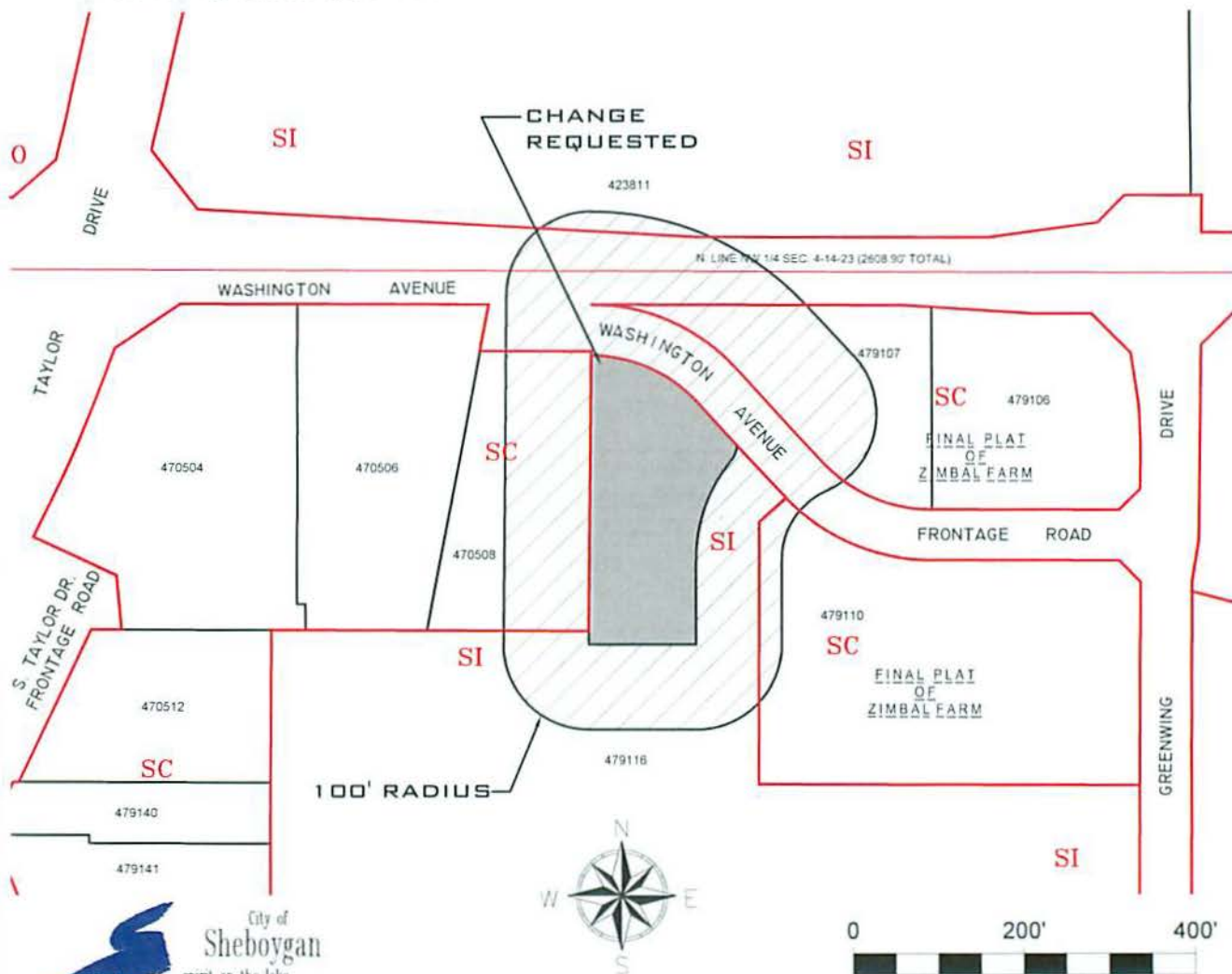
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE FOR QDOBA SUBURBAN INDUSTRIAL TO SUBURBAN COMMERCIAL SECTION 4, T. 14 N., R. 23 E.

A parcel of land being part of the Northwest ¼ of Section 4, Town 14 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner said Northwest ¼; thence South 89°45'00" E, 1174.64 feet along the north line of said ¼ Section; thence S 0°40'12" W, 100.01 feet to the southerly line of Washington Avenue Frontage Road and the point of beginning; thence south 89°45'00" east, 0.44 feet along said southerly line to the beginning of a 170.00 foot radius curve to the right, whose chord bears south 66°09'33" east, 136.07 feet; thence southeasterly, 139.99 feet along the arc of said curve; thence south 42°34'06" east, 67.97 feet to a point of curvature; thence southerly 18.16 along the arc of a curve whose radius lies 27.83 feet to the northwest and whose chord bears S 20°35'29" W, 17.88 feet to a point of curvature; thence southerly 128.22 feet along the arc of a curve whose radius lies 189.86 feet to the southeast and whose chord bears S 19°34'45" W, 125.79 feet; thence S 00°13'58" E, 99.21 feet; thence N 89°45'00" W, 126.00 feet; thence N 00°40'12" E, 339.00 feet to the point of beginning.
Containing 43,846 Square Feet



X

Gen. Ord. No. _____ - 12 - 13. By Alderperson Heidemann. October 1, 2012.

AN ORDINANCE relating to mid-block crosswalks so as to add a mid-block crosswalk on Crocker Avenue, east of Taylor Drive:

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

A mid-block crosswalk shall be created on Crocker Avenue 140 feet east of the east curb line of S. Taylor Drive, to 146 feet east of the east curb line of S. Taylor Drive.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

I HEREBY CERTIFY that the foregoing 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

~~1~~

Gen. Ord. No. - 12 - 13 . By Alderperson Carlson. October 1, 2012.

AN ORDINANCE re-establishing the salary schedule for the office of Mayor.

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

Section 1. The following salary schedule is hereby established for the office of Mayor, effective the third Tuesday in April each year:

<u>Year</u>	<u>Annual Salary</u>
2013	\$25,000
2014	\$25,625
2015	\$26,266
2016	\$26,922

Section 2. The Mayor's position is not subject to Gen. Ord. No. 93-07-08, Sec. 2. relating to engaging in any outside business activities during normal City Hall office hours.

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 upon its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 12 - 13. By Alderpersons Kath and Lewandoske.
October 1, 2012.

AN ORDINANCE amending Subs of Gen. Ord. No. 43-11-12 granting an encroachment to Joseph E. and Kathleen E. Jantz, their heirs and assigns, so as to correct the amount of square footage contained within the encroachment area.

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

Section 1. Subs of Gen. Ord. No. 43-11-12, adopted December 5, 2011, being Document No. 1939154 recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on February 10, 2012, granting Joseph E. and Kathleen E. Jantz, their heirs and assigns, the privilege of encroaching upon described portions of Wisconsin Avenue located at N. 14th Street and Wisconsin Ave. in the City of Sheboygan for the purpose of paving a parking lot (810 N. 14th St.) is hereby amended in the last paragraph of Section 1 thereof so as to correct the square footage contained within the area encroached upon to read as follows:

"Said parcel contains 911 square feet, in accordance with the sketch attached hereto and made a part hereof."

Section 2. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs to be charged to the General Fund.

Section 3. This ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

COMMON COUNCIL

Official Proceedings of the 2012 - 2013 Common Council of the City of Sheboygan.

THIRTEENTH REGULAR MEETING

The Council met: Monday, October 1, 2012.

Mayor Terry Van Akkeren in the Chair:

On call of the roll, the following Alderpersons were present:

Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Absent and Excused: Lewandoske • 1.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Twelfth Regular Meeting held September 17, 2012, was approved as entered on the record, all Alderpersons present voting "Aye".

RESIGNATION

September 17, 2012

Mayor Van Akkeren,

I regret to inform you that I will need to resign from the Redevelopment Authority Board. My wife and I will be moving to Town Sheboygan, therefore, I will not be eligible to continue serving on a city committee. I have learned a lot in my capacity, and hope to have made a difference for the City of Sheboygan.

Sincerely,

Mark J Miller

On motion by Alderperson Hammond and second by Alderperson Carlson, the Resignation was accepted and placed on file on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

PUBLIC FORUM

Jon Dolson, 409 New York Ave., Jean Kittelson, 1716 Illinois Ave., Mike Brunette, 1925 S. 26th St. and Bill Wangemann, 1223 S. 23rd St. spoke.

On motion by Alderperson Hammond and second by Alderperson Carlson, the following documents notated with an asterick (*) were accepted and placed on file, accepted and adopted, or passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

REPORTS OF OFFICERS

***R. O. No. 144 - 12 - 13. By CITY CLERK. October 1, 2012.**

Submitting various license applications.

SECOND HAND ARTICLE (December 31, 2012)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2932	Recool	1410 N. 29 th St.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>
8393	Strukel, Frank K.

***R. O. No. 145 - 12 - 13. By CHIEF ADMINISTRATIVE OFFICER. October 1, 2012.**

Submitting, as a matter of record, the 2013 Amended Budget Schedule.

R. O. No. 146 - 12 - 13. By CITY PLAN COMMISSION. October 1, 2012.

Your Commission to whom was referred Gen. Ord. No. 30-12-13 and R.O. No. 138-12-13 amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of property located at 2013 S 13th Street from Class NR Neighborhood Residential to Class NC Neighborhood Commercial; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 25, 2012, and after due consideration; recommends approval of the Ordinance and to file the Report of Officer.

Lies over under the rules.

R. O. No. 147 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting an application for amendment of the Official Zoning Map from PH Sheboygan LLC for property located at 3711 S. Taylor Dr. (Wal-Mart Outlot).

Was referred to the City Plan Commission.

R. O. No. 148 - 12 - 13. BOARD OF WATER COMMISSIONERS. October 1, 2012.

Submitting, as a matter of record, in accordance with the Finance Committee request dated March 1, 1991, the Sheboygan Water Utility's Budget for the year 2013.

Was referred to the Committee on Finance.

R. O. No. 149 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting a Summons and Complaint in the matter of Wisconsin Housing and Economic Development Authority vs. Angela Puddy et al.

Was referred to the Committee on Finance.

R. O. No. 150 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting a claim from Kenneth L. Schilling for alleged damage done to the water service line where work was done on the 1000 block of Ontario Ave.

Was referred to the Committee on Finance.

R. O. No. 151 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014.

Was referred to the Committee on Law and Licensing.

R. O. No. 152 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting a communication from Rogelio Mata requesting a waiver from the Sex Offender Residency restrictions in order to live at 1309A Pennsylvania Ave.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 153 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting a communication from Charcoal Inn North, Inc., requesting that parking restrictions be added to the south side of Geele Ave. between Charcoal Inn North and east to the railroad tracks and requesting a one hour limit in this location.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 154 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting a communication from Jim Klunck expressing concerns regarding the intersection at S. 18th St. and Humboldt Ave. and is requesting that lights be placed at that intersection as there is so much activity.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 155 - 12 - 13. By PURCHASING AGENT. October 1, 2012.

Submitting a report relative to the purchase of an Automated License Plate Recognition System, including installation and training for the Sheboygan Police Dept.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 156 - 12 - 13. By BUILDING INSPECTION. October 1, 2012.

We hereby submit the report of the Building Inspection Department for the month of April 2012, May 2012, June 2012, July 2012 and August 2012.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 157 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting a communication from Brian Johnston requesting a waiver from the Sex Offender Residency restrictions in order to live at 1917 N. 5th St.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 158 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting a communication from Sheboygan Outboard Club requesting permission from the City to replace the existing (approximately) 200' long bulkhead along its property at 732 N. Water St. on the east side (north bank) of the Sheboygan River.

Was referred to the Committee on Public Works.

R. O. No. 159 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting a communication from Jack Wirtz, President of Sheboygan County Taxpayers Alliance, strongly recommending that something be done to establish the duties of the City Administrator and of the Mayor. The conflicts that exist now are not conducive to smooth and efficient city government.

Was referred to the Committee on Salaries and Grievances.

R. O. No. 160 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting the current Job Description of the Chief Administrative Officer.

Was referred to the Committee on Salaries and Grievances.

R. O. No. 161 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting a communication from the Sustainable Sheboygan Task Force, Jeanne Kliejunas Secretary, requesting that the Common Council call a Committee of the Whole meeting to receive a presentation from Arch Electric on a proposed solar energy project for city buildings.

Was referred to the Committee of the Whole.

RESOLUTIONS INTRODUCED

***Res. No. 74 - 12 - 13. By Alderpersons Hammond and Lessard. October 1, 2012.**

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 3711 S. Taylor Dr. (Wal-Mart Outlot).

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

**NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE**

Notice is hereby given that a public hearing will be held at 7:00 P.M., November 5, 2012, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class SI Suburban Industrial to Class SC Suburban Commercial Classification:

Proposed Lot 1 (QDoba Parcel) Legal Description

A parcel of land being part of the Northwest ¼ of Section 4, Town 14 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner said Northwest ¼; thence South 89°45'00" E, 1174.64 feet along the north line of said ¼ Section; thence S 0°40'12" W, 100.01 feet to the southerly line of Washington Avenue Frontage Road and the point of beginning; thence south 89°45'00" east, 0.44 feet along said southerly line to the beginning of a 170.00 foot radius curve to the right, whose chord bears south 66°09'33" east, 136.07 feet; thence southeasterly, 139.99 feet along the arc of said curve; thence south 42°34'06" east, 67.97 feet to a point of curvature; thence southerly 18.16 along the arc of a curve whose radius lies 27.83 feet to the northwest and whose chord bears S 20°35'29" W, 17.88 feet to a point of curvature; thence southerly 128.22 feet along the arc of a curve whose radius lies 189.86 feet to the southeast and whose

chord bears S 19°34'45" W, 125.79 feet; thence S 00°13'58" E, 99.21 feet; thence N 89°45'00" W, 126.00 feet; thence N 00°40'12" E, 339.00 feet to the point of beginning.

Containing 43,846 Square Feet

***Res. No. 75 - 12 - 13. By Alderperson Hammond. October 1, 2012.**

A RESOLUTION authorizing entering into the amended Third Modification to the Project Agreement for Design and Dredging within the Sheboygan River Area of Concern.

RESOLVED: That the Mayor is hereby authorized to execute the amended Third Modification to the Project Agreement for Design and Dredging between the U.S. EPA and the Wisconsin DNR, the City of Sheboygan, the County of Sheboygan, Pollution Risk Services and the Wisconsin Public Service Corporation, in form substantially similar to the attached.

October 1, 2012

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

Res. No. 76 - 12 - 13. By Alderperson Hammond. October 1, 2012.

A RESOLUTION approving the sale of certain Redevelopment Authority property.
Lies over under the rules.

Res. No. 77 - 12 - 13. By Alderperson Heidemann. October 1, 2012.

A RESOLUTION amending Res. No. 35-12-13 by Alderperson Heidemann passed on July 16, 2012, authorizing the appropriate City Officials to execute a contract between the City of Sheboygan and Moss & Associates, LLC, in the amount of **\$24,450** for the right-of-way acquisition for the Eisner Ave. reconstruction project.
Lies over under the rules.

Res. No. 78 - 12 - 13. By Alderperson Hammond. October 1, 2012.

A RESOLUTION establishing a policy for fund balances for the Self-Insured Health Insurance Fund and the Self-Insured Worker's Compensation Fund.
Was referred to the Committee on Finance.

Res. No. 79 - 12 - 13. By Alderperson Hammond. October 1, 2012.

A RESOLUTION approving the revised Guidelines for the Community Development Block Grant (CDBG) Historic Preservation Program.
Was referred to the Committee on Finance.

Res. No. 80 - 12 - 13. By Alderperson Van Akkeren. October 1, 2012.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a complete mobile law enforcement Automated License Plate Recognition System (ALPRS) including installation and training.
Was referred to the Committee on Public Protection and Safety.

Res. No. 81 - 12 - 13. By Alderperson Heidemann. October 1, 2012.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Miller & Associates of Sauk Prairie for the purposes of supplying and installing new playground equipment at Vollrath Park and Charles Voigt Park.
Was referred to the Committee on Public Works.

Res. No. 82 - 12 - 13. By Alderperson Belanger. October 1, 2012.

A RESOLUTION approving the private contracting of garbage collection for the City of Sheboygan.
Was referred to the Strategic Fiscal Planning Commission.

REPORTS OF COMMITTEES

***R. C. No. 190 - 12 - 13. By FINANCE. October 1, 2012.**

Your Committee to whom was referred R. C. No. 187-12-13 by Finance and Com. No. 8-12-13 from Alderperson Belanger questioning whether the City of Sheboygan continue to provide garbage collection service or should we explore the opportunity to privatize this service; recommends that the documents be placed on file.

***R. C. No. 191 - 12 - 13. By STRATEGIC FISCAL PLANNING. October 1, 2012.**

Your Committee to whom was referred R. C. No. 186-12-13 to whom was referred R. O. No. 63-12-13 by Public Works submitting Com. No. 8-12-13 from Alderperson Belanger questioning whether the City of Sheboygan continue to provide garbage collection service or should we explore the opportunity to privatize this service; recommends that the documents be placed on file.

***R. C. No. 192 - 12 - 13. By FINANCE. October 1, 2012.**

Your Committee to whom was referred R. C. No. 188-12-13 by Strategic Fiscal Planning to whom was referred R. O. No. 123-12-13 by the Mayor Van Akkeren pursuant to Sec. 2-904 and 2-905 of the Municipal Code, the Mayor is submitting to the Common Council an Executive Budget presenting a financial plan for conducting the affairs of the City for the ensuing fiscal year; recommends that the documents be accepted and placed on file.

***R. C. No. 193 - 12 - 13. By FINANCE. October 1, 2012.**

Your Committee to whom was referred R. O. No. 131-12-13 by the Mayor requesting that the two resolutions (Res. No. 49-12-13 by Alderperson Hammond) ordering the 2013 Budget appropriations and the 2012 Tax Levy for use during the calendar year 2013 and (Res. No. 50-12-13 by Alderperson Hammond) ordering the 2013 Budget appropriations for the City of Sheboygan funds submitted to the Common Council on August 6th along with the Mayor's Executive Budget submitted to the Common Council on August 20th and the Resolution that is coming out of Finance Committee recommending establishing the monthly premium equivalent; recommends that R. O. No. 131-12-13 be accepted and placed on file.

***R. C. No. 194 - 12 - 13. By SALARIES AND GRIEVANCES. October 1, 2012.**

Your Committee to whom was referred R. O. No. 135-12-13 by the City Clerk submitting a communication from Mary Burkard regarding an issue about her seniority with the City of Sheboygan and the most recent assignment of a full-time 1st shift opening in dispatch at the Police Department; recommends that the document be placed on file.

***R. C. No. 195 - 12 - 13. By FINANCE. October 1, 2012.**

Your Committee to whom was referred R. O. No. 140-12-13 by the Development Manager submitting a request from the Sheboygan County Chamber of Commerce for Room Tax Profit and Loss and related documents; recommends that the document be accepted and placed on file and to approve the request.

***R. C. No. 196 - 12 - 13. By FINANCE. October 1, 2012.**

Your Committee met and discussed the 2013 Budget amendments and recommends approval of the attached amendments to Revenue and Expenses.

R. C. No. 197 - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9672 be denied based upon her failure to accurately reveal all relevant convictions on her Taxicab Operator's license application, her record of violations related to the licensed activity, and her failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichuk, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichuk, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 198 - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9675 be denied based upon her failure to accurately reveal all relevant convictions on her Taxicab Operator's license application, her record of violations related to the licensed activity, and her failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichuk, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichuk, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 199 - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9681 be denied based upon his failure to accurately reveal all relevant convictions on his Taxicab Operator's license application, his record of violations related to the licensed activity and his failure to cooperate with the committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichuk, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichuk, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 200 - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9674 be denied

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based upon his failure to accurately reveal all relevant convictions on his Taxicab Operator's license application, his record of violations related to the licensed activity and his failure to cooperate with the committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichuk, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichuk, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 201 - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #9676 be denied based upon her record of violations related to the licensed activity..

On motion by Alderperson VanderWeele and second by Alderperson Matichuk, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichuk, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 202 - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #9671 be denied based upon her failure to accurately reveal all relevant convictions on her Beverage Operator's license application, her record of violations related to the licensed activity, and her failure to cooperate with the committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichuk, the Report of Committee was referred to the Committee of Law and Licensing.

R. C. No. 203 - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9678 be denied based upon her failure to accurately reveal all relevant convictions on her Taxicab Operator's license application, her record of violations related to the licensed activity, and her failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichuk, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichuk, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 204 - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 117-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9684 be granted contingent upon the application being corrected, and with a warning to include all violations on future applications.

On motion by Alderperson VanderWeele and second by Alderperson Matichuk, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichuk, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

***R. C. No. 205 - 12 - 13. By LAW AND LICENSING. October 1, 2012.**

Your Committee to whom was referred R. O. No. 132-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; 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 (June 30, 2014)

No. Name

5062 Rountree, Lisa M.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

***R. C. No. 206 - 12 - 13. By LAW AND LICENSING. October 1, 2012.**

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Your Committee to whom was referred R. O. No. 132-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name
9690	Schlenther, Kris A.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

R. C. No. 207 - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 132-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; is forwarding Beverage Operator's License #8945 to the Common Council with no recommendations.

On motion by Alderperson VanderWeele and second by Alderperson Matichuk, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichuk, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 208 - 12 - 13. By LAW AND LICENSING. October 1, 2012.

Your Committee to whom was referred R. O. No. 132-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9691 be denied based upon her failure to accurately reveal all relevant convictions on her Taxicab Operator's License application and her record of violations related to the licensed activity.

On motion by Alderperson VanderWeele and second by Alderperson Matichuk, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichuk, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

***R. C. No. 209 - 12 - 13. By LAW AND LICENSING. October 1, 2012.**

Your Committee to whom was referred R. O. No. 141-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:

"CLASS A" LIQUOR LICENSE (June 30, 2013)

No.	Name	Address
2929	Aldi's #94	919 S. Taylor Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name
9720	Campbell, Amanda L.
9712	Cavanaugh, Jerica E.
9713	Dalhoff, Christopher M.
9716	Darrah, Leah C.
9705	Doebert, Gerald W.
5608	Dolfin, Janell L.
9706	Dolson, Bailey E.
7679	Dolson, Carmen S.
9718	Holloman, Amber N.
6560	Jankowski, Rebecca A.
8475	Lensink, Amanda L.
3731	Reinke, Steven G.
9709	Scheibl, Stacy J.
9721	Schuetz, Thomas F.
7259	Schutty, Joan L.
1508	Tershner, Jenny A.
9715	Weary, Takeelah M.
9708	Weber, Rachael M.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name
6843	Bell, Jeffrey
9711	Faulkner, Casey L.

9714 Gering, Kevin W.
7292 Gering, Roger E.
9506 Trevino, Rebecca R.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

***R. C. No. 210 - 12 - 13. By LAW AND LICENSING. October 1, 2012.**

Your Committee to whom was referred R. C. No. 189-12-13 by the City Clerk, submitting license application for the period ending June 30, 2013 and June 30, 2014; recommends that the Taxicab Operator's License #9660 be granted contingent on the application being corrected and a warning to include all future violations.

***R. C. No. 211 - 12 - 13. By LAW AND LICENSING. October 1, 2012.**

Your Committee to whom was referred G. O. No. 20-12-13 by Alderperson Matichuk, amending Section 130-59 of the Municipal Code entitled "Regulations" so as to add a new subsection (d) thereof relating to required vehicle markings for taxicabs; recommends that the Ordinance be filed.

R. C. No. 212 - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 62-12-13 by Alderpersons Hammond, Carlson and Donohue establishing the monthly premium equivalent rates for the Medical Benefit Plan effective for January 2013 coverage; recommends that the Resolution be passed.

Was accepted and adopted.

R. C. No. 213 - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 71-12-13 by Alderperson Hammond authorizing execution of a quit claim deed on the property at 705 Riverfront Dr. from the City of Sheboygan to the Redevelopment Authority; recommends that the Resolution be passed. The floor was open for Roberta Filicky-Peneski to speak.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Report of Committee was accepted and adopted and the Resolution lost on call of the roll:

Ayes: Carlson, Hammond, Kath, Lessard, Van Akkeren, Vander Weele • 6.

Nays: Belanger, Bohren, Dekker, Donohue, Heidemann, Matichuk, Roeseler, Versey, Wangemann • 9.

R. C. No. 214 - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 72-12-13 by Ald. Hammond authorizing a transfer of appropriations in the 2012 Budget; recommends that the Resolution be passed.

Was accepted and adopted.

***R. C. No. 215 - 12 - 13. By PUBLIC WORKS. October 1, 2012.**

Your Committee to whom was referred Res. No. 73-12-13 by Alderperson Heidemann authorizing signing easements for a mini-storm sewer to be constructed in portions of their property; recommends that the Resolution be passed.

R. C. No. 216 - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 49-12-13 by Alderpersons Hammond, Carlson and Donohue ordering the 2013 Budget appropriations for the City of Sheboygan Funds; recommends that the Resolution be passed.

Lies over under the rules to November 19th.

R. C. No. 217 - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 50-12-13 by Alderpersons Hammond, Carlson and Donohue ordering the 2013 Budget appropriations and the 2012 Tax Levy for use during the calendar year 2013; recommends that the attached Substitute Resolution be passed.

Lies over under the rules to November 19th.

***R. C. No. 218 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.**

Your Committee to whom was referred Gen. Ord. No. 24-12-13 by Alderperson Van Akkeren repealing Gen. Ord. No. 66-07-08 so as to rescind the parking restrictions from 8 a.m. to 4 p.m. on the north side of Martin Ave. between N. 15th St. and N. 17th St.; recommends that the Ordinance be passed.

***R. C. No. 219 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.**

October 1, 2012

Your Committee to whom was referred Gen. Ord. No. 25-12-13 by Alderperson Van Akkeren repealing Gen. Ord. No. 51-06-07 regarding creating a 2 hour parking limit and creating an ordinance to have no parking on the east side of N. 18th St. from Superior Ave. to the North Kohler Memorial Dr. Frontage Road; recommends that the Ordinance be passed.

***R. C. No. 220 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.**

Your Committee to whom was referred Gen. Ord. No. 26-12-13 by Alderperson Van Akkeren relating to no parking on the west side of N. 18th St. between Superior Ave. and N. Kohler Memorial Dr. Frontage Rd.; recommends that the Ordinance be passed.

***R. C. No. 221 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.**

Your Committee to whom was referred Gen. Ord. No. 27-12-13 by Alderperson Van Akkeren restricting parking on the north side of Virginia Ave. between S. Water St. and S. 8th St.; recommends that the Ordinance be passed.

***R. C. No. 222 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.**

Your Committee to whom was referred Gen. Ord. No. 28-12-13 by Alderperson Van Akkeren placing stop signs at the southwest and northeast corners of S. 26th St. and Pennsylvania Ave.; recommends that the Ordinance be passed.

***R. C. No. 223 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. October 1, 2012.**

Your Committee to whom was referred Gen. Ord. No. 29-12-13 by Alderperson Van Akkeren placing a stop sign at the southeast corner of N. 18th St. and Martin Ave.; recommends that the Ordinance be passed.

RESOLUTIONS ON SECOND READING

Res. No. 62 - 12 - 13. By Alderpersons Hammond, Carlson, and Donohue. September 4, 2012.

A RESOLUTION establishing the monthly premium equivalent rates for the Medical Benefit Plan effective for January 2013 coverage.

RESOLVED: That the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to departments, employees and retirees not on Medicare shall be \$737 for a Single Plan and \$1,731.40 for a Family Plan effective for January 2013 coverage.

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 \$620.11 for a Single Plan and \$1,240.24 for a Family Plan effective for January 2013 coverage.

BE IT FURTHER RESOLVED: That the monthly premium equivalent for retirees Family Plan with one on Medicare and one not on Medicare shall be \$1,291 effective for January 2013 coverage.

A motion was made by Alderperson Hammond and second by Alderperson Carlson to pass the Resolution.

Before action was taken thereon, a motion was made by Alderperson Roeseler and second by Alderperson Van Akkeren to re-refer the Resolution to the Committee on Finance, lost on call of the roll:

Ayes: Dekker, Matichuk, Roeseler, Van Akkeren • 4.

Nays: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, VanderWeele, Versey, Wangemann • 11.

A motion was made by Alderperson Hammond and second by Alderperson Carlson, the Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath Lessard, Lewandoske, Roeseler, VanderWeele, Versey, Wangemann • 13.

Nays: Matichuk, Van Akkeren • 2.

Res. No. 72 - 12 - 13. By Alderperson Hammond. September 17, 2012.

A RESOLUTION to authorize a transfer of appropriations in the 2012 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2012 Budget for the purposes of:

Establish estimated revenue and appropriation for Facilities Map software from Websoft Developers, Inc. which will facilitate databases into the City's digital map to create a usable Geographical Information System (GIS).

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	Information Systems Fund	
Department of Public Works	Software	
Contractor Services	70717100-642200	
10131100-521900		\$3,500
Streets & Alleys		
Contracted Services		
10133140-521900		\$5,000

Streets & Alleys	
Construction Materials	
10133140-530290	\$7,100
Park Department	
Contracted Services	
10153000-521900	\$4,500
Wastewater Fund	
Sanitary Sewer Maintenance	
Contracted Services	
60134110-521900	\$10,000
Sanitary Sewer Maintenance	
Other Equipment	
60134110-649100	\$4,500
Information Systems Fund	
County Grant	
70717100-431951	\$10,000

On motion by Alderperson Hammond and second by Alderperson Carlson, the Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

Res. No. 73 - 12 - 13. By Alderperson Heideman. September 17, 2012.

A RESOLUTION authorizing signing easements for a mini-storm sewer to be constructed in portions of their property.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the easements for a mini-storm sewer for the following properties:

Leon G Jump, residing at 3014 S 21st St, Sheboygan, WI 53081, owner of parcel 59281617920 located at 2215 N 36th St, Sheboygan, WI 53081

On motion by Alderperson Hammond and second by Alderperson Carlson, the Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

ORDINANCES ON SECOND READING

***G.O. No. 24 – 12 - 13. By Ald. Van Akkeren. September 17, 2012.**

AN ORDINANCE repealing G.O. 66-07-08 so as to rescind the parking restrictions from 8 a.m. to 4 p.m. on the north side of Martin Avenue between N. 15th Street and N. 17th Street.

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

Section 1. G.O. 66-07-08 is hereby repealed.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs for 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.

***G.O. No. 25 – 12 - 13. By Ald. Van Akkeren. September 17, 2012.**

AN ORDINANCE repealing G.O. 51-06-07 regarding creating a 2-hour parking limit and creating an ordinance to have no parking on the east side of N. 18th Street from Superior Avenue to the North Kohler Memorial Drive Frontage Road.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the east side of N. 18th Street from the south curb line of Superior Avenue to the north curb line of N. Kohler Memorial Drive Frontage Road is hereby added to the list of locations where no parking is permitted.

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.

***G.O. No. 26 – 12 - 13. By Ald. Van Akkeren. September 17, 2012.**

AN ORDINANCE relating to no parking on the west side of N. 18th Street between Superior Avenue and N. Kohler Memorial Drive Frontage Road.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the west side of N. 18th Street from 1,240 feet south of the south curb line of Superior Avenue to 1,280 feet south of the south curb line of Superior Avenue is hereby added to the list of locations where no parking is permitted.

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.

***G.O. No. 27 – 12 - 13. By Ald. Van Akkeren. September 17, 2012.**

AN ORDINANCE restricting parking on the north side of Virginia Avenue between S. Water Street and S. 8th Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the north side of Virginia Avenue from 91 feet east of the east curb line of S. Water Street to 174 feet east of the east curb line of S. Water Street is hereby added to the list of locations where no parking is permitted.

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.

***G.O. No. 28 – 12 - 13. By Ald. Van Akkeren. September 17, 2012.**

AN ORDINANCE placing stop signs at the southwest and northeast corners of S. 26th Street and Pennsylvania Avenue.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled, "Erection of Official Signs", stop signs for shall be added requiring east bound and west bound traffic on Pennsylvania Avenue to stop at the intersection of S. 26th St. and Pennsylvania Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

***G.O. No. 29 – 12 - 13. By Ald. Van Akkeren. September 17, 2012.**

AN ORDINANCE placing a stop sign at the southeast corner of N. 18th Street and Martin Avenue.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled, "Erection of Official Signs", stop signs for shall be added requiring north bound traffic on N. 18th Street to stop at the intersection of N. 18th Street and Martin Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

ORDINANCES INTRODUCED

Gen. Ord. No. 31 - 12 - 13. By Alderpersons Hammond and Lessard. October 1, 2012.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3711 S. Taylor Dr. (Wal-Mart Outlot) from SI Suburban Industrial to SC Suburban Commercial Classification.

Was referred to the City Plan Commission.

Gen. Ord. No. 32 – 12 - 13. By Alderpersons Kath and Lewandoske. October 1, 2012.

AN ORDINANCE amending Subs of Gen. Ord. No. 43-11-12 granting an encroachment to Joseph E. and Kathleen E. Jantz, their heirs and assigns, so as to correct the amount of square footage contained within the encroachment area.

Was referred to the City Plan Commission.

October 1, 2012

Gen. Ord. No. 33 - 12 - 13. By Alderperson Heidemann. October 1, 2012.

AN ORDINANCE relating to mid-block crosswalks so as to add a mid-block crosswalk on Crocker Avenue, east of Taylor Drive:

Was referred to the Committee on Public Protection and Safety.

Gen. Ord. No. 34 - 12 - 13. By Alderperson Carlson. October 1, 2012.

AN ORDINANCE re-establishing the salary schedule for the office of Mayor.

Was referred to the Strategic Fiscal Planning Committee.

A MOTION by Alderperson Hammond and second by Alderperson Carlson was made to convene into closed session under the exemption provided in Section 19.85 (1)(g), Wis. Stats., for the purpose of deliberating the possible sale of public property where competitive and bargaining reasons require a closed session.

A MOTION by Alderperson Hammond and second by Alderperson Carlson was made to convene into closed session under the exemption provided in Section 19.85 (1)(g), Wis. Stats., for the purpose of discussion and formulation of negotiation strategies relative to possible agreement for combining emergency dispatch services, where competitive and bargaining reasons require a closed session.

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned, all Alderpersons present voting "Aye".

Mayor

City Clerk