

**\*\*\*ATTACHMENTS\*\*\***



August 20, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Marilyn Montemayor to be considered for appointment to the Historic Preservation/Housing Rehabilitation Loan Commission to fill the unexpired term of Jason Schoen whose term expires 4/21/14.

MAYOR TERRY VAN AKKEREN

*has over*

OFFICE OF MAYOR

CITY HALL  
828 Center Ave.  
SHEBOYGAN, WI  
53081-4495

920/ 459-3317  
FAX 920/ 459-0256

August 20, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Mario Ciotala to be considered for appointment to the Mayor's International Committee, term to expire 4/22/13.

  
MAYOR TERRY VAN AKKEREN

*Lies over*

Very Dear Mother

I

3.1

Com. No. 5A-12-13. August 6, 2012.

Submitting a communication from Tom De Genaro requesting that the east side of S. 26<sup>th</sup> St. from Pennsylvania Ave. to approximately Terrace Cir. be posted "No parking" as he is concerned about the safety of that area.

Presented to the Common Council by Alderperson Julie Kath.  
Kath

and

Scott Lewandoske.  
Lewandoske

*PP+S. Ave file  
direct that ordinance  
be drafted to have stop  
signs be put on Penn Ave.  
at the uncontrolled four-way  
intersection*

Microsoft Office Outlook Web Access

Type here to search      This Folder      Address Book      Options      Log Off

Mail      Reply      Reply to All      Forward      Move      Delete      Junk      Close

Calendar

Contacts

- Deleted Items
- Drafts
- Inbox (4)
- Junk E-mail
- Sent Items

Click to view all folders

Manage Folders...

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**Ward 17**

Tom & Angie [tadegenaro@charter.net]

Sent: Saturday, July 14, 2012 9:36 PM

To: Alderperson Scott Lewandoske; Alderperson Julie Kath

JUL 17 '12 PM 5:00

Hello,

I would like to voice my concern over a couple issues along S. 26th street I have notice in the past 10+ years living here... Where Pennsylvania and 26th meet, Pennsylvania there needs to be a stop sign. People do not stop or yield the uncontrolled intersection. Someone is going to get hurt there. I personally have almost be hit there several times and have been lucky to avoid the accidents. People simply do not look or obey basic driving rules about right-of-way.

Also, there is a church on the corner, when they park on the street (they have a nice big parking lot) it creates major blind spots at that intersection. In the winter, the street gets so narrow on 26th just north of Pennsylvania with the snow banks and is made worse with cars parked on both sides that it is difficult to get through. My recommendation is make the east side of 26th street from Pennsylvania to approximately Terrace circle - no parking.

Thank you for your time.

Tom De Genaro  
636 South 26h Street  
208-4811

Connected to Microsoft Exchange


I

3.2

Com. No. 6 - 12 - 13. August 6, 2012.

Submitting a communication from Samantha Landgraf stating that the sidewalk between the Hmong Memorial and the tennis courts is in need of repair and walking there is very dangerous.

Presented to the Common Council by Alderperson

  
Matichek

~~P. W.~~  
Add file

Mall

Reply Reply to All Forward Move Delete Junk Close

Calendar

Contacts

Deleted Items

Drafts (10)

Inbox (111)

Junk E-mail

Sent Items

Click to view all folders

Agendas (2)

County chamber (7)

District 2

Mayor-from city

Manage Folders...

### Sidewalk along lake Samantha Landgraf [slandgraf@live.com]

Sent: Friday, July 06, 2012 5:29 PM

To: Alderperson Kevin Matichek

Dear Alderman Matichek,  
I have noticed the sidewalk between the Hmong Memorial and the Tennis courts is in need of repair. There are at least 5 large cracks in the sidewalk making even walking dangerous! Hopefully it will get repaired soon!

Thanks!  
Samantha Landgraf

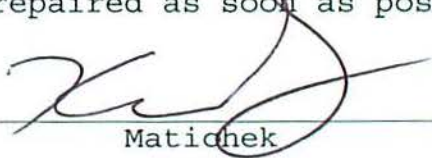
Sent from my iPhone

I

3.3

Com. No. 7 - 12 - 13. August 6, 2012.

Submitting a communication from Andrew Marks stating that the sidewalks (walking path) along Deland Park near the tennis courts is cracking in several places and is requesting that they be repaired as soon as possible.

Presented to the Common Council by Alderperson .  
Matichek

*P.H.  
Acc. File*



33

33

Mail Reply Reply to All Forward Move Delete Junk Close

- Calendar
- Contacts
- .....
- Deleted Items
- Drafts [10]
- Inbox (111)
- Junk E-mail
- Sent Items
- .....
- Click to view all folders ▾

- Agendas (2)
- County chamber (7)
- District 2
- Mayor-from city
- .....
- Manage Folders...

**Sidewalk**  
Andrew Marks [andrew.marks7@gmail.com]

Sent: Friday, July 06, 2012 5:21 PM  
To: Alderperson Kevin Matichek

Mr. Matichek,

The walking path along deland park, lake michigan, near the YMCA tennis courts is cracking in 5 different places. It makes walking very dangerous. I would like this to get fixed asap.

Thanks!  
Andrew Marks

II

3.3

R. O. No. 57 - 12 - 13. By CITY CLERK. June 18, 2012.

Submitting a claim from Dennis Prigge for alleged damages to his overhang on his garage in the alley when a City garbage truck hit it.

~~Invoice~~  
pay \$890<sup>00</sup>

Susan Richards  
City Clerk

DATE RECEIVED 6-6-12

RECEIVED BY Along

CLAIM NO. 5-120

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JUN 6 '12 PM 4:15

- 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: Dennis Prigge
- 2. Home address of Claimant: 1126 North 6th St.
- 3. Home phone number: 920-208-8237
- 4. Business address and phone number of Claimant: 1139 Pennsylvania Ave 920-459-2960

5. When did damage or injury occur? (date, time of day) October 19th 2011 A.M.

6. Where did damage or injury occur? (give full description) Garage overhang in alley

7. How did damage or injury occur? (give full description) Garbage truck (City) hit the overhang on my garage in alley

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: no idea

(b) Claimant's statement of the basis of such liability: Recieved a call from both the City dpw and Police to advise that a city garbage truck hit and damaged my overhang

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: N/A

(b) Claimant's statement of basis for such liability: N/A

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").

Garbage truck hit overhang severely damaging the gutter, facia boards roof and surrounding structure.

11. Name and address of any other person injured: N/A

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

Auto: \$ 890.00  
Property: \$ 890.00  
Personal injury: \$ \_\_\_\_\_  
Other: (Specify below) \$ \_\_\_\_\_

TOTAL 890.00

Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

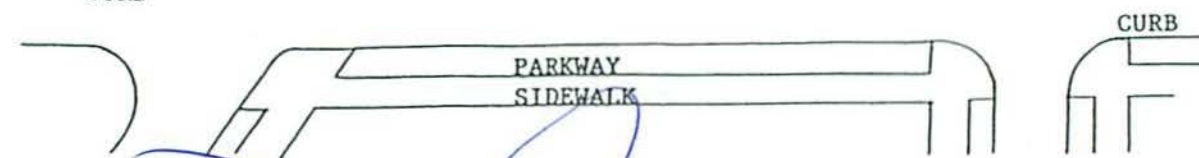
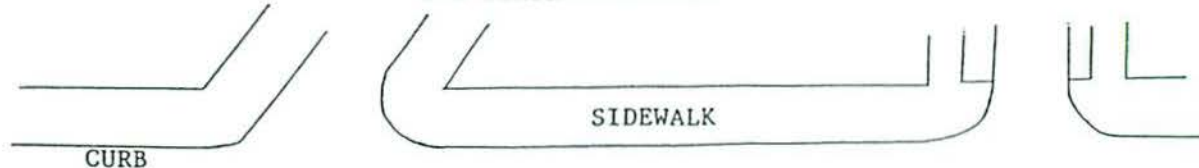
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Dennis [Signature]

Date: 5-5-12

DATE RECEIVED 6-6-12

RECEIVED BY Llong

CLAIM NO. 5-12

JUN 6 12 PM 4:16

CLAIM

Claimant's Name: Dennis Prigge

Auto \$           

Claimant's Address: 1126 North 6th St.

Property \$ 890.00

Claimant's Phone No. 920-208-8237

Personal Injury \$           

Other (Specify below) \$           

TOTAL 890.00

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 \$ 890.00.

SIGNED: Dennis Prigge

DATE: 6-6-12

ADDRESS: 1126 North 6th St Sheboygan

**Estimate**

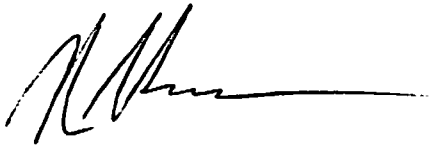
**NH Carpentry**  
**Nathan Huss**  
**W6405 Cty Road EH**  
**Elkhart lake, WI 53020**

**Phone: 920-980-3165**

**Repair garage overhang. Repair roof and surrounding structure, shingles, fascia and trim boards. Replace aluminum seamless gutter. Paint to match existing overhang.**

**Price including taxes**

**\$890.00 total**

A handwritten signature in black ink, appearing to read 'N. Huss', with a long horizontal line extending to the right.



October 25, 2011

Dennis Prigge  
1126 N. 6<sup>th</sup> Street  
Sheboygan, Wisconsin  
920-946-0269

**QUOTATION:**

Repair damaged south overhang on garage. Work includes new black .032 seamless aluminum gutters, repairing existing roof rafters, new roof sheathing, asphalt shingles, gutter apron, unfinished pine fascia and pine trim boards.

Total           \$ 894

Price includes tax.

II

Other Matters

7.3

R. O. No. 65 - 12 - 13. By CITY CLERK. June 18, 2012.

Submitting a claim from Rogene Brott for towing charges when allegedly her car was towed by mistake.

~~Invoice~~  
Pay \$57.<sup>75</sup>

Susan Richards  
City Clerk

8.7

III

21

Abraham Lincoln

DATE RECEIVED 6-15-12

RECEIVED BY Long

CLAIM NO. 6-12

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: ROGENE BROTT
- 2. Home address of Claimant: 1219 S. 16<sup>th</sup> St Sheboygan WI 53081
- 3. Home phone number: 920-980-6505
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) N/A

6. Where did damage or injury occur? (give full description) N/A

7. How did damage or injury occur? (give full description) N/A

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: Sgt Anderson has notes on the matter including any name needed.
- (b) Claimant's statement of the basis of such liability: please see the back of this sheet for the statement.

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: N/A

(b) Claimant's statement of basis for such liability: N/A

8.6. After I received a letter about my car with a date that it could/would be removed from my property, I called and spoke with Sgt. Anderson about it. He said that the date could be changed to the following week instead. Another officer arranged for it to be towed earlier instead and when I spoke with Sgt. Anderson again he stated that the officer confused it with a different vehicle and had mine towed by mistake. Sgt. Anderson told me that if I paid the towing fee, I could request to be reimbursed by the city. He told me that he made notes regarding this.

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").

NO INJURIES

11. Name and address of any other person injured: N/A

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

Auto: \$ \_\_\_\_\_

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ 57.75

Total \$57.75

Damaged vehicle (if applicable)

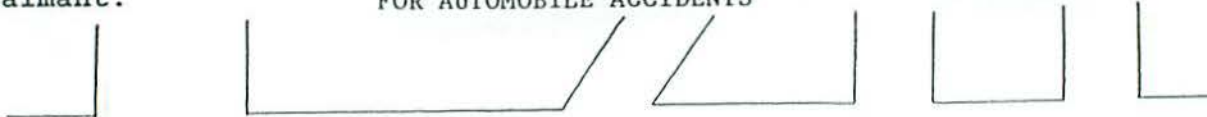
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

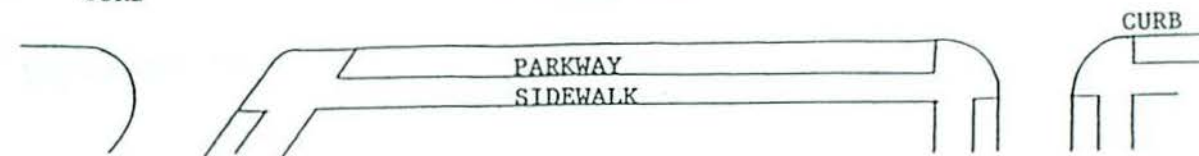
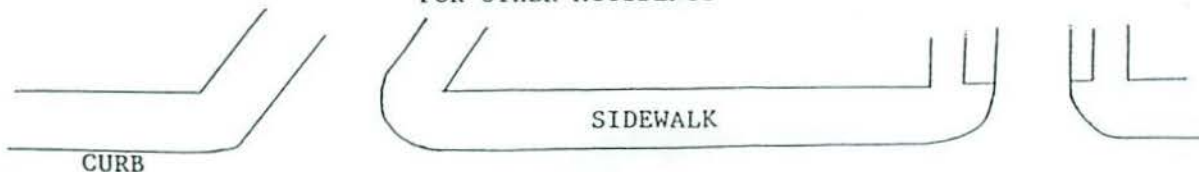
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Regene Brott

Date: June 15, 2012

DATE RECEIVED 6-15-12

RECEIVED BY Long

CLAIM NO. 6-120

CLAIM

Claimant's Name: ROGENE BROTT

Auto \$ \_\_\_\_\_

Claimant's Address: 1219 S. 16<sup>th</sup> St.

Property \$ \_\_\_\_\_

Sheboygan WI 53081

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 920-980-6505

Other (Specify below) \$ 57.75

Total \$57.75.

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 \$ 57.75.

SIGNED: Rogene Brott

DATE: June 15, 2012

ADDRESS: 1219 S. 16<sup>th</sup> St. Sheboygan, WI.  
53081

**Depot Auto Service & Towing, Inc.**

1131 Pennsylvania Ave  
 Sheboygan, WI. 53081  
 Phone - 920-452-1811 Fax - 920-452-6261

INVOICE

**38390**

226067  
 844165

Professional Service...Guaranteed!

**INVOICE**

Work Completed Date : 05/01/2012

Print Date : 05/01/2012

Brött, Rogene  
 1219 S 16th  
 Sheboygan, WI 53081  
 Home 920-458-2689  
 Cust ID : 9353

1996 Ford - Taurus LX

Lic # :  
 Unit # :  
 Vin # :  
 Hat # :  
 Odometer In :  
 Ref # :

Part Description / Number	Qty	Sale	Extended	Labor Description	Extended
---------------------------	-----	------	----------	-------------------	----------

				Tow from Depot to 41 Winnebago Tr. 05/01/12	55.00
--	--	--	--	--	-------

Org. Estimate \$57.75    Revisions \$0.00    Current Estimate \$ 57.75    Additional Cost    Revised Estimate

<b>Labor:</b>	<b>\$55.00</b>
<b>Parts:</b>	<b>\$0.00</b>
<b>Sublet:</b>	<b>\$0.00</b>
<b>Sub:</b>	<b>\$55.00</b>
	-----
<b>Tax:</b>	<b>\$2.75</b>
<b>Total:</b>	<b>\$57.75</b>
<b>Bal Due:</b>	<b>\$0.00</b>

Payments - Cash - \$57.75 ]

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911

This vehicle received without face to face customer contact.

Shop Representative

I hereby authorize you to do so I hereby order the above products and services, parts and labor and grant permission to you and/or your employees to operate the vehicle described for the purpose of testing and/or inspection. I agree to pay cash when the work is completed or to pay on other terms satisfactory to you. Until paid in full, the amount owing on this work shall constitute a lien on the motor vehicle. If collection is made by suit or otherwise, agree to pay storage and collection and reasonable attorney's fees.

Customer Sign: \_\_\_\_\_  
 Date: \_\_\_\_\_

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAYBE LESS THAT THE ESTIAMTE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

1. I request an estimate in writing before you begin repair

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ \_\_\_\_\_

3. I do not want an estimate \_\_\_\_\_

Do you want the replaced parts you are entitled to?  Yes  No

Payment will be made by  Cash  Check  Credit  Card Charge

Call when vehicle is ready  Yes  No

8.6. After I received a letter about my car with a date that it could/would be removed from my property, I called and spoke with Sgt. Anderson about it. He said that the date could be changed to the following week instead. Another officer arranged for it to be towed earlier instead and when I spoke with Sgt Anderson again he stated that the officer confused it with a different vehicle and had mine towed by mistake. Sgt. Anderson told me that if I paid the towing fee, I could request to be reimbursed by the city. He told me that he made notes regarding this.

II

Other matters

7.6

R. O. No. 68 - 12 - 13. By CITY CLERK. June 18, 2012.

Submitting an Order Confirming Sale and Order adding to Judgment in the matter of Wisconsin Housing and Economic Development Authority vs. Peter Zabel et al.

~~Finance~~  
File

Lusan Richards  
City Clerk

d.7

III

20

Handwritten text, possibly a signature or name, appearing as "Handwritten text".

WISCONSIN HOUSING AND ECONOMIC  
DEVELOPMENT AUTHORITY;

Plaintiff,

vs.

PETER J. ZABEL and JANE DOE,  
unknown spouse of Peter J. Zabel; and  
TANYA D. ZABEL and JOHN DOE,  
unknown spouse of Tanya D. Zabel; and  
CITY OF SHEBOYGAN; and  
COLUMBIA ST. MARYS, INC.,  
d/b/a MARSHO FAMILY MEDICAL GROUP; and  
SHEBOYGAN COUNTY;

Defendants.

Case No. 11-CV-1018 JUN 15 '12 P:12:42  
Code No. 30404  
Foreclosure of Mortgage  
Dollar Amount Greater Than \$5,000.00

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NOTICE OF ENTRY OF ORDERS

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TO: PETER J. ZABEL and JANE DOE,  
unknown spouse of Peter J. Zabel,  
834 Whitcomb Avenue  
Sheboygan, Wisconsin 53081

TANYA D. ZABEL and JOHN DOE,  
unknown spouse of Tanya D. Zabel,  
834 Whitcomb Avenue  
Sheboygan, Wisconsin 53081

CITY OF SHEBOYGAN,  
c/o City Clerk,  
828 Center Avenue  
Sheboygan, Wisconsin 53081

Lori A. Henley, Esq.  
c/o Columbia St. Mary's Milwaukee Campus  
2323 North Lake Drive  
Milwaukee, WI 53211

SHEBOYGAN COUNTY,  
c/o County Clerk,  
615 North Sixth Street  
Sheboygan, Wisconsin 53081

Tenants / Occupants  
834 Whitcomb Avenue  
Sheboygan, Wisconsin 53081

PLEASE TAKE NOTICE that on the 5th day of June 2012, an Order Confirming Sale and Order Adding to Judgment was duly entered in the above-entitled action in the office of the Clerk of Circuit Court for this county, a copy of which is attached hereto.

Dated at Wauwatosa, Wisconsin, this 17 day of June, 2012.

O'DESS and ASSOCIATES, S.C  
Attorneys for Plaintiff

By:   
M. ABIGAIL O'DESS  
Bar Code No. 1017869

POST OFFICE ADDRESS:  
1414 Underwood Avenue, Suite 403  
Wauwatosa Wisconsin 53213  
(414) 727-1591  
(414) 727-1590 fax

O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt

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

WISCONSIN HOUSING AND ECONOMIC  
DEVELOPMENT AUTHORITY;

Plaintiff,

vs.

Case No. 11-CV-1018

Code No. 30404

Foreclosure of Mortgage

Dollar Amount Greater Than \$5,000.00

PETER J. ZABEL and JANE DOE,  
unknown spouse of Peter J. Zabel; and  
TANYA D. ZABEL and JOHN DOE,  
unknown spouse of Tanya D. Zabel; and  
CITY OF SHEBOYGAN; and  
COLUMBIA ST. MARYS, INC.,  
d/b/a MARSHO FAMILY MEDICAL GROUP; and  
SHEBOYGAN COUNTY;

Defendants.

CLERK CIRCUIT COURT  
FILED  
2012 JUN -5 A 10:34  
SHEBOYGAN COUNTY  
WISCONSIN

---

ORDER CONFIRMING SALE

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On reading and filing the report of Todd Priebe, Sheriff of Sheboygan County, Wisconsin, appointed under the judgment entered in the above-entitled action to make sale of the premises described in the complaint herein, and it appearing by due proof that due notice of the motion to confirm said report has been given to all parties owning an equity of redemption on said premises and to all parties who have appeared in this action and it appearing that the said sheriff in making said sale has in all things complied with the judgment heretofore entered in this case, and the statutes in such case made and provided, that the monies arising out of said sale were sufficient to pay the whole amount adjudged to the plaintiff together with interest and costs.

The plaintiff is not seeking deficiency judgment against the defendant(s) in this case.

Now, therefore,

**IT IS ORDERED:**

1. That the sale of the mortgaged premises involved in the above-entitled action to

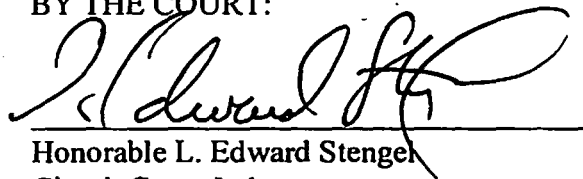
plaintiff for the sum of \$48,726.02, and the sheriff's report of such sale as filed herein, be and the same are hereby in all things approved and confirmed.

2. That upon the entry of this order and the filing of this order with the Clerk of Court for Sheboygan County, Wisconsin, the said clerk shall thereupon deliver to the plaintiff or the plaintiff's attorneys, the sheriff's deed to the premises involved in this action, which said deed was filed with the Clerk of Court by the sheriff of said county. That said Sheriff's Deed and Wisconsin Real Estate Transfer Return shall be mailed directly to plaintiff's attorneys, O'Dess and Associates, S.C., at 1414 Underwood Avenue, Suite 403, Wauwatosa, WI 53213.

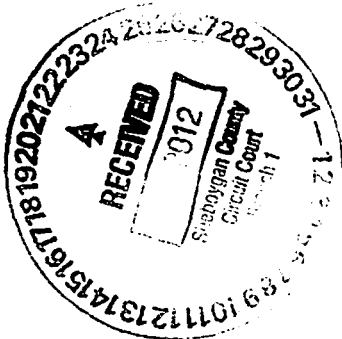
3. That a Writ of Assistance be issued immediately.

Dated this 5th day of June, 2012.

BY THE COURT:



Honorable L. Edward Stengel  
Circuit Court Judge  
Circuit Court Case No 11-CV-1018



WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY;

Plaintiff,

vs.

Case No. 11-CV-1018  
Code No. 30404  
Foreclosure of Mortgage  
Dollar Amount Greater Than \$5,000.00

PETER J. ZABEL and JANE DOE,  
unknown spouse of Peter J. Zabel; and  
TANYA D. ZABEL and JOHN DOE,  
unknown spouse of Tanya D. Zabel; and  
CITY OF SHEBOYGAN; and  
COLUMBIA ST. MARYS, INC.,  
d/b/a MARSHO FAMILY MEDICAL GROUP; and  
SHEBOYGAN COUNTY;

Defendants.

ORDER ADDING TO JUDGMENT

That Plaintiff, by its attorneys, O'Dess and Associates, S.C. has incurred additional costs and disbursements involved in the above action and that the plaintiff herein is entitled to said additions to judgment since entry of judgment of foreclosure as follows:

Judgment entered on November 8, 2011	\$44,516.32
Additions:	
Sale	\$150.00
Publication	\$266.59
Interest	\$1,760.83
Broker's Price Opinion	\$100.00
Property Inspection	\$156.00
Escrow Advance	\$1,776.28
<b>TOTAL ADDITIONS</b>	<b>\$4,209.70</b>
<b>TOTAL JUDGMENT PLUS ADDITIONS</b>	<b>\$48,726.02</b>

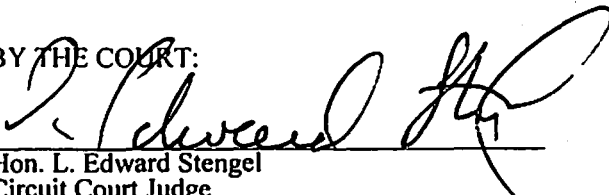
CLERK CIRCUIT COURT  
FILED  
2012 JUN -5 A 10:35  
SHEBOYGAN COUNTY  
WISCONSIN

Now, therefore, pursuant to the judgment entered in the above-entitled action,

**IT IS HEREBY ORDERED AND ADJUDGED** that said judgment be and the same is hereby increased by the sum of \$4,209.70, being interest and costs and disbursements from the date of judgment, bringing the total judgment to \$48,726.02 and the said judgment in all other respects be and the same is hereby confirmed.

Dated this 5th day of June 2012



BY THE COURT:  
  
\_\_\_\_\_  
Hon. L. Edward Stengel  
Circuit Court Judge  
Circuit Court Case No 11-CV-1018

STATE OF WISCONSIN     )  
  ) ss.  
MILWAUKEE COUNTY     )

Terri A. Graham, Paralegal, at O'Dess and Associates, S.C., being first duly sworn on oath, says that on the 13 day of June, 2012, she mailed, properly enclosed in a postpaid envelope a copy of the Notice of Entry of Order in the above entitled action, addressed to the following named persons at the proper post office addresses set forth:

PETER J. ZABEL and JANE DOE,  
unknown spouse of Peter J. Zabel,  
834 Whitcomb Avenue  
Sheboygan, Wisconsin 53081


TANYA D. ZABEL and JOHN DOE,  
unknown spouse of Tanya D. Zabel,  
834 Whitcomb Avenue  
Sheboygan, Wisconsin 53081

CITY OF SHEBOYGAN,  
c/o City Clerk,  
828 Center Avenue  
Sheboygan, Wisconsin 53081


Lori A. Henley, Esq.  
c/o Columbia St. Mary's Milwaukee Campus  
2323 North Lake Drive  
Milwaukee, WI 53211

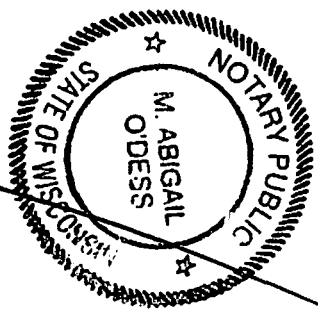
SHEBOYGAN COUNTY,  
c/o County Clerk,  
615 North Sixth Street  
Sheboygan, Wisconsin 53081

Tenants / Occupants  
834 Whitcomb Avenue  
Sheboygan, Wisconsin 53081

  
\_\_\_\_\_  
Terri A. Graham

Subscribed and sworn to before me  
this 13 day of June, 2012.

  
\_\_\_\_\_  
M. Abigail O'Dess  
Notary Public, State of Wisconsin  
My Commission is Permanent.



# II

Other Matters

8.7

R. O. No. 82 - 12 - 13. By CITY CLERK. July 2, 2012.

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014.

*Law & Lic.*  
~~7/16/12 - grant all licenses except  
 hold Brandt, King, Yang, Hermann,  
 Lehmann, Ramirez~~  
~~8/6/12 - grant Brandt  
 deny King & Yang  
 grant Hernandez~~

*Susan Richards*  
 City Clerk

BEVERAGE OPERATOR'S LICENSE (June 30, 2014) (CLUB)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8941	Grovogel, Dale A.	1827 N. 20 <sup>th</sup> St.
3550	Jellish, James M.	N8160 Big Lake LN, Sherwood
8650	Lorge, Todd A.	N6206 N. 61 <sup>st</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014) NEW

<u>No.</u>	<u>Name</u>	<u>Address</u>
5627	Berdyck, Jacob E.	2630 N. 20 <sup>th</sup> St.
6399	Brandt, David A.	2002 N. 11 <sup>th</sup> St.
8410	Courtright, Carmen A.	728 Oaktree Rd.
9626	Fortin, Danielle S.	524 Indian Mound Rd.
9615	Johnson, Raquel S.	242 Shelly Dr., Sheboygan Falls
9618	Kirk, Joanna L.	3811 Heather Valley Rd.
9623	Klumb, Jennifer J.	3701 Larkspur Way
1807	Markham, Cheryl	2222 Kroos Ct.
4376	Norton Sr., Walter W.	3522 Granite Rd.
9624	Pitsch, Tyson T.	2910 Wedemeyer
9617	Quirt, Cassandra A.	N5074 Big Bend Ln, Sheboygan Falls
9619	Saemann, Kara E.	808 Greentree Rd., Kohler
9621	Scharrer-Quasius, Cindy T.	4217 S. 12 <sup>th</sup> St.
9620	Stutleen, Robert J.	904 Clara Ave.
9622	Vanlanen, Paul M.	2315 N. 6 <sup>th</sup> St.
9627	Wilke, Glenn J.	4022 Hazelnut Ct.
9616	Williams, Phaedra M.	3215 S. 17 <sup>th</sup> St.
9629	Yang, Pang Z.	1714 S. 22 <sup>nd</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014) RENEW

<u>No.</u>	<u>Name</u>	<u>Address</u>
7370	Anderson, Jackie L.	409 Superior Ave.
8017	Anderson, Randolph C.	1941 N. 35 <sup>th</sup> St., Manitowoc

22

II

making a note

7322 Arnsmeier, Dean M.	4622 N. 50 <sup>th</sup> St.
6414 Babler, Elizabeth M.	1503 Division Ave.
6379 Bastian, Todd R.	1012 Falls Park Dr., Sheboygan Falls
8657 Deruyter, Jason J.	1313 S. 11 <sup>th</sup> St.
8786 Dietz, Kyrstin A.	1440 Riverdale Ave.
5169 Drier, Lacey J.	1430 Mehrtens
7163 Dyke, Jennifer L.	823 Spring Ave.
5717 Felde, Trevor A.	4221 Autumn Ct., #D202
8479 Gill, Gurveen	1305 Union Ave.
6616 Goldmann, Margaret L.	1729 N. 9 <sup>th</sup> St.
8966 Gray, Nicole M.	1220 Heermann Ct.
7253 Gulig, Joshua M.	3609 S. 15 <sup>th</sup> St.
5826 Kailing, Lyndsey J.	1808 S. 17 <sup>th</sup> St.
1659 Koelpin, Daniel C.	3939 S. 12 <sup>th</sup> St.
8818 Krom, Scott A.	W1606 Santana Dr.
1708 Kunert, Bennett C.	1427 N. 10 <sup>th</sup> St.
5443 Leichtnam, Tammy A.	24 Ashwood Dr.
7982 Leonhardt, Amber L.	2727 N. 26 <sup>th</sup> St.
5670 Lester, Jason D.	1408 S. 8 <sup>th</sup> St.
8916 Lukonen, Tina M.	1805 N. 11 <sup>th</sup> St.
8964 Mayer-Sills, Theresa	1617 S. 13 <sup>th</sup> St.
9048 McCall, Laura M.	2808 N. 21 <sup>st</sup> St.
8931 Metzger, Karl R.	1503 Eisner Ave., #3C
4683 Meyer, Debra M.	4228 N. 29 <sup>th</sup> St.
5782 Molzner, Linda J.	1516 Parkwood Blvd.
8986 Obremski, Kevin P.	1625 Terry Andrae Ave.
4046 O'Keefe, Sara M.	531 S. 8 <sup>th</sup> St., Apt. 403
5871 Patterson, Paul L.	1502 s. 12 <sup>TH</sup> St.
2871 Perronne, Daniel L.	W2799 Cty. N, Sheboygan Falls
6738 Pirrung, Eric J.	1517 S. 9 <sup>th</sup> St.
7131 Puddy, Diane T.	2735 N. 7 <sup>th</sup> St.
7159 Reise, Rhonda M.	523 N. 15 <sup>th</sup> St.
7202 Root, Brandon R.	742 Superior Ave., Oostburg
8977 Stephens, Kim M.	4727A Amanda Ln.
9060 Verhagen, Amy E.	2215 N. 8 <sup>th</sup> St.
6180 Vervelde, Kim M.	522 Wilson Ave., #8
7920 Weber, Gina M.	1713 N. 5 <sup>th</sup> St.
4421 Will, Amie T.	1643 S. 12 <sup>th</sup> St.
2318 Winkel, Gregg S.	3219 Main Ave.
1902 Woelffer, Margo M.	85 Lincoln Ave.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)NEW

<u>No.</u>	<u>Name</u>	<u>Address</u>
8936	King, Shelly L.	1118A Bell Ave.
9625	Yang, Noah	1608A S. 13 <sup>th</sup> St.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)RENEW

<u>No.</u>	<u>Name</u>	<u>Address</u>
8544	Castillo, Abraham	1415 S. 17 <sup>th</sup> St.
9386	Hermann, Ryan M.	1036 Ontario Ave.
6977	Lehmann, Edwin R.	414 Michigan Ave.
9507	Lohse, April O A	1118A Superior Ave.
9411	Ramirez, Roxanna M.	1131 S. 10 <sup>th</sup> St.
8860	Santana, Susan M.	2724 Main Ave.
7124	Skrivin, William C.	1322 S. 23 <sup>rd</sup> St.

II

5.5

R. O. No. 90 - 12 - 13. By CITY CLERK. July 16, 2012.

Submitting a Amended Summons and Amended Complaint in the matter of US Bank National Association as Trustee for RASC 2005-KS11 vs. Maurice Brown et al.

~~Inance~~

File

Susan Richards  
City Clerk

22

III

checking work

US Bank National Association as Trustee for  
RASC 2005-KS11  
c/o GMAC Mortgage, LLC  
1100 Virginia Drive  
Fort Washington, PA 19034

AMENDED SUMMONS

Case No. 12-CV-0144

Plaintiff,  
vs.

The Honorable  
Terence T. Bourke

Maurice J. Brown  
514 Clifton Ave  
Sheboygan, WI 53083-5050

Case Code 30404  
(Foreclosure of Mortgage)  
The amount claimed exceeds \$5000.00

Jessica T. Brown  
514 Clifton Ave  
Sheboygan, WI 53083-5050

Defendants,

WHEDA  
201 W Washington Ave Ste 700  
Madison, WI 53703-2727

City of Sheboygan, Department of City  
Development  
828 Center Ave  
Sheboygan, WI 53081-4442

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

Added Defendants.

*MW  
10 July 12*

SHEBOYGAN COUNTY  
2012 JUN 28 P 12:47  
CLERK CIRCUIT COURT  
FILED

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

Within 20 days of receiving this amended summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the amended complaint.


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

The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

Dated this 27th day of June, 2012

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

By:   
\_\_\_\_\_  
Daniel Borck  
State Bar No. 1033956  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
028135F02

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

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

US Bank National Association as Trustee for  
RASC 2005-KS11  
c/o GMAC Mortgage, LLC  
1100 Virginia Drive  
Fort Washington, PA 19034

Plaintiff,  
vs.

Maurice J. Brown  
514 Clifton Ave  
Sheboygan, WI 53083-5050

Jessica T. Brown  
514 Clifton Ave  
Sheboygan, WI 53083-5050

Defendants,

WHEDA  
201 W Washington Ave Ste 700  
Madison, WI 53703-2727

City of Sheboygan, Department of City  
Development  
828 Center Ave  
Sheboygan, WI 53081-4442

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

Added Defendants.

AMENDED COMPLAINT

Case No. 12-CV-0144

The Honorable  
Terence T. Bourke

Case Code 30404  
(Foreclosure of Mortgage)  
The amount claimed exceeds \$5000.00

CLERK CIRCUIT COURT  
FILED  
2012 JUN 28 P 12:47  
SHEBOYGAN, WI

---

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

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

2. The mortgaged real estate is owned of record by Maurice J. Brown.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$122,532.03 together with interest from the 1st day of October, 2011.

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

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

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

8. That Jessica T. Brown has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Maurice J. Brown.

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

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101 of the Wisconsin Statutes, with plaintiff expressly waiving its right to

obtain a deficiency judgment against any defendant in this action.

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

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

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

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

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

Dated this 27th day of June, 2012.

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

By: 

Daniel Borck  
State Bar No. 1033956  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987

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

# ADJUSTABLE RATE NOTE

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

MIN:10

Loan Number:

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

October 10, 2005  
[Date]

SHEBOYGAN  
[City]

Wisconsin  
[State]

514 CLIFTON AVE  
SHEBOYGAN, Wisconsin 53083  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 119,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is FMF Capital LLC

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

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.390 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

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

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

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on December 01, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on November 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at FMF Capital LLC, 26800 Northwestern Hwy #875, Southfield, MI 48075

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

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 905.76. This amount may change.

### (C) Monthly Payment Changes

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

MULTISTATE ADJUSTABLE RATE NOTE—LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)—  
Single Family—Fannie Mae Uniform Instrument

Form 3520 1/01

ITEM 598711 (0011)—WISCONSIN

(Page 1 of 4 pages)

GREATLAND ■  
To Order Call 1-800-310-9393 Office 516-791-1131

EXHIBIT A

Loan Number:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

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

##### (B) The Index

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

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

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Seven and 890/1000**

percentage points ( **7.890 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.390 %** or less than **8.390 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than

**One**

percentage points ( **1.000 %**) from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **15.390 %**, or less than **8.390 %**.

##### (E) Effective Date of Changes

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

##### (F) Notice of Changes

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

#### 5. BORROWER'S RIGHT TO PREPAY

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

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

#### 6. LOAN CHARGES

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

Form 3520 1/01

**7. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

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

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

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

**8. GIVING OF NOTICES**

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

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

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**10. WAIVERS**

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

**11. UNIFORM SECURED NOTE**

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

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

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

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is 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.

Borrower has executed and acknowledges receipt of pages 1 through 4 of this Note.

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

*Maurice J. Brown*  
\_\_\_\_\_  
MAURICE J. BROWN (Seal)  
-Borrower

*Jessica T. Brown*  
\_\_\_\_\_  
JESSICA T. BROWN (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Sign Original Only]

**ALLONGE**

**LOAN**

**Borrower(s): MAURICE J. BROWN, JESSICA T. BROWN**

**Property Address: 514 CLIFTON AVE  
SHEBOYGAN, Wisconsin 53083**

**Principal Balance: 119,000.00**

**Loan Date: October 10, 2005**

**PAY TO THE ORDER OF**

---

**Without Recourse**

**Company Name: FMF Capital LLC**

**By:** Vincent Parlovo **Executive Vice President**  
(Signature) (Title)  
**Vincent Parlovo**

**Multistate Note Allonge**

**EXHIBIT A**

1779734

SHEBOYGAN COUNTY, WI  
RECORDED ON

10/17/2005 11:25AM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 37.00  
TRANSFER FEE:

STAFF ID 6  
TRANS # 69972

# OF PAGES: 14

#7 1142

# MORTGAGE

Document Number:

Return Address: FMF Capital LLC  
c/o Nationwide Title Clearing, Inc.  
2100 Alt 19 North  
Palm Harbor, FL 34683

Parcel I.D. Number: 59281005150

MIN: -----

Loan Number

## DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated October 10, 2005, together with all Riders to this document.

(B) "Borrower" is MAURICE J. BROWN and JESSICA T. BROWN, husband and wife

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is FMF Capital LLC  
Lender is a Limited Liability Company organized and existing under  
the laws of the State of Delaware Lender's address is  
25800 Northwestern Hwy #875, Southfield, MI 48075

(E) "Note" means the promissory note signed by Borrower and dated October 10, 2005. The Note states that Borrower owes Lender One Hundred Nineteen Thousand and no/100 Dollars (U.S. \$ 119,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 01, 2035

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "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.

Loan Numb:

(H) "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):

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Biweekly Payment Rider         |   |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "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.

(Q) "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.

Loan Number

**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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

County  
[Type of Recording Jurisdiction]

of

SHEBOYGAN  
[Name of Recording Jurisdiction]

**LOT 6, BLOCK 6, ASSESSMENT SUBDIVISION NO. 21, ACCORDING TO THE RECRDED PLAT THEREOF, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.**

Parcel ID: 59281005150

which currently has the address of

**514 CLIFTON AVE**

[Street]

SHEBOYGAN  
[City]

, Wisconsin

53083  
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

Loan Number

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Maurice J Brown  
MAURICE J. BROWN (Seal)  
-Borrower

Jessica T Brown  
JESSICA T. BROWN (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:

Witness:

State of Wisconsin  
County of SHEBOYGAN

This instrument was acknowledged before me on  
MAURICE J. BROWN and JESSICA T. BROWN, husband and wife

October 10, 2005

(date) by

(person[s] acknowledging).

Aimee A Markowski-Boerst  
Notary Public, State of Wisconsin

My commission expires: 05.03.09

This instrument was drafted by:

Name: CHRISTINE GORDON  
FMF Capital LLC  
25800 Northwestern Hwy #875  
Southfield, MI 48075

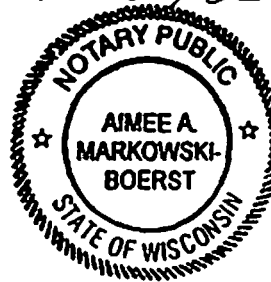


EXHIBIT B

## ADJUSTABLE RATE RIDER

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

Loan Number: \_\_\_\_\_

THIS ADJUSTABLE RATE RIDER is made this 10th day of October 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FMF Capital LLC, Limited Liability Company

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

514 CLIFTON AVE  
SHEBOYGAN, Wisconsin 53083

[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.3900%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Seven and 8900/10000 percentage points ( 7.8900%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER—LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)—Single Family—Fannie Mae Uniform Instrument Form 3138 1/01

ITEM 5251L1 (0011)

(Page 1 of 3 pages)

GREATLAND ■  
To Order Call: 1-800-538-3373 Fax: 816-791-1133

EXHIBIT B

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

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.3900% or less than 8.3900%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage points ( 1.0000%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 15.3900% or less than 8.39%.

**(E) Effective Date of Changes**

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

**(F) Notice of Changes**

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

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

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

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

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

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is 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.

Loan Numb

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

*Maurice J. Brown*  
\_\_\_\_\_  
MAURICE J. BROWN (Seal)  
-Borrower

*Jessica T. Brown*  
\_\_\_\_\_  
JESSICA T. BROWN (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Record & Return To:  
GMAC Mortgage, LLC  
Attention: Loss Mitigation  
3451 Hammond Avenue  
Waterloo, IA 50702  
Investor Number:10042968  
Custodian ID: W1

\_\_\_\_\_  
*{Space Above This Line For Recorder's Use}*

## **NON-HAMP LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement") made this May 1, 2011 ("Effective Date") between MAURICE J BROWN JESSICA T BROWN ("Borrower") and GMAC Mortgage, LLC, Lender\Servicer or Agent for Lender\Servicer, Mortgage Electronic Registration Systems, Inc. (Mortgagee) amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated October 10, 2005 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender\Servicer or Agent for Lender\Servicer), P.O Box 2026, Flint, Michigan 48501-2026, (888) 679-MERS, and if applicable, recorded with Instrument Number in Book and/or Page Number of the real property records of SHEBOYGAN County, WI and (2) that certain promissory note ("Note") dated October 10, 2005 in the original principal sum of One Hundred Nineteen Thousand Dollars and No Cents (\$ 119,000.00) executed by Borrower. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 514 CLIFTON AVE SHEBOYGAN WI 53083, which real property is more particularly described as follows:

( Legal Description if Applicable for Recording Only )

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent\servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement

**Exhibit C**

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is One Hundred Twenty Three Thousand Two Hundred Seventy Five Dollars and Seventy Five Cents (\$ 123,275.75).
2. The Maturity Date is November 1, 2035.
3. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument
4. Interest will be charged on the unpaid, non-deferred, "New Principal Balance" until the non-deferred principal has been paid in full. Borrower promises to pay interest at the rate of 7.50000% from May 1, 2011 until I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due. The rate of interest I pay will change based upon Payment Schedule below.
5. Borrower promises to make monthly principal and interest payments of \$917.37, beginning on June 1, 2011, and continuing thereafter on the same day of each succeeding month, until all principal and interest is paid in full. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.
6. If on November 1, 2035 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including any "Deferred Principal Balance " as provided for in this Agreement, Borrower will pay these amounts in full on that date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, Iowa, 50702 or at such other place as Lender may require.
7. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

**Exhibit C**

8. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend, rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.
9. If all or any part of the Property or any interest in it 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, at its option, require immediate payment in full of all sums secured by the 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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower. For purposes of this paragraph, "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 transfer of title by Borrower at a future date to a purchaser.
10. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
11. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED

**Exhibit C**

HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

5/23/11 MJB Maurice Brown  
Date MAURICE J BROWN

5/23/11 JTB Jessica Brown  
Date JESSICA T BROWN

Date

Date

Mortgage Electronic Registration Systems, Inc as nominee for Lender

By: \_\_\_\_\_  
Authorized Officer

Date: \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

Exhibit C

## SCHEDULE B

Commitment Number: SHE-77745

- j. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.
- k. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes and/or lying below the ordinary high water mark of any adjacent body of water or stream.
- l. A Mortgage from Maurice J. Brown and Jessica T. Brown, husband and wife to Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for FMF Capital LLC in the original amount of \$119,000.00.  
Dated: October 10, 2005      Recorded: October 17, 2005  
Document No: 1779734

The foregoing mortgage has been assigned to U.S. Bank National Association, as Trustee for RASC 2005KS11, by assignment.

Dated: November 15, 2010      Recorded: November 16, 2010  
Document No: 1913937

- m. A Mortgage from Maurice J. Brown and Jessica T. Brown, husband and wife to Community Bank & Trust in the original amount of \$17,740.00.  
Dated: August 7, 2007      Recorded: August 20, 2007  
Document No: 1834013

The foregoing mortgage has been assigned to WHEDA (no return address given), by assignment.

Dated: August 7, 2007      Recorded: August 20, 2007  
Document No: 1834014

Said document was returned to: Community Bank & Trust, 604 N. 8<sup>th</sup> Street, Sheboygan, WI 53081.

- n. A Mortgage from Maurice J. and Jessica Brown to City of Sheboygan, Department of City Development, 807 Center Ave., Sheboygan, WI 53081 in the original amount of \$25,000.00.  
Dated: February 15, 2006      Recorded: May 1, 2006  
Document No: 1797045

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1834013 by an agreement recorded as follows:

Recorded: August 20, 2007  
Document No: 1834015

# LIEN REPORT



First American Title Insurance Company

## SCHEDULE B

Commitment Number: SHE-77745

- o. A Mortgage from Maurice J. and Jessica Brown to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081 in the original amount of \$10,000.00.  
Dated: February 15, 2006      Recorded: May 1, 2006  
Document No: 1797046

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1834013 by an agreement recorded as follows:

Recorded: August 20, 2007  
Document No: 1834016

- p. Judgment Case: 04TR11443  
Docketed: May 8, 2008  
Debtor: Maurice Brown  
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI  
Amount: \$8.77
- q. Judgment Case: 04TR11693  
Docketed: May 8, 2008  
Debtor: Maurice Brown  
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI  
Amount: \$158.76

-----  
This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

NOTE: This commitment is solely for the purpose of guaranteeing a purchaser at sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes.

Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604( c ).

# LIEN REPORT



First American Title Insurance Company

II

4.3

R. O. No. 104 - 12 - 13. By CITY CLERK. August 6, 2012.

Submitting a claim from Shane Hall for alleged injuries to his hand and damages to his phone while riding a bike, hitting a pothole and flipping off the bike.

*Invoice  
deny & send  
notice of Disallowance*

*Susan Richards*  
\_\_\_\_\_  
City Clerk

8.4

II

Handwritten text, possibly a signature or name, located in the lower-left quadrant.

DATE RECEIVED 7-25-12

RECEIVED BY L Long

CLAIM NO. 8-120

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JUL 25 '12 AM 9:58

- 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: Shana Hall
- 2. Home address of Claimant: 3627 S. 12th St. Sheboygan Wis. 53081
- 3. Home phone number: 414-659-7310 - sister's phone - Amber
- 4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 7-21-12 (4:00pm)

6. Where did damage or injury occur? (give full description) S. 12th St. in front of Roosevelt park.

7. How did damage or injury occur? (give full description) Riding bike, hit a pothole with bike tire, flipped off the bike hurt hand and also broke phone in pocket

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: road on S. 12th St. in front of Roosevelt park

(b) Claimant's statement of basis for such liability: broke phone and would like it replaced.

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").

When flipped off bike, phone was broken in pocket

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ \_\_\_\_\_

Property: \$ 45

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ 8

~~1500~~ 45.00

Damaged vehicle (if applicable)

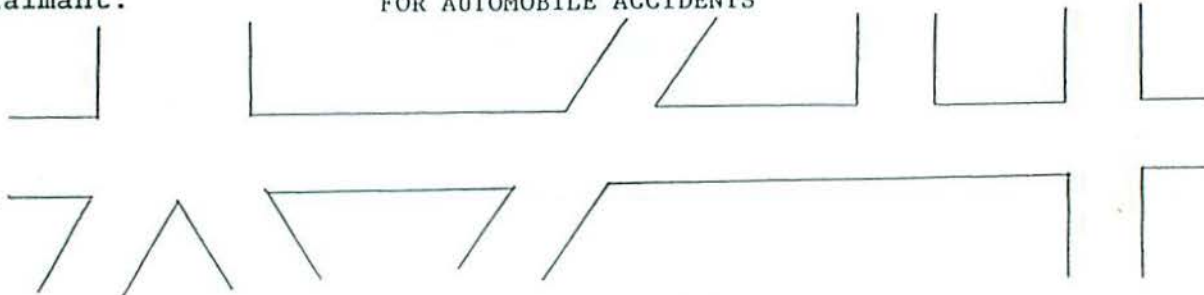
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

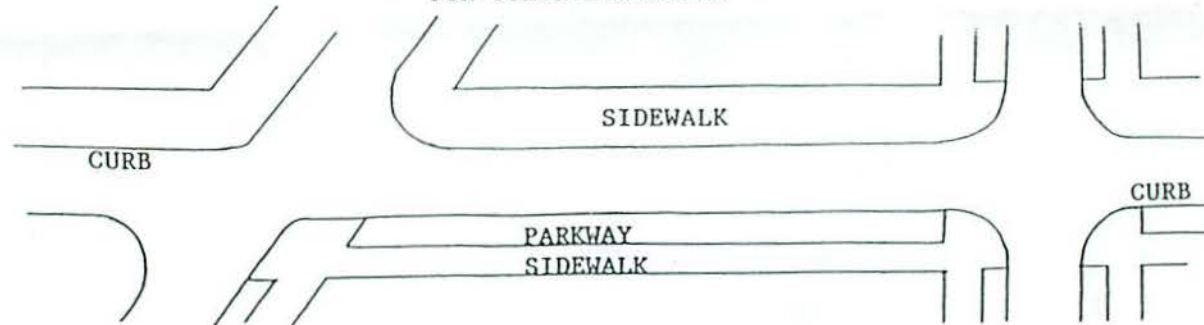
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Shane Hill

Date: 7-25-12

DATE RECEIVED 7-25-12

RECEIVED BY L Long

CLAIM NO. 8-12

CLAIM

JUL 25 '12 AM 9:59

Claimant's Name: Sharna Hall Auto \$ \_\_\_\_\_

Claimant's Address: 3627 S. 12th St. Property \$ 15

Apt. #5, Sheboygan WI Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 414-559-5192 Other (Specify below) \$ \_\_\_\_\_

but phone is broken - sister's # is 414-659-7310 15.00

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 \$ 15.

Contacted Verizon, was told replacement phone would cost \$45.

Sharna Hall

SIGNED: Sharna Hall

DATE: 7-25-12

ADDRESS: 3627 S. 12th St. Apt. #5  
Sheboygan Wis 53681

II

4.4

R. O. No. 106 - 12 - 13. By CITY CLERK. August 6, 2012.

Submitting a communication from Alderperson Kath and Alderperson Heidemann forwarding an email from Nicole Robinson regarding "Undercut Tree Removal & Landscaping" operating their business in a residential area.

~~L.R.~~  
Jill

Susan Richards  
City Clerk

11

11

11

**FW:**

Joseph Heidemann [jheidemann@rcspkg.com]

**Sent:** Tuesday, July 31, 2012 8:33 AM**To:** Alderperson Julie Kath**Attachments:** trucks 1.jpg (455 KB) ; trucks 3.JPG (3 MB) ; trucks2.jpg (415 KB) ; trucks3.jpg (151 KB)

Julie,

This individual was talked to before about the parking issue. I hope you can help that neighborhood with this problem. Thanks.

Joe Heidemann

**From:** Clark Robinson [mailto:niccla@att.net]**Sent:** Monday, July 30, 2012 7:39 PM**To:** Julie.kath@cisheboygan.wi.us**Cc:** Joseph Heidemann; niccla@att.net**Subject:**

Julie,

I am sending you an e-mail to see if anything can be done in regards to a business in a residential neighborhood. We have patient over the past two years but this has effected our everyday life. We come home each night to trucks and employees parked on the street. Trucks are parked illegal opposite of traffic flow. We also would like to pull our boat from our drive way. there have been days when our drive way is blocked. Trucks have been left on the road for 8-10 days with the transmission pulled and the truck on blocks.

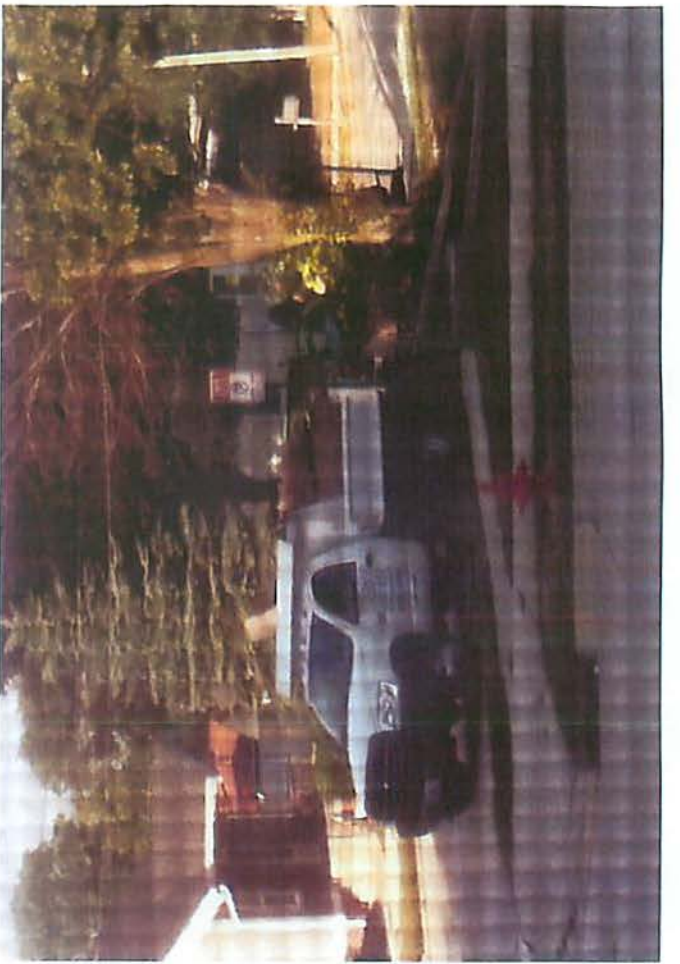
We pay taxes to live in a residential area not commercial. Two years has been long enough. I issued concerns in the past with little change. The move the trucks for a few months and then it all comes back. please see the attached pictures.

939 29th street. We live at 2903 wilgus our driveway is on 29th street

Thank you

Nicole Robinson

This e-mail and any files transmitted with it may contain information that is privileged, confidential, and protected from disclosure and it is intended solely for the use of the individual or entity to whom it is addressed. If you are not the named addressee, or responsible for delivery of the message to such person, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system.



May 17, 2011

Lee and Hollie Batt  
939 N. 29<sup>th</sup> Street  
Sheboygan, WI 53081

Re: Noncompliant Landscaping Operation from 939 N. 29<sup>th</sup> Street

Dear Mr. and Mrs. Batt:

The Department of City Development has been made aware and verified that you are operating Undercut Tree Removal & Landscaping, a landscaping business with several large commercial vehicles, from your home located at 939 N. 29<sup>th</sup> Street. Undercut Tree Removal & Landscaping business equipment includes pick-up trucks, bucket trucks, other various trucks and equipment located in the homes driveway and on N. 29<sup>th</sup> Street. All of the vehicles and equipment advertise the Undercut Tree Removal & Landscaping business.

For your information, 939 N. 29<sup>th</sup> Street is zoned Suburban Residential (SR-5). Undercut Tree Removal & Landscaping violates the following sections of the City of Sheboygan Zoning Ordinance:

- Section 15.105(2)(c) - The Suburban Residential (SR-5) zone

The Suburban Residential (SR-5) zone is one of the City's more restrictive single-family zones. The SR-5 zone does not permit or conditionally permit a landscaping business to operate from a single-family home.

- Section 15.706(2)(f) - Requirements for Exterior Storage in Residential Zoning Districts

Commercial vehicles, except for one pick-up or van operated by the occupant of a dwelling, may **not** be stored in residential districts.

Therefore, the Department of City Development is informing you that you are illegally operating Undercut Tree Removal & Landscaping business from your home located at 939 N. 29<sup>th</sup> Street

This letter is informing you that Undercut Tree Removal & Landscaping will need to cease operations of this illegal business at 939 N. 29<sup>th</sup> Street by **Friday, June 3, 2011**. If the business remains operating after June 3, 2011, citations will be issued and this matter will be forwarded to the City Attorney for further action.

Feel free to contact me with any questions at (920) 459-3377.

Sincerely,

Steve Sokolowski  
Manager of Planning and Zoning

June 7, 2011

Lee and Hollie Batt  
939 N. 29<sup>th</sup> Street  
Sheboygan, WI 53081

Re: Reinspection - Noncompliant Landscaping Operation from 939 N. 29<sup>th</sup> Street

Dear Mr. and Mrs. Batt:

The Department of City Development reinspected 939 N. 29<sup>th</sup> Street in order to see if the noncompliant business had been removed as requested by the City in the attached May 17, 2011 letter. The inspection revealed that the Undercut Tree Removal & Landscaping has not ceased operating as requested - Undercut Tree Removal & Landscaping bucket trucks, other various trucks and equipment located in the homes driveway and on N. 29<sup>th</sup> Street, signs, etc.). All of the vehicles and equipment advertise the Undercut Tree Removal & Landscaping business.

For your information, 939 N. 29<sup>th</sup> Street is zoned Suburban Residential (SR-5). Undercut Tree Removal & Landscaping violates the following sections of the City of Sheboygan Zoning Ordinance:

- Section 15.105(2)(c) - The Suburban Residential (SR-5) zone

The Suburban Residential (SR-5) zone is one of the City's more restrictive single-family zones. The SR-5 zone does not permit or conditionally permit a landscaping business to operate from a single-family home.

- Section 15.706(2)(f) - Requirements for Exterior Storage in Residential Zoning Districts

Commercial vehicles, except for one pick-up or van operated by the occupant of a dwelling, may **not** be stored in residential districts.

Therefore, the Department of City Development is again informing you that you are illegally operating Undercut Tree Removal & Landscaping business from your home located at 939 N. 29<sup>th</sup> Street

This letter is informing you that Undercut Tree Removal & Landscaping will need to cease operations of this illegal business at 939 N. 29<sup>th</sup> Street by **Friday, June 10, 2011**. If the business remains operating after June 10, 2011, citations will be issued and this matter will be forwarded to the City Attorney for further action.

Feel free to contact me with any questions at (920) 459-3377.

Sincerely,

Steve Sokolowski  
Manager of Planning and Zoning

# 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

CITY OF SHEBOYGAN

	Date of Issue	Date of Maturity	Outstanding Jan. 1, 2012	Issued 2012	Payments 2012	Outstanding Dec. 31, 2012
<b><u>GENERAL OBLIGATION BONDED DEBT</u></b>						
G.O. Refunding Bonds - 2006C	7/1/2006	10/1/2022	4,050,000		325,000	3,725,000
G.O. Refunding Bonds - 2006D	7/1/2006	10/1/2022	7,225,000		375,000	6,850,000
G.O. Refunding Bonds - 2006E	7/1/2006	11/1/2018	4,915,000		590,000	4,325,000
G.O. Corporate Bonds - 2007B	9/1/2007	10/1/2026	7,700,000		100,000	7,600,000
G.O. Refunding Bonds - 2008	5/15/2008	4/1/2013	365,000		180,000	185,000
G.O. Refunding Bonds - 2010B	6/7/2010	4/1/2027	7,825,000		565,000	7,260,000
G.O. Refunding Bonds - 2010C	10/18/2010	10/1/2010	1,775,000		845,000	930,000
<b>Total General Obligation Bonded Debt</b>			<b>\$33,855,000</b>		<b>\$2,980,000</b>	<b>\$30,875,000</b>

<b><u>GENERAL OBLIGATION LONG TERM NOTES</u></b>						
G.O.Prom Note 2002A	10/15/2002	10/1/2012	175,000		175,000	-
G.O.Prom Note 2002B	10/15/2002	10/1/2012	1,110,000		1,110,000	-
State Trust Fund Loan	7/3/2002	3/15/2012	35,831		35,831	-
State Trust Fund Loan	7/3/2002	3/15/2012	35,941		35,941	-
DNR Seawall Loan	12/23/2002	12/15/2023	881,421		80,129	801,292
G.O. Prom Notes - 2004A	3/15/2004	12/1/2013	475,000		225,000	250,000
G.O. Prom Notes - 2004B	3/15/2004	12/1/2013	300,000		150,000	150,000
DNR Land Recycling Loan	4/14/2004	5/1/2023	477,871		39,822	438,049
State Trust Fund Loan	11/21/2005	3/15/2015	247,038		58,155	188,883
State Trust Fund Loan	7/5/2006	3/15/2016	119,330		22,022	97,308
G.O. Promissory Notes - 2006A	4/5/2006	10/1/2015	1,900,000		400,000	1,500,000
G.O. Promissory Notes - 2006B	4/5/2006	10/1/2015	850,000		200,000	650,000
G.O. Promissory Notes - 2007A	4/15/2007	10/1/2016	1,350,000		200,000	1,150,000
G.O. Promissory Notes - 2008	5/15/2008	10/1/2017	2,275,000		250,000	2,025,000
State Trust Fund Loan	11/1/2009	3/15/2014	614,424		197,766	416,658
G.O. Promissory Notes - 2010A	6/7/2010	4/1/2020	1,870,000		190,000	1,680,000
G.O. Promissory Notes - 2011A	9/29/2011	10/1/2016	670,000		130,000	540,000
G O Promissory Notes - 2012A				4,745,000	-	4,745,000
<b>Total General Obligation Notes</b>			<b>\$13,386,856</b>	<b>\$4,745,000</b>	<b>\$3,499,666</b>	<b>\$14,632,190</b>

<b><u>MORTGAGE NOTES</u></b>						
SDC Mortgage Notes	1/16/1995	Unknown	225,000		-	225,000
<b>TOTAL DEBT OUTSTANDING</b>			<b>\$47,466,856</b>	<b>\$4,745,000</b>	<b>\$6,479,666</b>	<b>\$45,732,190</b>

**2012 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS**

	<b>Fund Balance Jan. 1, 2012</b>	<b>Budgeted Revenue</b>	<b>Tax Levy</b>	<b>Budgeted Expenditures</b>	<b>Estimated Fund Balance Dec. 31, 2012</b>
General Fund	\$ 13,171,525	\$ 20,196,707	\$ 15,384,886	\$ 34,661,593	\$ 14,091,525
Special Revenue	2,663,862	5,742,457	2,377,053	8,119,510	2,663,862
Debt Service	6,857,907	6,827,227	2,910,747	9,737,974	6,857,907
Capital Projects	4,267,678	2,011,519	-	2,011,519	4,267,678
Enterprise	9,127,143	12,698,432	511,559	13,209,991	9,127,143
Internal Service	8,694,941	12,866,094	-	12,866,094	8,694,941
Trust/Agency	<u>1,834,919</u>	<u>57,300</u>	<u>-</u>	<u>57,300</u>	<u>1,834,919</u>
<b>Total</b>	<b><u>\$ 46,617,975</u></b>	<b><u>\$ 60,399,736</u></b>	<b><u>\$ 21,184,245</u></b>	<b><u>\$ 80,663,981</u></b>	<b><u>\$ 47,537,975</u></b>

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>
<b>101 GENERAL FUND</b>									
<b>10111220 - CITY BUILDINGS - MSB BUILDING</b>									
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			
<b>10111250 - CITY BUILDINGS - FISH SHANTIES</b>									
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			
<b>10111260 - CITY BUILDINGS - RENTALS</b>									
462115	OTHER CITY RENTALS	500	500	500	500	500			
	10111260 - CITY BUILDINGS - RENTALS	500	500	500	500	500			
<b>10113100 - CITY CLERK</b>									
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			

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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>
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			
	<b>10113100 - CITY CLERK - TOTAL</b>	<b>298,685</b>	<b>283,755</b>	<b>283,755</b>	<b>283,755</b>	<b>283,755</b>			
	<b>10115100 - FINANCE</b>								
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

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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>
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			
	<b>10115100 - FINANCE - TOTAL</b>	<b>30,255,904</b>	<b>30,279,774</b>	<b>30,279,774</b>	<b>30,479,774</b>	<b>30,491,774</b>			
	<b>10119100 - LEGAL</b>								
441116	JURY & WITNESS FEES	2,000	2,000	2,000	2,000	2,000			
441611	PUBLIC INFORMATION REQUEST	300	300	300	300	300			
	<b>10119100 - LEGAL - TOTAL</b>	<b>2,300</b>	<b>2,300</b>	<b>2,300</b>	<b>2,300</b>	<b>2,300</b>			
	<b>10121100 - POLICE DEPARTMENT - ADMINISTRATION</b>								
422801	RESIDENTIAL 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			
	<b>10121100 - POLICE - ADMIN - TOTAL</b>	<b>689,648</b>	<b>620,860</b>	<b>620,860</b>	<b>620,860</b>	<b>620,860</b>			
	<b>10121130 - POLICE DEPARTMENT - COMMUNICATIONS</b>								
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
	<b>10121130 - POLICE - COMMUN - TOTAL</b>	<b>3,500</b>	<b>4,500</b>	<b>4,500</b>	<b>4,500</b>	<b>5,500</b>			
	<b>10121150 - POLICE DEPARTMENT - PARKING ENFORCEMENTS</b>								
451406	PARKING VIOLATIONS	200,000	200,000	200,000	200,000	200,000			

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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>
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								

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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
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	-			
	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			

not needed -2013 revenue exceeds expenses

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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	-			
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			

no decrease to MV fund

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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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
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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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
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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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
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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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
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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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
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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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
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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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
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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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
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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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
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>	2012 <u>APPROVED</u> <u>BUDGET</u>	2013 <u>DEPARTMENT</u> <u>BUDGET</u>	2013 <u>PRELIMINARY</u> <u>BUDGET</u>	2013 <u>COMMITTEE</u> <u>BUDGET</u>	2013 <u>EXECUTIVE</u> <u>BUDGET</u>	2012 <u>Actual</u> <u>6 Mo.</u>	2011 <u>Actual</u> <u>USEAGE</u>	2010 <u>Actual</u> <u>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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<u>OBJECT</u>	<u>DESCRIPTION</u>	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
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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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
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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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
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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<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	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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OBJECT	DESCRIPTION	2012	2013	2013	2013	2013	2012	2011	2010
		APPROVED BUDGET	DEPARTMENT BUDGET	PRELIMINARY BUDGET	COMMITTEE BUDGET	EXECUTIVE BUDGET	Actual 6 Mo.	Actual USEAGE	Actual USEAGE
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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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
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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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	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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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
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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<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>
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
	10134001 - SANITATION - GARBAGE - TOTAL	1,656,778	1,649,694	1,655,802	1,675,802	1,634,443			Plus 3%

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<u>OBJECT</u>	<u>DESCRIPTION</u>	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	
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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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
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

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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
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			

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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
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	-	-	-

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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	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			

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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
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								

Date 08-06-2012

My name is Adam STRAUSS

I am requesting a waiver to the Sexual Residency Requirements so I may live at 2638 N 19th Street

Sheboygan WI 53083

Signature 

Phone No (920)-946-8138

AUG 14 '12 10:58

*Millennium Properties Inc.  
1301 Erie Avenue  
PO Box 53  
Sheboygan WI 53081  
920-457-7383*

City of Sheboygan

RE: Removal of No Parking sign

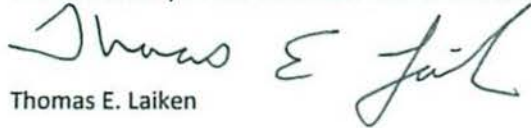
To Whom it may concern,

I am the owner of a building and business( Zodiak Bar ) located at 2518 N. 15<sup>th</sup> Street in Sheboygan.

Presently there is a No Parking sign from 8am to 4pm located on the ( South ) Martin Avenue side of my building.

I am requesting that this sign be eliminated to allow additional parking for my customers.

Thank You for your consideration in this matter,

  
Thomas E. Laiken

August 5, 2012

David Kuckuk  
Parks Director  
City of Sheboygan  
2026 New Jersey Ave.  
Sheboygan, WI 53081

Dear Dave,

**XTERRA RACE**

I would like to thank you for allowing us to use Quarryview and Evergreen Parks for the second annual XTERRA off-road triathlon, held on June 30th. The race, as you know, is co-sponsored by Elkhart Lake Multi-Sports and Sheboygan-based FAT KATS Mountain biking club. This event was grown from a single race with 100 participants in 2011, to two simultaneously run races with 139 participants. Our feed back from the athletes has been great and we enjoy showcasing the best Sheboygan has to offer.

We would like to take the event to the next level, becoming one of seven Regional Championship in the nation. We are hoping the race could grow to 250 to 300 racers. To do this, the sanctioning body needs confirmation that the venue can be reserved. In particular, we would like to rent the Quarryview shelter on June 28th and 29th, 2013. (The race would be held on the 29th.) Currently the Quarryview shelter is not available for summer reservations due to the uncertain nature of the park's operation. I respectfully ask if we could reserve the shelter within the next month, for the noted days, in order to start our planning process.

Again, I thank you for your cooperation in the past, and I look forward to our continued interaction.

Sincerely,



Brett Edgerle  
365 Olmsted Ct.  
Kohler, WI 53044  
[bedgerle@yahoo.com](mailto:bedgerle@yahoo.com)  
920.698.0971

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OFFICE USE ONLY  
APPLICATION NO.: \_\_\_\_\_  
RECEIPT NO.: 121454  
FILING FEE: \$200.00 (Payable to City of Sheboygan)

AUG 7 '12 AM 11:47

**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: STEVEN SCHMITT PHONE NO.: (920) 457-4426  
ADDRESS: 2104 UNION AVE E-MAIL: sschmitt@schmitt.ce  
OWNER OF SITE: JOS SCHMITT & SONS PHONE NO.: (920) 946-0991

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: LOT 3, SEE ATTACHED DRAWING  
LEGAL DESCRIPTION: SEE ATTACHED DRAWING

PARCEL NO. \_\_\_\_\_ MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: UR

PROPOSED ZONING DISTRICT CLASSIFICATION: SC

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: VACANT

LOT

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: OFFICE /

RETAIL

Parcel #

**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? CONSISTANT WITH PROPERTIES

TO THE WEST & SOUTH

\_\_\_\_\_

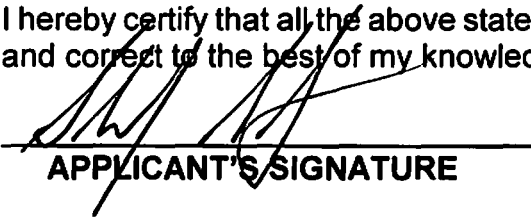
\_\_\_\_\_

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

CONSISTENT WITH PROPERTIES TO THE WEST  
& SOUTH AND WITH THE USE OF DETAIL #  
OFFICE USE

#### 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

7/20/2017  
\_\_\_\_\_  
DATE

STEVEN J SCHMITT  
\_\_\_\_\_  
PRINT ABOVE NAME

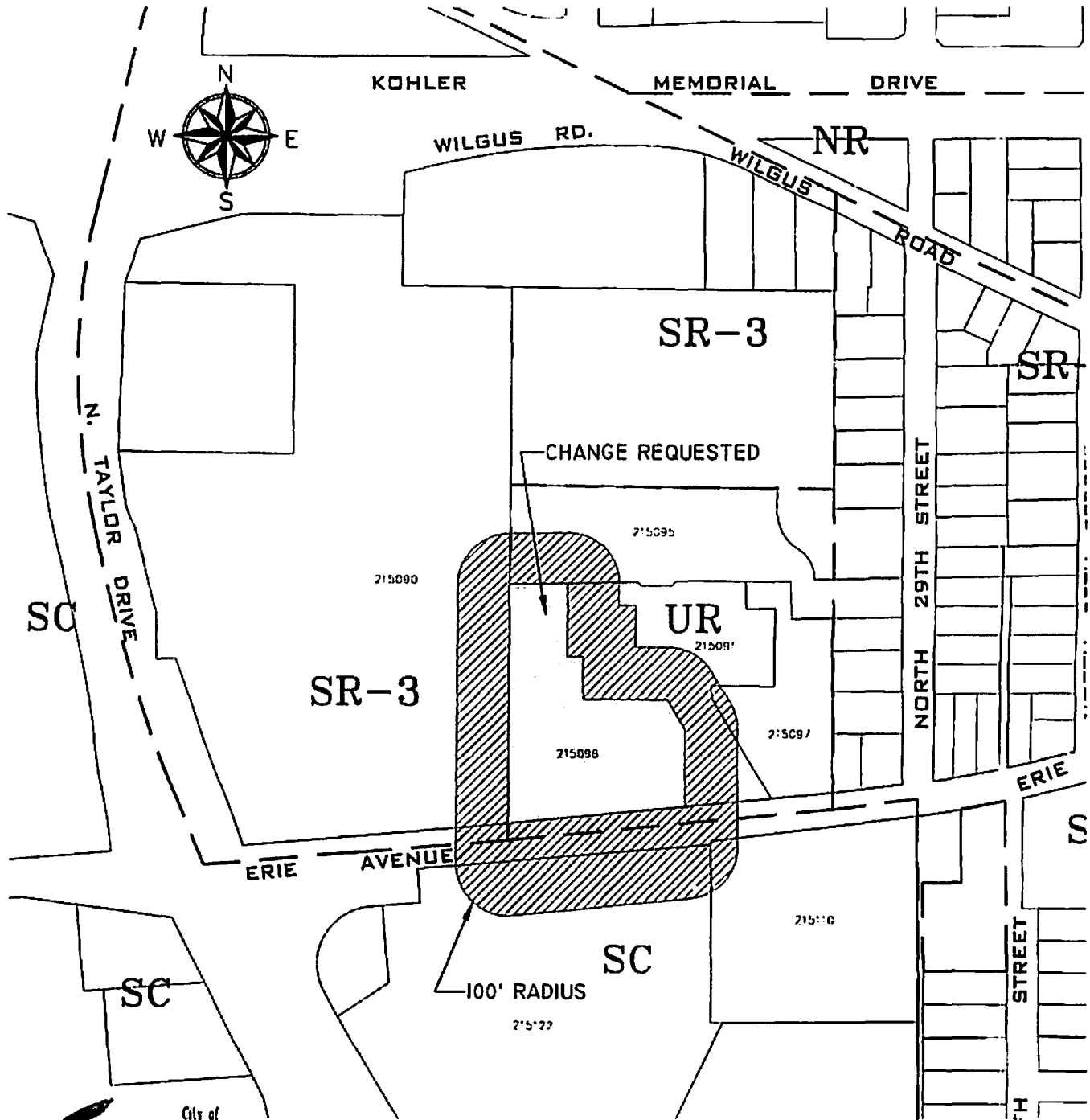
#### APPLICATION SUBMITTAL REQUIREMENTS

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.

# PROPOSED ZONING CHANGE URBAN RESIDENTIAL TO SUBURBAN COMMERCIAL SECTION 21, T.15N., R.23E.

LOT 3 OF A CSM RECORDED IN VOLUME 24, PAGES 244-246  
LOCATED IN THE EAST HALF OF SECTION 21, T.15N., R.23E. IN  
THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WI.



**Scott Walker**  
Governor

**Gary H. Hamblin**  
Secretary



3422 Wilgus Avenue  
Sheboygan, WI 53081

Phone (920) 459-3499  
Fax (920) 459-4386

**State of Wisconsin**  
**Department of Corrections**

AUG 13 12 PM 2:5

August 15, 2012

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of Andrew D Tershner.

Respectfully,

Nicole Johnson  
Probation/Parole Agent 70816  
(920) 459-3499

*1123/1125 N. 14<sup>th</sup> St or 930A Michigan Ave.*



# SHEBOYGAN COUNTY

**Greg Schnell**  
*Highway Commissioner*

August 7, 2012

City of Sheboygan  
Department of Public Works  
Director of Public Works Dave Biebel  
2026 New Jersey Avenue  
Sheboygan WI 53081

Dear Dave:

Enclosed are the documents relative to the transfer of right of way along South Business Drive. The "Nominal Payment Parcel – Waiver of Appraisal" form is provided as a work sheet for your benefit. It does not need to be signed, or returned to us. It shows what the area which the city will transfer to the county would be worth if it were sold at the rate which you are currently asking for property in the industrial park. We have also enclosed a copy of the completed right of plat, and the brochure "The Rights of Land Owners Under Wisconsin Eminent Domain Law". These are provided for your use, as is required by state statute.

The "Donation – Waiver of Appraisal Recommendation and Approval" form will need to be signed by the Mayor, and the Clerk. They also need to sign the "Deed by Corporation". On that document, their signatures need to be notarized. Please have the Mayor sign the "Statement to Construction Engineer" form. It does not need to be notarized.

If you need anything else, please call.

Sincerely,

Greg Schnell  
Transportation Director

GS/ag

Enclosures

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL  
RECOMMENDATION AND APPROVAL**

LPA1897 04/2010 (Replaces LPA3041) Ch. 32 Wis. Stats.

Owner The City of Sheboygan, A Municipal Corporation	Area and Interest Required 0.676 acres in fee
---	--

**Allocation**

Land	<u>0.676</u>	acres	X	\$ 22,000.00	/ac	=	\$ 14,872.00
		acres	X	\$	/ac	=	\$
Permanent Limited Easement		acres	X	\$	/ac	=	\$
Temporary Limited Easement		acres	X	\$	/ac	=	\$
Fencing						=	\$
Landscaping						=	\$
Improvements						=	\$
Other						=	\$
						=	\$
				Total Damages		=	\$
						=	\$
				Rounded To		=	\$ 14,872.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X (Owner) _____	X (Owner) _____
(Date)	(Date)

X (Owner) _____	X (Owner) _____
(Date)	(Date)

**For Office Use Only**

**APPROVED FOR:**

X  
\_\_\_\_\_  
(Date)

Project ID 4996-01-21	County Sheboygan	Parcel 7,12 & 13
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# THE RIGHTS OF LANDOWNERS

Under Wisconsin  
Eminent Domain Law

Procedures Under  
sec. 32.05  
Wisconsin Statutes

Highways, Streets, Storm & Sanitary Sewers  
Watercourses, Alleys, Airports, and Mass Transit Facilities

## **FOREWORD**

This pamphlet is published by the Wisconsin Department of Commerce in cooperation with the Attorney General, pursuant to sec. 32.26 (6), of Wisconsin statutes. The pamphlet is to be given to property owners or their representatives by the acquiring authority prior to initiation of negotiations for property being acquired for a public project.

The material in this pamphlet provides information on how the condemnation process works in Wisconsin. It should serve as a reference for you, but it is not intended to cover every possible eventuality or every right you may have in individual cases. A further source of information is Chapter 32 of the Wisconsin statutes which contains the law that is summarized in this pamphlet.

Direct questions about this pamphlet to:  
Relocation Unit  
Bureau of Community Finance  
Department of Commerce  
P.O. Box 7970, Madison, WI 53707  
(608)264-7822

The Department of Commerce does not discriminate on the basis of disability in the provision of services or in employment. If you need this printed material interpreted or in a different form, or if you need assistance in using Commerce services, please contact us.

## INTRODUCTION

In recent times there has been an increasing demand placed upon government for services in transportation, education, utilities, housing and other areas of public concern. At the same time, the available supply of land for these projects has been shrinking dramatically. Consequently, government has had to resort to its right to acquire private land for public uses even without the consent of private owners—the eminent domain power.

This power derives from the Wisconsin Constitution, Art. IX, sec. 3. The Legislature has

### **FEDERAL LAW**

When a project is receiving federal financial assistance, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) may provide additional or different protections than those outlined in this pamphlet. You should receive supplemental information from the acquiring authority if federal law applies.

delegated this power by statute to numerous authorities and has specified the purposes for which such power can be used. Generally, departments, municipalities, boards, commissions, public officers, and various public and quasi-public corporations are delegated this power. Some of the purposes for which the Legislature has specified that condemnation can be used are highway construction or improvement, reservoirs, dams, public utility sites, waste treatment facilities, city redevelopment and energy lines.

Wisconsin has long had statutes regulating the exercise of eminent domain power. This pamphlet is intended to give citizens information about Wisconsin's eminent domain procedure, the workings of the condemnation process, and the rights of property owners in this process. It is, by necessity, of a general nature and is not a substitute for legal advice in individual cases, since many aspects of Wisconsin law cannot be covered in general terms. Another source of information for citizens is the particular authority which is acquiring the property.

The goal is to achieve equality of information for both parties during the negotiation process and to reach satisfactory settlements, equitable to both the property owner and the public.

## THE LANGUAGE OF EMINENT DOMAIN

(This glossary defines terms used in the pamphlet)

### **Acquiring Authority**

A public or quasi-public entity vested with the constitutional or statutory power to acquire private property for a public use.

### **Additional Items Payable**

Persons displaced by the public project are to be fairly compensated by the payment of relocation assistance and assistance in the acquisition of replacement housing.

### **Appraisal**

A written report, by a professional and disinterested person skilled in valuation, describing the property that is to be acquired and reaching a documented conclusion as to the fair market value of such property.

**Award of Compensation**

A document which is served upon a property owner after a refusal of a jurisdictional offer, stating the amount of just compensation. It names all persons with a record interest in the property, describes the property acquired, and includes the date of occupancy by the acquiring authority. The recording of this document passes title in the property to the acquiring authority. This term also describes the payment made to the property owner for the property. For negotiated sales, the amount of compensation is stated in the conveyance.

**Condemnation Commission**

A group of local residents, appointed by the circuit court of a county for fixed terms, who have the authority to determine just compensation for the property being acquired. **Date of Acquisition and Date of Evaluation** The day on which the award of compensation is recorded in the office of the register of deeds in the county where the land is located. The fair market value of the property on this day is just compensation to the property owner for the acquisition. For negotiated sales, the date of acquisition and the date of evaluation is the date the conveyance is recorded with the register of deeds.

**Easement**

An interest in real property which gives the acquiring authority the legal right to use the property for a specific purpose or to restrict the property owner's use of the land. Ownership and title to the property remain with the property owner.

**Eminent Domain**

The power of the state to acquire private property for a public use.

**Fair Market Value**

The amount for which property could be sold in the open market between a willing buyer and a willing seller.

**Full Narrative Appraisal**

A detailed and comprehensive description of the process an appraiser uses to reach a documented conclusion of a property's fair market value. The report must contain the appraiser's rationale for determining value and be documented by market data which supports the appraiser's rationale.

**Incidental Expenses**

Reasonable and necessary amounts, defined by statute, payable to the owner of real property acquired for a public use. Generally, incidental expenses compensate for expenses you may incur in transfer of your property to the acquiring authority. They include recording fees, mortgage prepayment penalties and other items.

**Jurisdictional Offer**

A written notice given by the acquiring authority to the owner of property and any mortgagee of record which informs the recipients of the proposed public use, what property is being acquired, and the amount of compensation to be paid.

**Kline Law**

A special condemnation procedure provided by the Legislature for condemnations by the City of Milwaukee.

**Lis Pendens**

A notice filed with the register of deeds within 14 days of the jurisdictional offer to notify all interested parties that the property described is in the process of being acquired for a public use.

**Litigation Expenses**

The sum of the costs, disbursements and expenses including reasonable attorney, appraisal and engineering fees necessary to prepare for, or participate in, actual or anticipated proceedings before a condemnation commission or any court.

**Relocation Order**

An order issued by the acquiring authority describing the proposed public project. It describes the old and new locations and includes all property needed for the project. Within 20 days after its issuance it must be filed with the county clerk in the county in which the lands are located.

**Severance Damages**

Damages which may result when only part of a person's property is condemned. Generally, these items of damage compensate for any loss in value of the remaining property due to the acquisition.

**Uneconomic Remnant**

Any portion of the property remaining after a partial acquisition which is of little value or substantially impaired economic viability due to its size, shape or condition.

**PART ONE  
BEFORE NEGOTIATIONS TO ACQUIRE PROPERTY BEGINS**

After you have been contacted by the acquiring authority, you have the right to a full narrative appraisal of the property sought to be acquired. This appraisal is done by an appraiser hired or employed by the agency, and the law requires the appraiser to confer with the owner or the owner's representative, if reasonably possible, when making the appraisal. Any and all appraisals made by the acquiring authority must be provided to you.

You have the right to have your own full narrative appraisal of the property made by a qualified appraiser. The reasonable cost of this appraisal may be submitted to the acquiring authority for payment, if the appraisal meets the standards set forth in sec. 32.09 of Wisconsin statutes, but, if you have such an appraisal made and wish to be paid for its cost, it must be submitted to the authority within 60 days after you receive the authority's full narrative appraisal. Your appraisal will be considered during negotiations.

The acquiring authority is required to file a relocation order with the county clerk of the county in which your property is located, unless the appraisal estimates that compensation will be less than \$1,000 in the aggregate. This order describes the layout of the project, old and new locations, and the property interests sought to be acquired. It must be filed within 20 days after its issuance by the agency, and is available for public inspection.

If a public project, other than a town highway, involves the acquisition of any interest in any farm operation of more than five acres, the Department of Agriculture, Trade and Consumer Protection (DATCP) may be required to prepare an agricultural impact statement prior to the

acquisition of any land. Even if the acquisition is less than five acres, DATCP may prepare a statement if the acquisition will have a significant effect on the farm operation.

If an environmental impact statement is required by another statute, the requirements of the agricultural impact statement may be met by the environmental impact statement. Also, if an easement for an electric transmission line, excluding a high voltage line, is being acquired over a farm operation, an agricultural impact statement is not required.

A "farm operation" is defined by law as an activity conducted primarily for the production of commodities for sale or home use in such quantity that the commodities contribute materially to the support of the farm operator.

The acquiring authority may gather the necessary information for the impact statement. DATCP must prepare the statement within 60 days after receiving the information from the acquiring authority. After preparation, the statement must be published by DATCP. For a 30 day period after publication, the acquiring authority is precluded from negotiating with the property owner or making a jurisdictional offer.

The law also requires that the agricultural impact statement be distributed by DATCP to various offices and individuals. You can obtain a copy from your local library or from any local unit of government in the area affected. You may also request a copy directly from DATCP.

## **PART TWO THE NEGOTIATION PERIOD**

After a relocation order has been filed and appraisals are completed, the acquiring authority must attempt to negotiate with the owner or the owner's representative for purchase of the needed property. The statutes require that you be provided an informational pamphlet on eminent domain procedure before negotiation begins. If you are also displaced as a result of the acquisition, the law requires that you receive a pamphlet on relocation benefits. The owner's full narrative appraisal must be considered as a part of the negotiation. Also, any rights you may have for additional items payable (relocation benefits) can be included in the negotiations.

During negotiations, the acquiring authority must provide a map showing all property affected by the proposed project. Along with this map you must be given the names of at least 10 neighboring landowners to whom offers are being made. The names of all offerees if less than 10 owners are affected must be given. Any maps in the possession of the authority showing the property affected can be inspected, and copies will be made available at reasonable cost. At this point, condemnation is not involved, only negotiations for purchase.

If you agree to a negotiated purchase, the acquiring authority must record the conveyance with the register of deeds in the county where the land is located. Also, all owners of record should receive by certified mail the conveyance and a notice of their right to appeal within six months after the date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner. The procedure used for this appeal is described in Parts 6 and 7 of this pamphlet, except that an appeal from a negotiated price must be taken within six months. The date the conveyance is recorded is the date of acquisition.

### **PART THREE PARTIAL ACQUISITIONS AND EASEMENTS**

If only a part of your property is acquired, other than for an easement, two different calculations may be made to determine the fair market value of the part acquired. In such partial acquisitions, fair market value is the greater amount of either the fair market value of the part acquired or the difference between the value of your property before the acquisition and its value after, giving effect to severance damages set forth in sec. 32.09 of Wisconsin Statutes.

If only part of your property is acquired and you are left with an uneconomic remnant, the acquiring authority must also offer to acquire the uneconomic remnant. You must consent to the acquisition in order for the remnant to be acquired.

When an easement over your property is acquired, the compensation required is the difference between the value of your property immediately before the date of evaluation and its value immediately after the date of evaluation. Severance damages may also be paid where such damages exist and are allowed by statute.

If your land is zoned or used for agricultural purposes and an easement is acquired for a high voltage transmission line or a fuel pipeline, you will be entitled to choose between a lump sum payment for the easement or an annual payment representing just compensation for the acquiring of the easement for one year. The acquiring authority should be able to answer any questions on your eligibility for this choice and the terms of each alternative. Sec. 32.09 (6r) (a), (b), and (c) of Wisconsin statutes details the law on lump sum versus annual payments.

### **PART FOUR THE JURISDICTIONAL OFFER TO PURCHASE**

If negotiations do not lead to a purchase of the needed interest by the acquiring authority, a jurisdictional offer must be given to the owner and to any mortgagee of record. You will receive the notice by personal service or by certified mail.

This very important document will provide you with vital information on the acquisition of your property. Items that must be included are a statement of the nature of the project, a description of the property to be acquired, and a statement of the proposed date the acquiring authority will occupy the property. Included in the document is the amount of compensation to be paid for your property, including a statement that any additional items payable may be claimed for relocation assistance. An owner has 20 days from the receipt of this offer to accept or reject it.

Within fourteen days from the day you receive the jurisdictional offer, a lis pendens will be filed with the register of deeds in the county where the property is located. The lis pendens provides notice to any interested party of the possibility that the property may be acquired for a public use.

If you accept the jurisdictional offer, title will be transferred and you will be paid the amount specified in the offer within 60 days. This 60 day period can be extended by mutual written consent of the property owner and the acquiring authority. Incidental expenses for which you may be eligible under sec. 32.195 of the statutes relating to transfer of your property to the acquiring authority will also be paid. If the property owners of record reject the jurisdictional offer

in writing, or do not act upon it within the 20 day period, the acquiring authority may make an award of compensation.

## **PART FIVE THE AWARD OF COMPENSATION**

This procedure allows the acquiring authority, after the jurisdictional offer is rejected or not accepted, to make a written declaration stating the amount of compensation to be paid, the description of the property, the date of occupancy and other information. The amount of compensation offered must be equal to or more than the amount of the jurisdictional offer. You will receive a copy of the award by personal service or certified mail.

You will then receive payment for your property, by check, for the amount of compensation provided in the award less any outstanding tax liens and prorated taxes. The acquiring authority may mail the check to you or deposit it with the clerk of the circuit court for your benefit. After payment is made, the award will be recorded with the register of deeds in the county where the land is located. This action passes title to the property to the acquiring authority. This date becomes the "date of acquisition" and any questions as to the value of your property will be resolved based on the value on this date.

## **PART SIX HEARING BEFORE THE COUNTY CONDEMNATION COMMISSION**

As of the date of acquisition, a property owner may appeal to the county condemnation commission from the amount of an award within two years, or from the amount of a conveyance within six months. This is accomplished by applying to the circuit court or county judge in the county where the land is located. Alternatively, this procedure may be waived and a property owner may appeal directly to circuit court. (See Part 7)

A county will have six to 12 commissioners, depending on the county population. They are local individuals, residents of the county or adjoining county, and are appointed by the circuit court. They serve staggered three year terms and generally sit in groups of three.

Within seven days after the chairperson of the commission is notified of the petition by the judge, three of the commissioners are selected to hear the case. The hearing date, time, and place are fixed by the chairperson, and will not be less than 20 days nor more than 30 days from the day the court assigned the petition to the chairperson. At least 10 days prior notice will be given to all parties. The commission proceedings are more informal than court proceedings, and are governed by statute. The amount of the jurisdictional offer or award of compensation cannot, by law, be disclosed to the commission. You have a right to appear and to present evidence. A majority of the members have the power to make all decisions. Within 10 days after the end of the hearing, a written award is made and filed with the clerk of circuit court. The clerk will notify the parties of the award.

Should the commission's award exceed the amount paid by the acquiring authority, and if neither party appeals from the award of the commission to the circuit court, interest is paid on the amount of the increase for the period from the date of acquisition until the date of the commission award, if the amount of the increase is paid within 14 days of the commission award.

If you or the acquiring authority are dissatisfied with the award of the condemnation commission, either can appeal to the circuit court of the county where the property is located. This must be done within 60 days of the filing of the condemnation commission's award. In case of such appeal by you or the acquiring authority, the amount of compensation awarded by the commission is not paid pending outcome of the appeal.

## **PART SEVEN APPEAL OF JUST COMPENSATION TO CIRCUIT COURT**

As of the date of acquisition, a property owner has two years to appeal from the amount of an award of damages, or six months to appeal from the amount of a conveyance. An owner may choose to go first to the condemnation commission (see Part 6), or go directly to circuit court.

The statutes require certain notices and papers to be filed to accomplish an appeal. It would be advisable to secure legal counsel to aid you in your appeal. The procedure may be found in sec. 32.05 (9) of Wisconsin statutes.

You have a right to a jury trial on the issue of just compensation. The measure of just compensation is the fair market value of the property acquired from you as of the date of acquisition, as calculated under sec. 32.09, stats.

You have the right to appeal from the judgment of the circuit court to the court of appeals within six months of the notice of the entry of judgment of the circuit court.

## **PART EIGHT ACTION TO CONTEST THE RIGHT OF CONDEMNATION**

This action challenges the right of the authority to condemn the property described in the jurisdictional offer. This action must be commenced in circuit court within 40 days from the postmark of the certified letter containing notice of the jurisdictional offer.

If you do not challenge the acquiring authority's right to acquire your property within this 40 day period, you will lose your right to do so.

In addition, if you accept and retain any money awarded for your property, you may not challenge the acquiring authority's right to acquire.

In this proceeding, you may challenge any defects in the procedure the authority has used and the "public" nature and necessity of the proposed use.

## **PART NINE LITIGATION EXPENSES AND COSTS**

The law provides for the payment of litigation expenses by the acquiring authority under any one of the following circumstances:

- if it is determined by a court that the acquiring authority does not have the right to condemn;
- if the award of the condemnation commission is greater than the jurisdictional offer, or the highest written offer prior to the jurisdictional offer, by at least \$700. and 15%, and the award is not appealed;
- if the jury verdict approved by the court exceeds the jurisdictional offer or the highest written offer prior to the jurisdictional offer, by at least \$700. and 15%.
- if the property owner appeals an award of the condemnation commission which exceeds the jurisdictional offer or the highest written offer prior to the jurisdictional offer, by at least \$700. and 15%, and the court-approved jury verdict exceeds the award of the condemnation commission by at least \$700. and 15%;
- if the acquiring authority appeals an award of the condemnation commission, and the court-approved jury verdict is \$700. and 15% greater than the jurisdictional offer or the highest written offer prior to the jurisdictional offer;
- if the property owner appeals an award of the condemnation commission which is not 15% greater than the jurisdictional offer or the highest written offer prior to the jurisdictional offer, and court-approved jury verdict is at least \$700 and 15% higher than the jurisdictional offer or highest written offer prior to the jurisdictional offer.

Unless you come under one of these specific categories, you will not be able to recover litigation expenses from the acquiring authority.

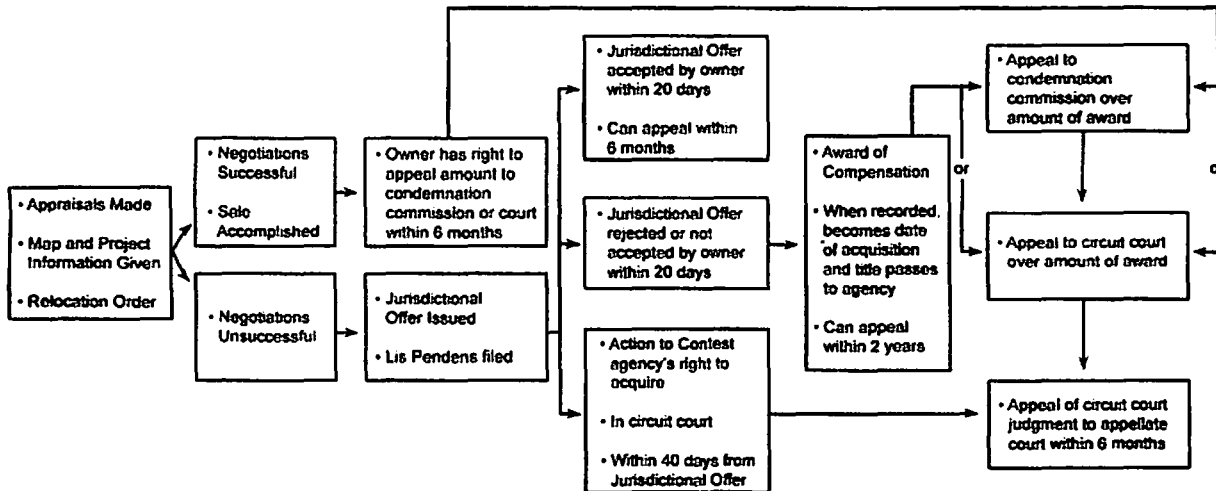
The Legislature has provided "costs" (statutorily determined payments to successful parties in proceedings challenging just compensation) to litigants who are successful but who do not fit into any of the categories mentioned above. If the just compensation awarded by the court or condemnation commission exceeds the jurisdictional offer or the highest written offer prior to the jurisdictional offer, the property owner will be deemed the "successful" party. You may be required to pay "costs" to the acquiring authority if you are unsuccessful in challenging the compensation you have received or the acquiring authority's right to acquire the property. "Costs" are defined in Ch. 814 of Wisconsin statutes.

## **PART TEN OCCUPANCY**

No occupant may be required to move from a dwelling or move a business or farm without at least 90 days' written notice from the acquiring authority. An occupant shall have rent free use of the property for 30 days beginning with the 1st or 15th day of the month after title vests in an agency, whichever is sooner. Rent charged for use of a property between the date of acquisition

and the date of displacement may not exceed the economic rent, the rent paid by a tenant to the former owner or the occupant's financial means if a dwelling, whichever is less.

The acquiring authority may not require the persons who occupied the premises on the date title vested in the acquiring authority to vacate until a comparable replacement property is made available. If you damage or destroy any acquired property after the date that title vests in the acquiring authority, you may be liable for the damage.



# DONATION - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

LPA1896 09/2011 (Replaces LPA3040) Ch. 32 Wis. Stats.

Owner City of Sheboygan, a Wisconsin Municipal Corporation	
Acres/Sq. Ft. Required 0.676 acres	Interest Required Fee

The undersigned owner(s) of the above lands declare intent to dedicate said lands.

Having been fully informed of the right to have the property appraised and to receive just compensation based upon an appraisal, the undersigned further state that the decision to dedicate said lands was made without any undue influence or coercive action of any nature, and that the right to an appraisal and to just compensation is hereby waived.

It is intended that the instrument of conveyance will be executed upon presentation by Sheboygan County, a Municipal Corporation's agents or representatives.

Owner signature \_\_\_\_\_ Date \_\_\_\_\_

**Terry Van Akkeren, Mayor**  
Print name

Owner signature \_\_\_\_\_ Date \_\_\_\_\_

**Susan Richards, Clerk**  
Print name

APPROVED FOR:

**Sheboygan County, a Municipal Corporation**  
Municipality name

Approval signature \_\_\_\_\_ Date \_\_\_\_\_

**Greg Schnell, Highway Commissioner**  
Print name and title

Project ID: 4996-01-21	County: Sheboygan	Parcel No.: 7,12 &13
------------------------	-------------------	-------------------------

**DEED BY CORPORATION**

Exempt from fee: s. 77.25(2r) Wis. Stats.  
Exempt from filing transfer form s. 77.255 Wis. Stats.  
LPA1546 9/2009 (Replaces LPA3005)

THIS DEED, made by the City of Sheboygan, a Wisconsin Municipal Corporation duly organized and existing under the laws of the State of Wisconsin and duly authorized to transact business in the State of Wisconsin, with its principal place of business at 828 Center Avenue City of Sheboygan, County of Sheboygan, State of Wisconsin, GRANTOR, conveys and warrants the property described below to Sheboygan County, a Municipal Corporation, GRANTEE, for the sum of Mutual benefits dollars (\$ Mutual Benefits)

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None.

**Legal Description:** Part of the SE ¼ SE ¼ section 4, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.  
Commencing at the S ¼ corner section 4, T14N, R23E; thence S85°04'59"E, along the south line SE ¼ section 4, 1389.43 feet; thence N17°50'23"E 399.86 feet; thence N74°22'19"W 74.93 feet to the point of beginning on the west line of CTH "OK":

Thence N18°13'45"E 464.65 feet; thence N88°41'26"E 28.46 feet; thence S17°50'41"W 327.00 feet; thence

This space is reserved for recording data

Return to  
Sheboygan County, a Municipal Corporation

Parcel Identification Number/Tax Key Number  
59281479100, 59281479104, 59281479001, &  
59030452691

The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized by law) of GRANTOR corporation.

City of Sheboygan, a Wisconsin Municipal Corporation  
(Corporation Name)

\_\_\_\_\_  
(Officer Signature)

Terry Van Akkeren, Mayor  
(Print Name, Title)

\_\_\_\_\_  
(Officer Signature)

Susan Richards, Clerk  
(Print Name, Title)

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(s) or officers.

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

Project ID 4996-01-21	This instrument was drafted by Sheboygan County Highway Dept.	Parcel No. 7, 12, &13
--------------------------	--	--------------------------

S29°22'54"W 150.00 feet to the point of beginning, and containing 11,136 square feet (0.2556 acres) of land.

Also

Part of the NE ¼ SE ¼ section 4, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin. Also being part of Lot 10, Sheboygan Business Center.

Commencing at the northeast corner lot 10, Sheboygan Business Center, said point being the true point of beginning:

Thence westerly, along the arc of a curve to the left, said curve having a radius of 1116.00 feet, and a main chord which bears N79°11'14"W 51.03 feet; thence S28°07'27"E 70.44 feet; Thence N17°50'41"E 55.21 feet to the point of beginning, and containing 1408 square feet (0.0323 acres) of land.

Also

Commencing at the southeast corner lot 10, Sheboygan Business Center, said point being the true point of beginning:

Thence N17°50'41"E , along the arc of a curve to the left, said curve having a radius of 1116.00 feet, and a main chord which bears N79°11'14"W 51.03 feet; thence S28°07'27"E 70.44 feet; Thence N17°50'41"E 55.21 feet

Also

Part of the NE ¼ SE ¼ section 4, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin. Also being part of Lot 1, Sheboygan Business Center.

Commencing at the northeast corner lot 1, Sheboygan Business Center, said point being the true point of beginning:

N86°48'33"W, along the north line SE ¼ section 4, T14N, R21E, 18.94 feet; thence S17°50'53"W 376.08 feet; thence S19°44'56"W 60.03 feet; thence S17°50'53"W 78.48 feet; thence S60°42'33"W 7.41 feet; thence easterly, along the arc of a curve to the right, said curve having a radius of 1196.00 feet, and a main chord which bears S78°06'11"E 25.46 feet; thence N17°50'41"E 522.15 feet to the point of beginning, and containing 9768 square feet (0.2242 acres) of land.

# STATEMENT TO CONSTRUCTION ENGINEER

LPA1528 04/2010 (Replaces LPA3034) s. 84.09 Wis. Stats.

Copies: Original-Project Engineer, 2nd-Parcel folder, 3rd-Owner

Owner Name City of Sheboygan, a Wisconsin Municipal Corporation	Address 828 Center Avenue, Sheboygan, WI 53081	(Area Code) Phone No. 920-459-3440
Tenant, if any	Address	(Area Code) Phone No.

All commitments agreed upon between negotiator and property owner are listed below.  
No other commitments, either verbal or implied, are valid.  
All commitments are subject to approval of municipality.

Commitments made: drainage, driveways, fences, trees or other items.

None
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### Other matters of interest and owner concerns:

Basic concepts of construction project have been explained to owner.

None
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\_\_\_\_\_  
(Property Owner) Terry Van Akkeren, Mayor (Date)

\_\_\_\_\_  
(Negotiator) Edgar Harvey, Jr. (Date)

### COMMITMENTS APPROVED:

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
County Surveyor/Highway Engineer  
(Title)

Project No.: 4996-01-21	County: Sheboygan	Parcel No.: 7, 12, & 13
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**CONVENTIONAL SIGNS AND ABBREVIATIONS**

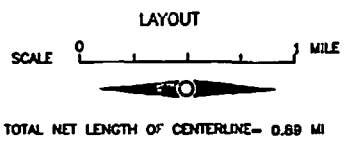
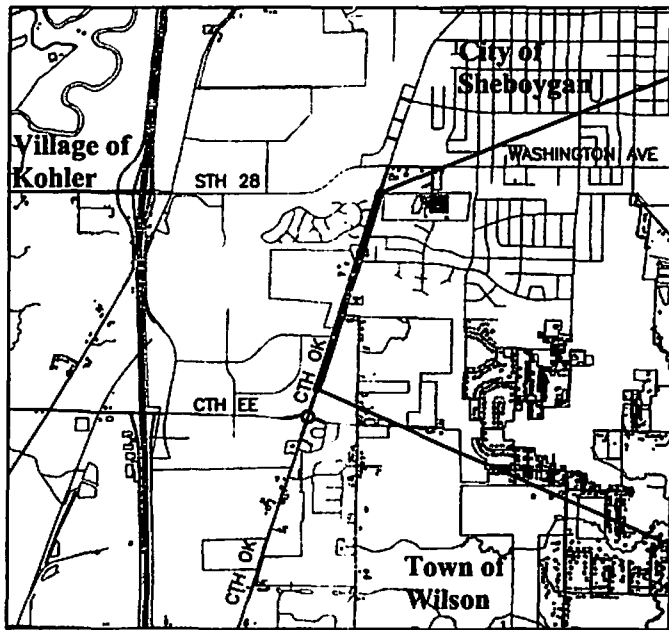
SECTION LINE	---	CULVERT (BOX, PIPE OR CATTLE PASS)	
QUARTER LINE	---	RAIL LINE (SMALL SCALE)	
SIXTEENTH LINE	---	BUILDING	
PROPERTY LINE	.....	IRON PIN OF RECORD	
LOT, TIE & OTHER MINOR LINES	---	R/W MONUMENT	
EXISTING R/W LINE	---	R/W MARKER	
NEW R/W LINE	---	BUSHES	
REFERENCE LINE	---	DECIDUOUS TREES	
SLOPE INTERCEPT		CONIFEROUS TREES	
CORPORATE LIMITS	///	WOODS	
UNDERGROUND FACILITY (GAS, TEL., ELEC. ETC.)	---		
FENCE	---		
TEMPORARY LIMITED EASEMENT	---		
TRANSMISSION TOWER & LINE	---		
SECTION CORNER			

AC.	ACRE
SEC.	SECTION
S.F. OR SQ.FT.	SQUARE FEET
STA.	STATION
STH	STATE TRUNK HIGHWAY
N.	NORTH GRID COORDINATE
C.L. OR C/L	CENTERLINE
R/W	RIGHT-OF-WAY
CO.	COUNTY
CTH	COUNTY TRUNK HIGHWAY
T.L.E.	TEMPORARY LIMITED EASEMENT
E.	EAST GRID COORDINATE
EXIST.	EXISTING
W.	WEST
PE	PRIVATE ENTRANCE
PL	PROPERTY LINE
RT.	RIGHT
G.N.	GRID NORTH
REL	RELEASE OF RIGHTS
RD.	ROAD
RL, R/L	REFERENCE LINE
LT.	LEFT
TH.	TOWN

**NOTES**

DIMENSIONING FOR THE NEW R/W IS MEASURED ALONG AND PERPENDICULAR TO THE REFERENCE LINES.

POINTS OF REFERENCE AS SPECIFIED ON EACH PLAT DETAIL SHEET: COORDINATES AND BEARINGS ON THIS PLAT ARE ORIENTED TO SHEBOYGAN COUNTY COORDINATE GRID



R/W PROJECT NUMBER <b>4996-01-21</b>	SHEET NUMBER <b>4.1</b>	TOTAL SHEETS
FEDERAL PROJECT NUMBER <b>4996-01-21</b>		
PLAT OF RIGHT OF WAY REQUIRED FOR <b>CTH "OK"</b> <b>CTH EE TO CARMEN AVENUE</b>		
C.T.E.L "OK"      SHEBOYGAN COUNTY		

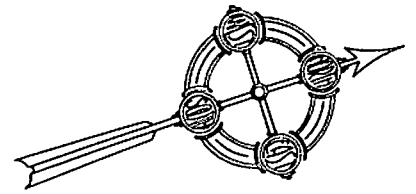


ORIGINAL PLAT PREPARED BY  
SHEBOYGAN COUNTY HIGHWAY DEPARTMENT  
1211 NORTH 23 STREET  
SHEBOYGAN, WISCONSIN  
53081

EDGAN HARVEY, JR., RLS  
JULY 17, 2012

REVISION DATE	STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION
APPROVED:	
DATE:	District Transportation Director
	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION REGION 5      WISCONSIN DIVISION

SCALE: 1" = 100'



⑦  
CITY OF SHEBOYGAN

⑧  
WISCONSIN POWER AND LIGHT COMPANY

GRAPHIC COMMUNICATION, INC.

159025.031  
208015.482

S85°04'59"E 1389.45

2645.47

SOUTH LINE SE 1/4 SECTION 4

1255.87

158768.286  
211051.152

213+50.05  
74.93' L

N17°50'41"E

S87°41'22"E 341.22+1.11

N18°13'45"E 464.65'

218+11.84  
66.72' L

N18°13'45"E 584.17'

223+96.00  
62.75' L

DRAINAGE EASEMENT

CTH

"OK"

JOHN J MARK

⑥  
SHEBOYGAN AREA SCHOOL DISTRICT

⑨  
COUNTRY VILLAGE - PHASE II, LLC

⑩  
COUNTRY VILLAGE APARTMENTS, LLC

PI: 213+50.00

214+44.92  
46.51 RT

PI: 214+77.36

10'  
S72°11'09"E 303.15

217+42.37  
47.56 RT

217+39.54  
37.59 RT

221+96.07  
37.78 RT

221+95.00  
47.34 RT

221+95.00  
105.00 RT

N49°50'42"E 37.87

222+28.19  
57.85 RT

56.89

222+76.50  
88.00 RT

223+10.00  
105.00 RT

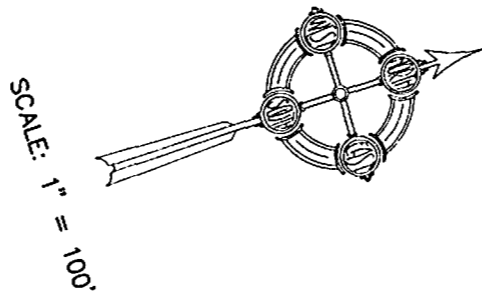
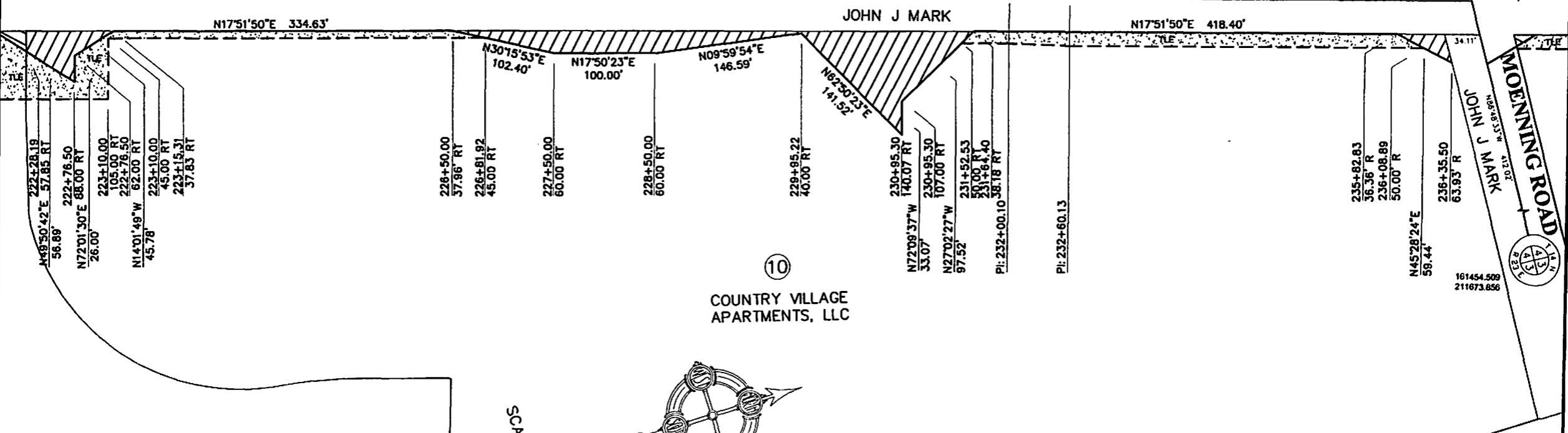
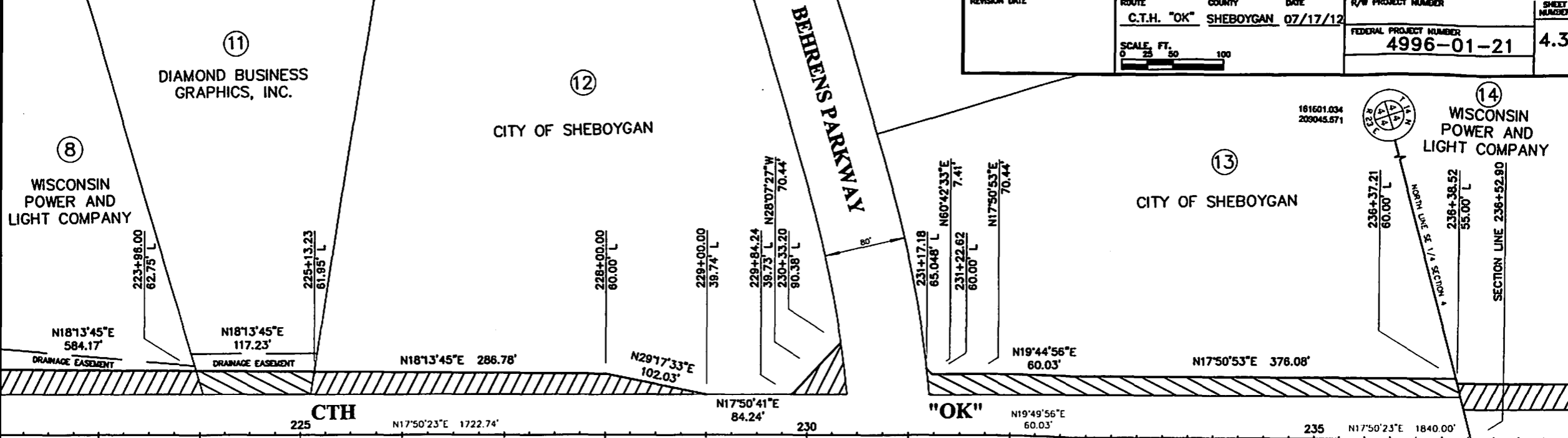
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62.00 RT

223+10.00  
45.00 RT

223+15.31  
37.83 RT

SCHEDULE OF LANDS AND INTERESTS REQUIRED

PARCEL NUMBER	PAGE NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES	R/W ACRES REQUIRED			NET ACRES REM	TLE ACRES
					NEW	EXISTING	TOTAL		
6	4.2	SHEBOYGAN AREA SCHOOL DISTRICT	TLE	18.116	0.000	0.000	0.000	18.116	0.0562
7	4.2	CITY OF SHEBOYGAN	FEE	6.306	0.256	0.000	0.256	6.050	
8	4.2	WISCONSIN POWER AND LIGHT COMPANY	FEE	6.83	0.333	0.000	0.333	6.497	
9	4.2	COUNTRY VILLAGE - PHASE II, LLC	FEE & TLE	12.322	0.007	0.000	0.007	12.315	0.1458



SCHEDULE OF LANDS AND INTERESTS REQUIRED									
PARCEL NUMBER	PAGE NUMBER	INTEREST REQUIRED	TOTAL ACRES	R/W ACRES REQUIRED			NET ACRES REM	TLE ACRES	
				NEW	EXISTING	TOTAL			
8	4.2	WISCONSIN POWER AND LIGHT COMPANY							
		FEE	6.83	0.333	0.000	0.333	6.497		
9	4.2	COUNTRY VILLAGE - PHASE II, LLC							
		FEE & TLE	12.322	0.007	0.000	0.007	12.315	0.1458	
10	4.2 & 4.3	COUNTRY VILLAGE APARTMENTS, LLC							
		FEE & TLE	16.666	0.253	0.000	0.253	16.703	0.262	
11	4.3	DIAMOND BUSINESS GRAPHICS, INC.							
		FEE	3.000	0.066	0.000	0.066	2.934		

9  
COUNTRY VILLAGE - PHASE II, LLC

10  
COUNTRY VILLAGE APARTMENTS, LLC

11  
DIAMOND BUSINESS GRAPHICS, INC.

12  
CITY OF SHEBOYGAN

13  
CITY OF SHEBOYGAN

14  
WISCONSIN POWER AND LIGHT COMPANY

JOHN J MARK

MOENING ROAD

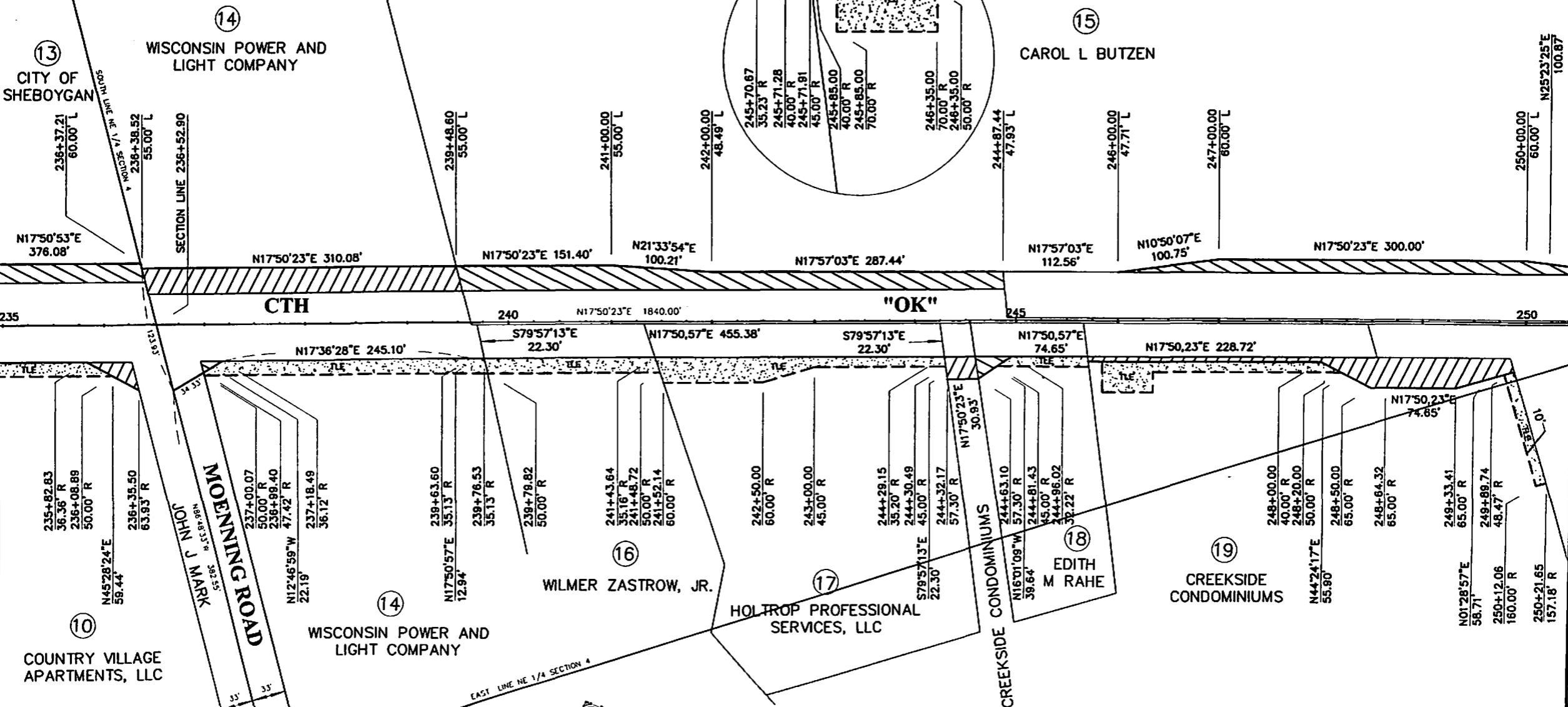
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C.T.H. "OK" SHEBOYGAN 07-17-12

FEDERAL PROJECT NUMBER  
4996-01-21

NUMBER  
4.4

SCALE FT.  
0 25 50 100



10  
COUNTRY VILLAGE APARTMENTS, LLC

13  
CITY OF SHEBOYGAN

14  
WISCONSIN POWER AND LIGHT COMPANY

15  
CAROL L BUTZEN

16  
WILMER ZASTROW, JR.

17  
HOLTHROP PROFESSIONAL SERVICES, LLC

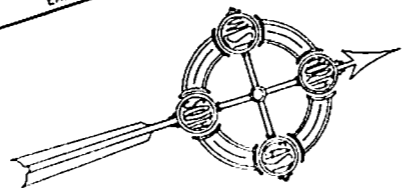
18  
EDITH M RAHE

19  
CREEKSIDE CONDOMINIUMS

SCHEDULE OF LANDS AND INTERESTS REQUIRED

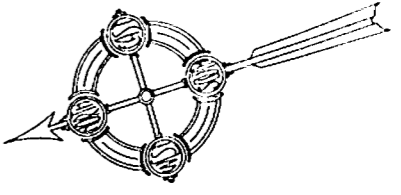
PARCEL NUMBER	PAGE NUMBER	INTEREST REQUIRED	TOTAL ACRES	RW ACRES REQUIRED			NET ACRES REM	TLE ACRES	
				NEW	EXISTING	TOTAL			
10	4.3 & 4.4	COUNTRY VILLAGE APARTMENTS, LLC	FEE & TLE	15.056	0.253	0.000	0.253	15.703	0.262
14	4.4	WISCONSIN POWER AND LIGHT COMPANY	FEE & TLE	87	0.179	0.489	0.668	66.332	0.090
15	4.4 & 4.5	CAROL L BUTZEN	FEE	56.91	0.383	0.489	0.872	56.038	
16	4.4	WILMER ZASTROW, JR.	TLE	1.58	0.000	0.000	0.000	1.58	0.057
17	4.4	HOLTHROP PROFESSIONAL SERVICES, LLC	TLE	1.01	0.000	0.000	0.000	1.01	0.107
18	4.4	EDITH M RAHE REVOCABLE TRUST	FEE & TLE	0.622	0.010	0.064	0.074	0.548	0.019
19	4.4	CREEKSIDE CONDOMINIUMS	FEE & TLE	21.74	0.144	0.237	0.381	21.359	0.101

SCALE: 1" = 100'



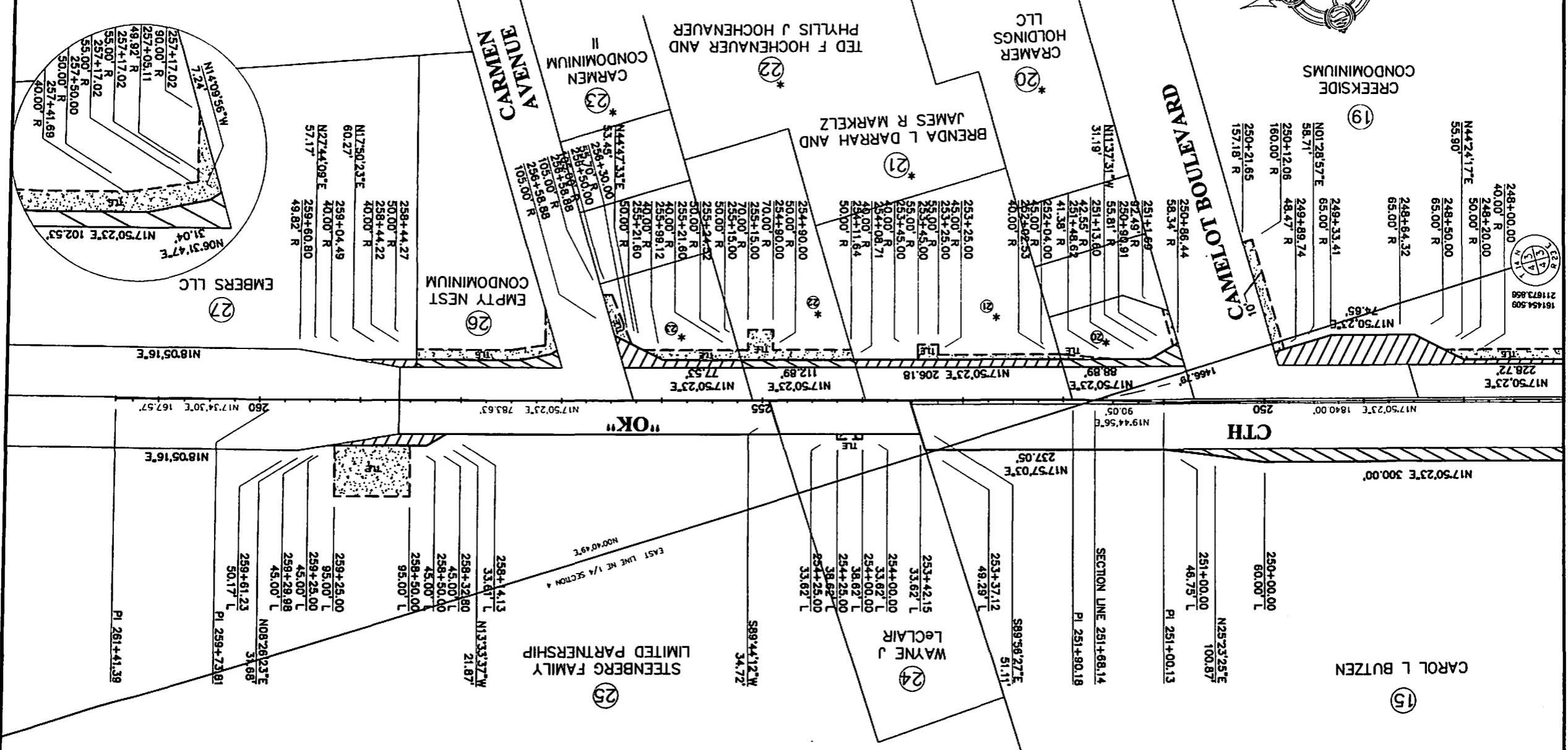
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SCALE: 1" = 100'



PARCEL NUMBER	PAGE	INTEREST	TOTAL ACRES	NEW	EXISTING	TOTAL	NET ACRES REQUIRED	NET ACRES REM	TOTAL ACRES
15	444.5		56.91	0.263	0.438	56.647		56.647	56.647
16	444.5		21.74	0.144	0.227	21.391		21.391	21.391
17	444.5		0.261	0.027	0.081	0.149		0.149	0.149
18	444.5		0.08	0.038	0.182	0.261		0.261	0.261
19	444.5		0.056	0.020	0.086	0.077		0.077	0.077
20	444.5		0.036	0.002	0.038	0.031		0.031	0.031
21	444.5		0.000	0.000	0.000	0.000		0.000	0.000
22	444.5		0.000	0.000	0.000	0.000		0.000	0.000
23	444.5		0.000	0.000	0.000	0.000		0.000	0.000
24	444.5		0.000	0.000	0.000	0.000		0.000	0.000
25	444.5		0.000	0.000	0.000	0.000		0.000	0.000

SCHEDULE OF LANDS AND INTERESTS REQUIRED



SHEET NUMBER: 4.5  
 FEDERAL PROJECT NUMBER: 4996-01-21  
 SHEBOYGAN 07-17-12  
 SCALE: 1" = 100'  
 C.I.H. "OK"  
 SHEET NUMBER: 4.5



6.2

Subs of Gen. Ord. No. 16 - 12 - 13.

By Alderpersons Roeseler and  
VanderWeele. August 20, 2012.

AN ORDINANCE repealing and recreating Section 82-126 of the Municipal Code relating to compensation for overtime worked by non-represented employees of the City.

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

Section 1. Section 82-126 of the Sheboygan Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 82-126. *Compensation for overtime worked by non-represented employees.*

- (a) The normal work schedule for full-time, non-exempt employees is five (5) - eight (8) hour periods, totaling forty (40) hours per week. This schedule may be revised as necessary depending on customer and/or city requirements, as determined by management. Each employee needs to work with their supervisor to define the expected hours of work. Employees may need to flex their schedule to maintain a forty (40) hour work week. The time flexed must be approved in advance by management and must be contained within the same forty (40) hour work week. If an employee flexes their schedule during the forty (40) hour work week, time worked in excess of eight (8) hours a day can only be taken on an hour-for-hour basis. In other words, if an employee works ten (10) hours on Monday, the additional two (2) hours flexed on Monday may be taken off later in the week at straight-time hours, not time-and-one-half. Employees may not save (bank) additional time off for use in another forty (40) hour work week. If customer and/or city requirements prevent an employee from utilizing their flexed time, the employee will be paid overtime for hours worked in excess of forty (40) hours in a week.
- (b) Time taken during a work week due to vacation and/or holiday shall count as hours worked for the purpose of calculating overtime (which is paid for working more than forty (40) hours per week).
- (c) Exempt employees are full-time employees who normally work a minimum of forty (40) hours per week. Due to the executive, administrative or professional nature of these positions, exempt employees are paid a defined salary for their position rather than an hourly rate. Therefore, if the position requires additional hours (over 40) during the work week,

those who hold exempt positions are expected to perform their duties as part of their work week. The additional time worked is considered part of the position expectations and is exempt from overtime pay."

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.

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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

Gen. Ord. No. 16 - 12 - 13. By Alderperson Roeseler. June 18, 2012.

AN ORDINANCE repealing and recreating Section 82-126 of the Municipal Code relating to compensation for overtime worked by non-represented employees of the City.

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

Section 1. Section 82-126 of the Sheboygan Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 82-126. *Compensation for overtime worked by non-represented employees.*

- (a) The normal work schedule for full-time, non-exempt employees is five (5) - eight (8) hour periods, totaling forty (40) hours per week. This schedule may be revised as necessary depending on customer and/or city requirements, as determined by management. Each employee needs to work with their supervisor to define the expected hours of work. Employees may need to flex their schedule to maintain a forty (40) hour work week. The time flexed must be approved in advance by management and must be contained within the same forty (40) hour work week. If an employee flexes their schedule during the forty (40) hour work week, time worked in excess of eight (8) hours a day can only be taken on an hour-for-hour basis. In other words, if an employee works ten (10) hours on Monday, the additional two (2) hours flexed on Monday may be taken off later in the week at straight-time hours, not time-and-one-half. Employees may not save (bank) additional time off for use in another forty (40) hour work week. If customer and/or city requirements prevent an employee from utilizing their flexed time, the employee will be paid overtime for hours worked in excess of forty (40) hours in a week.
- (b) Exempt employees are full-time employees who normally work a minimum of forty (40) hours per week. Due to the executive, administrative or professional nature of these positions, exempt employees are paid a defined salary for their position rather than an hourly rate. Therefore, if the position requires additional hours (over 40) during the work week, those who hold exempt positions are expected to perform their duties as part of their work week. The additional time worked is considered part of the position expectations and is exempt from overtime pay."

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.

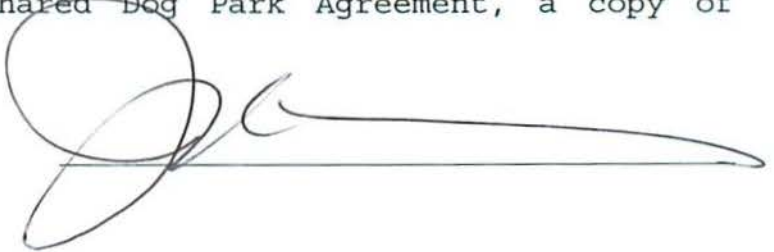
III

5.8

Res. No. 53 - 12 - 13. By Alderperson Heidemann. August 6, 2012.

A RESOLUTION authorizing the appropriate City officials to execute an amendment to the Shared Dog Park Agreement.

RESOLVED: That the appropriate City officials execute the Amendment to City of Sheboygan-Town of Wilson Shared Dog Park Agreement, a copy of which is attached hereto.



*P.H.  
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

17

**AMENDMENT TO CITY OF SHEBOYGAN-TOWN OF WILSON  
SHARED DOG PARK AGREEMENT**

Agreement dated as of the last date recited on the signature pages below (hereinafter "Amendment") between the Town of Wilson ("Town") and the City of Sheboygan ("City).

Recitals

A. In 2009 the Town and the City entered into an intermunicipal agreement for the joint use of a dog park on real estate owned by the Town ("Agreement"). The Agreement established rights and responsibilities of the Town and the City, respectively. The Agreement also established rules for the dog park.

B. The Town and the City wish to continue the Agreement and the current dog park rules, subject to the changes described in this Amendment.

C. Attached as Exhibit A and incorporated by reference is an aerial photo depicting the boundaries of the dog park as well as the land currently located in the Town and the land currently located in the City (together "Dog Park"). Under the current Agreement the City is responsible for providing law enforcement services within that portion of the Dog Park located within the City's jurisdiction. The City has expressed its willingness to extend law enforcement services for the entirety of the Dog Park if the Town annexes that portion of the Dog Park that remains in the Town's jurisdiction. The Town is willing to annex its portion of the Dog Park subject to the terms and conditions of this Amendment.

In consideration of the above recitals, which are contractual, and other good and valuable consideration, the parties agree as follows:

1. Statutory Authority. The parties have entered into this Amendment pursuant to their statutory authority set forth in Wis. Stat. § 66.0301 authorizing intergovernmental cooperation. This Amendment is binding on the parties and their successor elected officials and shall be interpreted liberally in favor of cooperative action.

2. Annexation of Town Land. In consideration of the City's assumption of responsibilities described in this Amendment, the Town does hereby agree to annex that portion of the Dog Park that remains within the Town's jurisdiction. The Town shall submit its annexation petition to the City Clerk within sixty (60) days of the effective date of this Amendment. Despite the annexation of its portion of the Dog Park, the Town shall retain ownership of the land being annexed. The City Council shall act on the Town's annexation petition within the relevant deadline provided by law. This Amendment is null and void if the City Council fails to approve the Town's annexation petition.

The City is responsible for the preparation of the annexation petition documentation necessary to accomplish the intended purposes described above. The documentation to be provided by the City shall include, without limitation, a legal description and a scale map. The

City is also responsible for providing all statutorily-required notices to the State of Wisconsin-Department of Administration. The City Council shall act on the annexation petition within 60 days of receipt of the advice from the Department of Administration.

If the Agreement, as amended, is terminated or if the Dog Park is discontinued as a dog park, the parties agree that the portion of the Dog Park that was annexed pursuant to the provisions of this Section 2 shall be detached from the City and attached to the Town, unless the portion of the Dog Park that was annexed is no longer contiguous to the Town. The detachment shall occur within sixty (60) days of either of the events referenced above. The City is responsible for preparing the required documents and notices necessary to accomplish the detachment.

3. City Law Enforcement. Upon passage and publication of the annexation ordinance according to law, the City shall immediately provide all necessary law enforcement for the entire Dog Park at no cost to the Town or those Town residents who may use the Dog Park. The preceding prohibition against charging the Town or Town residents includes, without limitation, property taxes, special assessments, special charges, user fees or payments in lieu of taxes. The parties declare their mutual intent that the City will bear the entire cost of law enforcement services for the Dog Park.

4. Landfill Liability. The Town acknowledges that portions of the Dog Park were formerly used by the Town as a landfill. The landfill was closed in 1991. Nothing in this Amendment is intended to affect the Town's continuing liability for this former landfill property. The Town shall continue to indemnify, defend and hold harmless the City and its elected officials, employees, agents and insurers against any claims arising out of or relating to the former Town landfill. However, this indemnity obligation does not extend to any claims arising out of the City's material alteration of the landfill's cap, monitoring wells, gas fence or other landfill closure improvements installed by the Town. Furthermore, the City of Sheboygan shall be designated as an additional insured on all Town insurance policies covering the landfill, at no cost to the City. The City shall be provided with a copy of the Town's Certificate of Insurance confirming its additional insured status.

5. City Indemnification. The City agrees to indemnify, defend and hold harmless the Town and its elected officials, employees, agents and insurers against any claims arising out of or relating to the provision of law enforcement services (but excluding landfill claims) for the Dog Park. Furthermore, the Town of Wilson shall be designated as an additional insured on all City insurance policies covering the law enforcement for the Dog Park, at no cost to the Town. The Town shall be provided with a copy of the City's Certificate of Insurance confirming its additional insured status.

6. Affirmation of Agreement. The parties reaffirm the terms and conditions of the Agreement, including, without limitation, the Dog Park rules implemented pursuant to the Agreement.

7. Construction. This Amendment constitutes the entire agreement between the parties with respect to the subject matter of this Amendment and supersedes all prior

understandings and negotiations with respect to the subject matter hereof. The validity, construction and performance of this Amendment shall be governed by the laws of the State of Wisconsin. Because this Amendment has been negotiated at arms' length between persons knowledgeable of the matters addressed herein, any rule of law or any legal decision that would require interpretation of any ambiguities against the party that drafted it is of no application and is hereby expressly waived. The provisions of this Amendment shall be interpreted in a reasonable manner to effectuate the intentions of the parties.

IN WITNESS WHEREOF, each of the parties has executed this Amendment as of the dates set forth below.

[This area left blank intentionally.]

Approved by Town Board resolution dated the \_\_\_\_\_ day of \_\_\_\_\_,  
2012.

TOWN OF WILSON

\_\_\_\_\_  
David Gartman, Chairperson

Attest:

\_\_\_\_\_  
Cheryl Rostollan, Clerk

Approved as to form:

\_\_\_\_\_  
John A. St. Peter, Town Attorney

[This area left blank intentionally.]

Approved by City Council resolution dated the \_\_\_\_\_ day of \_\_\_\_\_,  
2012.

CITY OF SHEBOYGAN

\_\_\_\_\_  
Terry Van Akkeren, Mayor

Attest:

\_\_\_\_\_  
Sue Richards, City Clerk

Approved as to form:

\_\_\_\_\_  
Stephen G. McLean, City Attorney

[This area left blank intentionally.]

**EXHIBIT A**

**Dog Park Map**

**See attached.**

II

4.9

R. O. No. 110 - 12 - 13. By CITY ATTORNEY. August 6, 2012.

Submitting a communication from Attorney John St. Peter, attorney for the Town of Wilson, relative to a proposed amendment to the City of Sheboygan/Town of Wilson Shared Dog Park Agreement.

*Pst.  
Acc. File*

*Steph D. MacLean*  
\_\_\_\_\_  
City Attorney

0.6

II

LAW OFFICES  
**EDGARTON, ST. PETER, PETAK & ROSENFELDT**

10 FOREST AVENUE, SUITE 200  
P.O. BOX 1276

FOND DU LAC, WISCONSIN 54936-1276  
FAX NUMBER: (920) 922-9091  
920-922-0470

ALLAN L. EDGARTON (1908-1994)  
GEORGE M. ST. PETER (1910-2003)  
NEIL HOBBS (1922-2001)  
THOMAS L. MASSEY (1935-1995)

A.D. (DAN) EDGARTON  
ROBERT V. EDGARTON  
RONALD L. PETAK  
JOHN A. ST. PETER  
PAUL W. ROSENFELDT  
MATTHEW FARMENTIER

July 3, 2012

Mr. Stephen G. McLean  
City Attorney  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Re: Proposed Amendment to City of Sheboygan/Town of Wilson Shared Dog Park Agreement

Dear Steve:

Attached is the proposed Amendment to City of Sheboygan-Town of Wilson Shared Dog Park Agreement. The Town Board respectfully requests that this be presented to the City Council for action. Please advise when this will be considered by the City Council because representatives of the Town Board wish to address the City Council at the meeting.

It is fair to say that everyone agrees on the value of a dog park to the greater Sheboygan-Wilson community. Furthermore, the dog park has been a successful intergovernmental initiative. However, over the years the fact that a portion of the dog park is located within the City of Sheboygan with the remaining portion in the Town of Wilson has created animal control problems. Specifically, the City of Sheboygan Police Department is responsible for enforcing City ordinances within that portion of the dog park located within the City's jurisdiction. The Sheboygan County Sheriff's Department has law enforcement responsibility for the balance of the dog park. This split law enforcement led to the City and the Town discussing an amendment to their current Agreement. The enclosed document is the product of our discussions.

During the course of these discussions the City requested that all of the dog park be annexed as a condition to the City assumption of law enforcement for the entire dog park. Despite some criticism from Town residents, the Town Board expressed its willingness to annex its land to the City in exchange for the City providing law enforcement services to the entire dog park. The only condition to the annexation is found in the last paragraph of Section 2 of the enclosure, namely, that if the dog park is discontinued that portion of the dog park that was annexed shall be detached from the City and attached to the Town, unless the portion that was annexed is no longer contiguous to the Town. It is this provision to which City staff is objecting. The Town Board respectfully submits that its request is both equitable and modest. The Town Board believes that the City Council will share this view.

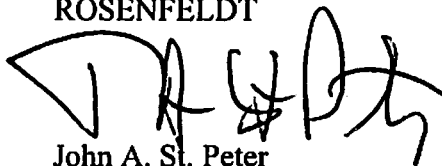
**received**  
7-5-12

Mr. Stephen G. McLean  
Page 2  
July 3, 2012

I look forward to hearing from you on when this matter will be considered by the City Council.  
In the meantime, please do not hesitate to call should you have any questions.

Respectfully,

EDGARTON, ST. PETER, PETAK &  
ROSENFELDT

A handwritten signature in black ink, appearing to read 'JAS Peter', written over a faint, large watermark of the number '1'.

John A. St. Peter

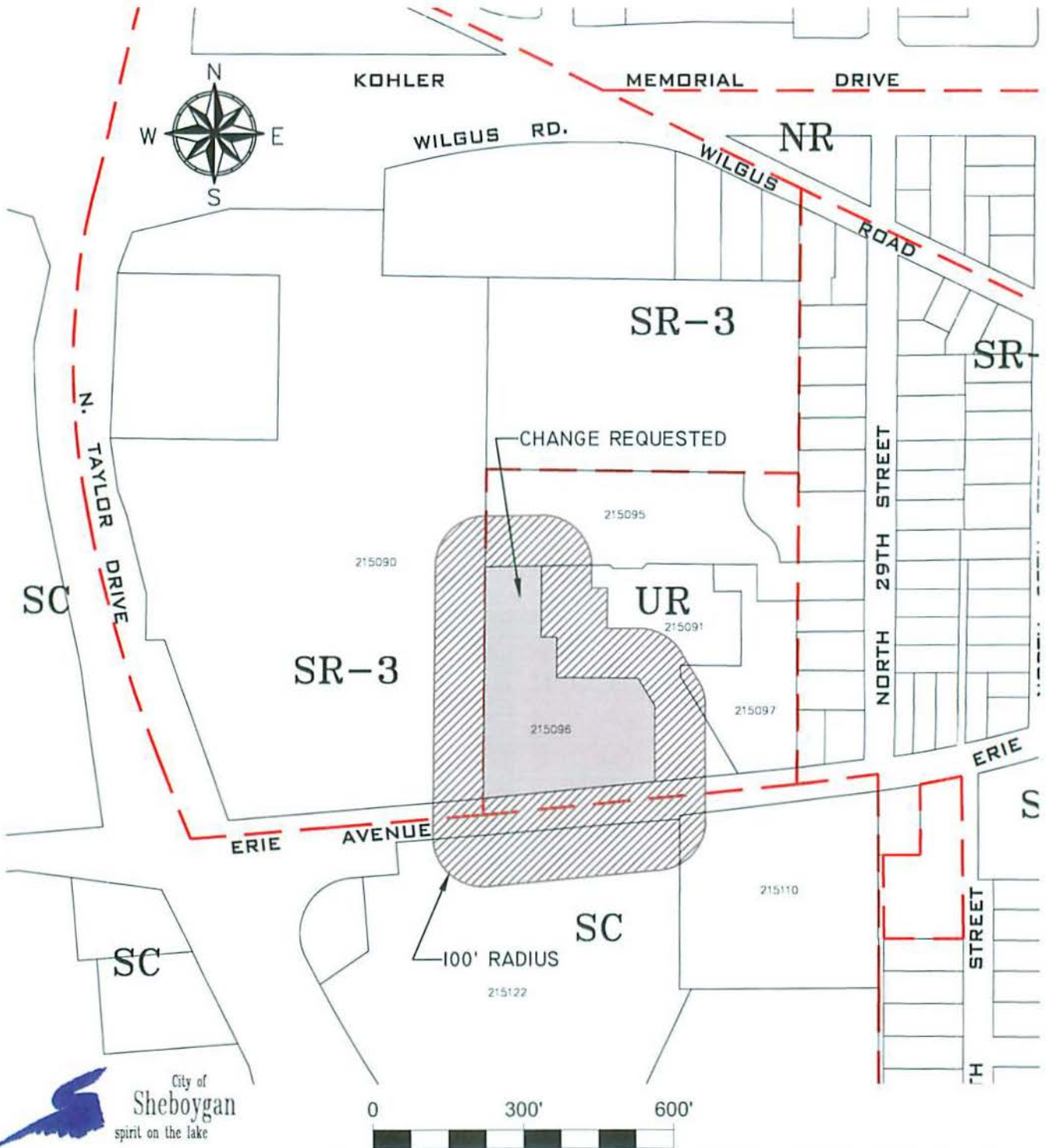
JASP:mjk

Enclosure

cc: Town Board w/enc.  
Town Clerk w/enc.

# PROPOSED ZONING CHANGE URBAN RESIDENTIAL TO SUBURBAN COMMERCIAL SECTION 21, T.15N., R.23E.

LOT 3 OF A CSM RECORDED IN VOLUME 24, PAGES 244-246  
LOCATED IN THE EAST HALF OF SECTION 21, T.15N., R.23E. IN  
THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WI.

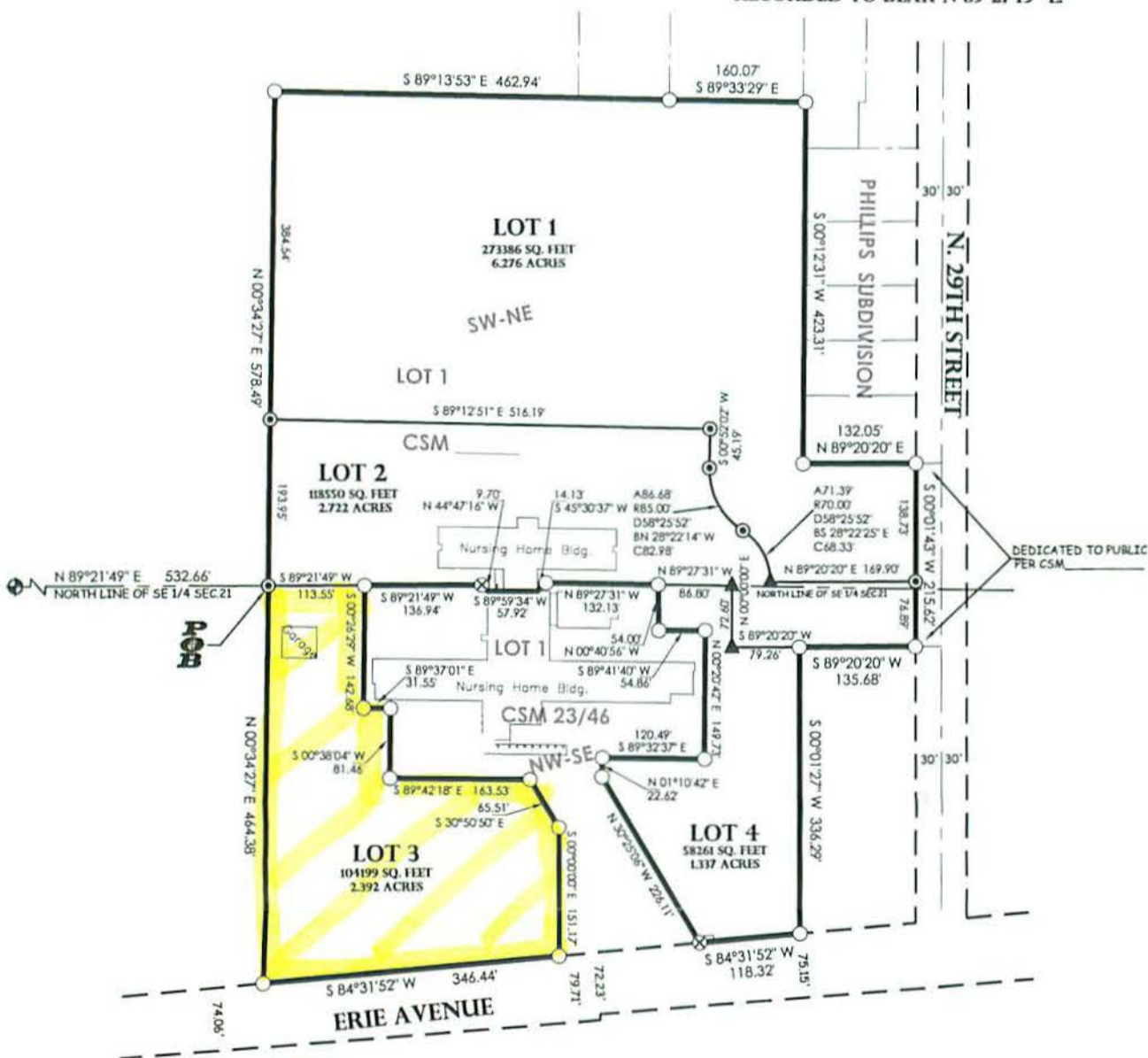


# SHEBOYGAN COUNTY CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP FOR JOSEPH SCHMITT CONSTRUCTION, BEING LOT 1 OF CERTIFIED SURVEY MAP VOLUME 23, PAGE 46, AND BEING LOT 1 OF CERTIFIED SURVEY MAP VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, LOCATED IN PART OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , AND IN PART OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$ , ALL IN SECTION 21, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

## BASE FOR BEARING

IS THE NORTH LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 15 NORTH, RANGE 23 EAST. RECORDED TO BEAR N 89°21'49" E.



## LEGEND

- ⊙ 1" I.D. X 18" IRON PIPE SET WEIGHING 1.68 LBS/LIN. FT.
- ⊕ COUNTY MONUMENT FOUND
- 1" I.D. IRON PIPE FOUND
- ▲ MAG NAIL SET
- ⊗ CROSS CUT "X" FOUND



SCALE 1" = 150'



Land Surveying  
Engineering  
**Scott Groholski, RLS #2281**  
5709 Windy Drive, Suite D  
Stevens Point, WI 54481  
715.344.9999(Ph) 715.344.9922(Fx)

THIS INSTRUMENT WAS DRAFTED BY TRAVIS PLANTICO AND DRAWN BY SCOTT GROHOLSKI

FIELD BOOK SR FBI PAGE 1-4

JOB # 10.

SHEET 1 OF 2 SHEETS

Date 8/16/12

My name is Rhyan Noel Zimmerman

I am requesting a waiver to the Sexual Residency  
Requirements so I may live at 1409 South 17<sup>th</sup>  
Street Apt. A.

Signature Rhyan Zimmerman

Phone No (920) 912-5872

AUG 20 '12 PM 3:00

**COMMON COUNCIL**

Official Proceedings of the 2012 - 2013 Common Council of the City of Sheboygan.

**TENTH REGULAR MEETING**

The Council met: Monday, August 20, 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, Lewandoske, Matichek, Roeseler, VanderWeele, Versey, Wangemann-15.

Absent and Excused: Van Akkeren • 1.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Ninth Regular Meeting held August 6, 2012, and the Second Special Meeting held August 13, 2012 were approved as entered on the record, all Alderpersons present voting "Aye".

**APPOINTMENTS**

August 20, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Marilyn Montemayor to be considered for appointment to the Historic Preservation/Housing Rehabilitation Loan Commission to fill the unexpired term of Jason Schoen whose term expires 4/21/14.

MAYOR TERRY VAN AKKEREN

Lies over under the rules.

August 20, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Mario Ciotala to be considered for appointment to the Mayor's International Committee, term to expire 4/22/13.

MAYOR TERRY VAN AKKEREN

Lies over under the rules.

**PUBLIC FORUM**

David Gartman, 5509 Moening Rd., Town of Wilson spoke.

**MAYOR'S ANNOUNCEMENTS**

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, Lewandoske, Matichek, Roeseler, VanderWeele, Versey, Wangemann-15.

Nays. None.

**COMMUNICATIONS AND PETITIONS**

**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?

Was referred to the Committee on Finance and the Committee on Public Works.

**REPORTS OF OFFICERS**

**\*R. O. No. 112 - 12 - 13. By CITY CLERK. August 20, 2012.**

Submitting various license applications.

TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1381	St. Peter Claver Ushers Club	1444 S. 11 <sup>th</sup> St. – two-day event to be held 9/7/12 to 9/9/12 to include Van Treeck Hall, lower level of church and parking lots.
1381	St. Peter Claver Ushers Club	1444 S. 11 <sup>th</sup> St. – one-day event to be held 10/5/12, 11/2/12, 12/7/12, 1/4/13, 2/1/13,

3/1/13, 4/5/13, 5/3/13 to include the Van Treeck Hall, lower level of church.

TEMPORARY OPERATOR'S LICENSE

No.	Name
9685	Hartman, Lesley S.

**R. O. No. 113 - 12 - 13. By CHIEF ADMINISTRATIVE OFFICER. August 20, 2012.**

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2012, and outstanding debt as of December 31, 2012 is submitted for your review.

Lies over under the rules until November 19<sup>th</sup>.

**R. O. No. 114 - 12 - 13. By MAYOR VAN AKKEREN. August 20, 2012.**

The Mayor is requesting that the two budget resolutions, Res. No. 49-12-13 ordering the 2013 Budget appropriations and the 2012 Tax Levy for use during the calendar year 2013 and Res. No. 50-12-13 ordering the 2013 Budget appropriations for the City of Sheboygan funds submitted to the Common Council on August 6<sup>th</sup>, be referred to Strategic Fiscal Planning Committee.

On motion by Alderperson Versey and second by Alderperson Hammond, the Report of Officer was filed, on call of the roll:

Ayes: Belanger, Carlson, Donohue, Hammond, Kath, Lessard, VanderWeele, Versey • 8.

Nays: Bohren, Dekker, Heidemann, Lewandoske, Matichek, Roeseler, Wangemann • 7.

**R. O. No. 115 - 12 - 13. By CITY CLERK. August 20, 2012.**

Submitting an application from Steven Schmitt, Jos. Schmitt & Sons, for an amendment of the Official Zoning Map to change the Zoning District Classification from UR Urban Residential to SC Suburban Commercial for property located north of Erie Ave., west of N. 29<sup>th</sup> St., south of Wilgus Ave. and east of N. Taylor Dr. (Parcel #215096).

Was referred to the City Plan Committee.

**R. O. No. 116 - 12 - 13. By CITY CLERK. August 20, 2012.**

Submitting a communication from Kapur and Associates, Inc., regarding the Environmental Activities and Site Conditions Summary Update for the Ramada Inn Property and City Parking Lot.

Was referred to the Committee on Finance.

**R. O. No. 117 - 12 - 13. By CITY CLERK. August 20, 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. 118 - 12 - 13. By CITY CLERK. August 20, 2012.**

Submitting a communication from Rhyan Noel Zimmerman requesting a waiver from the Sex Offender Residency restrictions in order to live at 1409 S. 17<sup>th</sup> St.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 119 - 12 - 13. By CITY CLERK. August 20, 2012.**

Submitting a communication from Adam Strauss requesting a waiver from the Sex Offender Residency restrictions in order to live at 2638 N. 19<sup>th</sup> St.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 120 - 12 - 13. By CITY CLERK. August 20, 2012.**

Submitting a communication from Thomas Laiken, Millennium Properties, Inc., requesting that a "no parking" sign on Martin Ave. alongside of his business (Zodiak Bar) be removed to allow customer parking.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 121 - 12 - 13. By CITY CLERK. August 20, 2012.**

Submitting a communication from the State of Wisconsin Department of Corrections filing an appeal to the Sex Offender Residency restrictions on behalf of Andrew Tershner in order to live at 1123/1125 N. 14<sup>th</sup> St. or 930A Michigan Ave. depending on availability.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 122 - 12 - 13. By CITY CLERK. August 20, 2012.**

Submitting a communication from Brett Edgerle, XTERRA BIKE RACE coordinator, requesting that they be allowed to rent the Quarryview shelter on June 28<sup>th</sup> and 29<sup>th</sup>, 2013 for the Regional Championship Race.  
Was referred to the Committee on Public Works.

**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.  
Was referred to the Strategic Fiscal Planning Commission.

**RESOLUTIONS INTRODUCED**

**\*Res. No. 55 - 12 - 13. By Alderpersons Kath and Lewandoske. August 20, 2012.**

**A RESOLUTION** directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located north of Erie Ave., west of N. 29<sup>th</sup> St., south of Wilgus Ave. and east of N. Taylor Dr. (Parcel #215096)  
**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., September 17, 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 UR Urban Residential to Class SC Suburban Commercial Classification:

Property located:

North of Erie Ave., west of N. 29<sup>th</sup> St., south of Wilgus Ave. and east of N. Taylor Dr. (Parcel #215096)

**Res. No. 56 - 12 - 13. By Alderpersons Hammond, Dekker and Carlson. August 20, 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:

Establishing estimated revenue and appropriation for contribution from Johnsonville Sausage for Fire Department equipment:

Lies over under the rules.

**Res. No. 57 - 12 - 13. By Alderperson Heidemann. August 20, 2012.**

**A RESOLUTION** declaring the official intent to reimburse expenditures from proceeds of borrowing.

**WHEREAS**, the City of Sheboygan, Sheboygan County, Wisconsin (the Municipality) plans to undertake the construction of new solids handling facilities at the Sheboygan Wastewater Treatment Facility to alleviate biosolids storage capacity issues;

Was referred to the Committee on Public Works and the Committee on Finance.

**Res. No. 58 - 12 - 13. By Alderperson Heidemann. August 20, 2012.**

**A RESOLUTION** authorizing the appropriate City Officials approve the waiver of application form needed for right-of-way donation from the City business center for purposes of reconstruction and widening Cty Hwy OK/S. Business Dr.

Was referred to the Committee on Public Works.

**Res. No. 59 - 12 - 13. By Alderpersons Bohren and Hammond. August 20, 2012.**

**A RESOLUTION** providing for staff assistance to the Committee of the Whole.

**WHEREAS**, the five standing committees of the common council have traditionally been provided with staff assistance from the respective departments over which the committees have general budgetary oversight; and

Was referred to the Committee on Salaries and Grievances.

**REPORTS OF COMMITTEES**

**\*R. C. No. 130 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. August 20, 2012.**

Your Committee to whom was referred Com. No. 5A-12-13 submitting a communication from Tom De Genaro requesting that the east side of S. 26<sup>th</sup> St. from Pennsylvania Ave. to approximately Terrace Circle be posted "No parking" as he is concerned about the safety of that area; recommends that an ordinance be drafted to have stop signs on Pennsylvania Ave. at the uncontrolled four-way intersection.

**\*R. C. No. 131 - 12 - 13. By PUBLIC WORKS. August 20, 2012.**

Your Committee to whom was referred the following:

1. Com. No. 6-12-13 submitting a communication from Samantha Landgraf stating that the sidewalk between the Hmong Memorial and the tennis courts is in need of repair as walking there is very dangerous; and
2. Com. No. 7-12-13 submitting a communication from Andrew Marks stating that the sidewalks (walking path) along Deland Park near the tennis courts is cracking in several places and is requesting that they be repaired;

recommends that the documents be accepted and placed on file.

**\*R. C. No. 132 - 12 - 13. By FINANCE. August 20, 2012.**

Your Committee to whom was referred R. O. No. 57-12-13 by the City Clerk submitting a claim from Dennis Prigge for alleged damages to his overhang on his garage in the alley when a City garbage truck hit it; recommends that the document be placed on file and to pay the claim in the amount of \$890.00.

**\*R. C. No. 133 - 12 - 13. By FINANCE. August 20, 2012.**

Your Committee to whom was referred R. O. No. 65-12-13 by the City Clerk submitting a claim from Rogene Brott for towing charges when allegedly her car was towed by mistake; recommends that the document be filed and to pay the claim in the amount of \$57.75.

**\*R. C. No. 134 - 12 - 13. By FINANCE. August 20, 2012.**

Your Committee to whom was referred R. O. No. 68-12-13 by the City Clerk submitting an Order Confirming Sale and Order adding to Judgment in the matter of Wisconsin Housing and Economic Development Authority vs. Peter Zabel et al; recommends that the document be placed on file.

**\*R. C. No. 135 - 12 - 13. By LAW AND LICENSING. August 20, 2012.**

Your Committee to whom was referred R. O. No. 82-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be approved:

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name
9386	Hermann, Ryan 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. 136 - 12 - 13. By FINANCE. August 20, 2012.**

Your Committee to whom was referred R. O. No. 90-12-13 by the City Clerk submitting an Amended Summons and Complaint in the matter of US Bank National Association as Trustee for RASC 2005-KS11 vs Maurice Brown et al; recommends that the document be placed on file.

**\*R. C. No. 137 - 12 - 13. By FINANCE. August 20, 2012.**

Your Committee to whom was referred R. O. No. 104-12-13 by the City Clerk submitting a claim from Shane Hall for alleged injuries to his hand and damages to his phone while riding a bike, hitting a pothole and flipping off the bike; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

**\*R. C. No. 138 - 12 - 13. By LAW AND LICENSING. August 20, 2012.**

Your Committee to whom was referred R. O. No. 106-12-13 by the City Clerk submitting a communication from Alderperson Kath and Alderperson Heidemann forwarding an email from Nicole Robinson regarding "Undercut Tree Removal & Landscaping" operating their business in a residential area; recommends that the document be placed on file.

**\*R. C. No. 139 - 12 - 13. By LAW AND LICENSING. August 20, 2012.**

Your Committee to whom was referred, pursuant to R. O. No. 94-12-13 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:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name
3336	Konz, Tracy J.
9631	Schiefelbein, Aaron R.
8891	Timilsaina, Lekhanath

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name
5356	Balassi, Christos G.
9326	Dergantz, Johnathan J.

8429 Escobar, Panfilo  
 9351 Yera, Javier F.

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. 140 - 12 - 13. By LAW AND LICENSING. August 20, 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 the following licenses be granted:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1419	The Bunker	1138 Union Ave. – one-day event to be held 9/15/12 to include the parking lot west of the building.
1040	Brennan’s	1101 Michigan Ave. – two-day event to be held 9/29/12 – 9/30/12 to include the West parking lot and rear South parking lot.
1833	Champs Sports Bar	1501 Indiana Ave. – one-day event to be Held 9/15/12 to include the parking lot South of the building.
2373	Duke of Devon	739 Riverfront Dr. – one day event to Be held 9/25/12 to include the parking lot between The Wharf & Duke of Devon.

CHANGE OF AGENT

Jessica L. Christel is replacing Patrick Orlieb as agent for the Kwik Trip Store located at 1618 Calumet Dr. effective immediately.

Joseph Hafemann is replacing Sherri Robinson as agent for the Kwik Trip Store located at 2033 North Ave. effective immediately.

CLASS “A” FERMENTED MALT BEVERAGE LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2920	Kwik Trip # 873	625 S Taylor Dr.

“CLASS B” LIQUOR LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2911	Lakeshore Technical College	712 Riverfront Dr.

BEVERAGE OPERATOR’S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
9646	Acosta, Jose L.
9647	Betsa, Kathrine G.
9665	Cantrall, Veronica M.
9644	Gischia, Carlo J.
9648	Hawkins, Tanner D.
9655	Kielbicki, Kim C.
8854	Mueller, Tara L.
8674	Perkins, Staci L.
4395	Shaefer, Ingrid M.
2201	Straus, Michael J.
4772	Vasquez, Leanne M.
6371	Vatland, Astor
8824	Wagner, Hollie S.
9652	Whitaker, Casey A.

TAXICAB OPERATOR’S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>
9658	Gaub, Elizabeth
4193	Lorenz, Brenda K.

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. 141 - 12 - 13. By LAW AND LICENSING. August 20, 2012.**

At its meeting on July 24, 2012, your Committee voted to conditionally recommend that the Common Council not

renew the Taxicab Operator License No. 6977 held by Edwin R. Lehmann.

Mr. Lehmann appeared before the committee to contest the decision not to renew his license. A hearing to renew that decision was held on August 14, 2012.

At the time scheduled for the hearing, Mr. Lehmann appeared before the committee. Sgt. Kurt Zempel and Licensing Clerk Cinda Langhoff provided information to the committee relating to the decision to non-renew.

After hearing from the parties, the committee found the following facts:

1. Edwin R. Lehmann has violated statutory or municipal laws directly related to the licensed activity; to wit:

<u>Charge</u>	<u>Conviction Date</u>
Drive Over Center Line	2008
Improper Towing	2009
Fail to Yield at Stop Sign	2009
Defective Speedometer	2009
Speeding	2009
Seat Belt	2010
Tire Squealing	2011
Speeding	2012
Speeding	2012

2. The three most recent convictions occurred since the prior license application was granted by the council.
3. These convictions, plus an additional "Loud Noise" conviction from 2010, show that Mr. Lehmann is a regular and habitual law violator.
4. Mr. Lehmann, despite being previously warned of the necessity of revealing all traffic and misdemeanor convictions in the past five years, and all felonies in the past ten years, failed to reveal five of his ten violations, and provided no valid reason to the committee for his failure to do so
5. As a result of the above, the committee finds that renewing Mr. Lehmann's license would not be in the interest of public safety.

Based on these findings of facts, your committee recommends that the common council uphold the decision to deny renewal of the Taxicab Operator's License No. 6977 held by Edwin R. Lehmann.

On motion by Alderperson VanderWeele and second by Alderperson Lessard, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, VanderWeele, Versey • 13.

Nays: Bohren, Wangemann • 2.

**R. C. No. 142 - 12 - 13. By LAW AND LICENSING. August 20, 2012.**

At its meeting on July 24, 2012, your Committee voted to conditionally recommend that the Common Council not renew the Taxicab Operator License No. 9411 held by Roxana M. Ramirez.

Was referred back to the Committee on Law and Licensing.

**R. C. No. 143 - 12 - 13. By LAW AND LICENSING. August 20, 2012.**

Your Committee to whom was referred, pursuant to R. O. No. 82-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #8936 be denied based upon her failure to accurately reveal all relevant convictions on her 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 Lessard, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, VanderWeele, Versey, Wangemann-15.

Nays: None.

**R. C. No. 144 - 12 - 13. By LAW AND LICENSING. August 20, 2012.**

Your Committee to whom was referred, pursuant to R. O. No. 82-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9625 be denied based upon his failure to accurately reveal all relevant convictions on his 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 Lessard, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, VanderWeele, Versey, Wangemann-15.

Nays: None.

**R. C. No. 145 - 12 - 13. By PUBLIC WORKS. August 20, 2012.**

Your Committee to whom was referred the following:

1. R. O. No. 110-12-13 by the City Attorney submitting a communication from Attorney St. Peter, attorney for the Town of Wilson, relative to a proposed amendment to the City of Sheboygan/Town of Wilson Shared Dog Park Agreement; and
2. Res. No. 53-12-13 by Alderperson Heidemann authorizing the appropriate City officials to execute an amendment to the Shared Dog Park Agreement;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

On motion by Alderperson Bohren and second by Alderperson Roeseler, the Report of Committee was referred to the Committee on Finance.

**R. C. No. 146 - 12 - 13. By SALARIES AND GRIEVANCES. August 20, 2012.**

Your Committee to whom was referred Gen. Ord. No. 16-12-13 by Alderperson Roeseler repealing and recreating Section 82-126 of the Municipal Code relating to compensation for overtime worked by non-represented employees of the City; recommends that the attached Substitute Ordinance be passed.

On motion by Alderperson Roeseler and second by Alderperson Kath, the documents were lost on call of the roll:

Ayes: Dekker, Kath, Lessard, Matichek, Roeseler, VanderWeele • 6.

Nays: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Lewandoske, Versey, Wangemann • 9.

**ORDINANCE INTRODUCED**

**Gen. Ord. No. 21 - 12 - 13. By Alderpersons Kath and Lewandoske. August 20, 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 north of Erie Ave., west of N. 29<sup>th</sup> St., south of Wilgus Ave. and east of N. Taylor Dr. (Parcel #215096) from Class UR Urban Residential to SC Suburban Commercial Classification.

Was referred to the City Plan Commission.

**MATTER LAID OVER**

**Res. No. 51 - 12 - 13. By Alderpersons Hammond, Dekker, Carlson and Donohue. August 6, 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:

Establishing estimated revenue and appropriation for State of Wisconsin Local Road Improvement Program funding:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund	Capital Projects Fund	
State Grant	Paving	
40033140-434211	40033140-631200	\$101,696

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, Lewandoske, Matichek, Roeseler, VanderWeele, Versey, Wangemann-15.

Nays: None.

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".

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Mayor

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City Clerk