

*****ATTACHMENTS*****

Publish - June 29, 2012 and July 6, 2012. (Classified not display)

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., July 16, 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 Ordinance. The purpose is to amend Section 15.807 of the City of Sheboygan Zoning Ordinance relating to temporary signs so as to add a new subsection for noncommercial temporary signs.

SUSAN RICHARDS
City Clerk

II

Other Matters

6.1

R. O. No. 49 - 12 - 13. By CITY CLERK. June 4, 2012.

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

Law & Lic
 6/18/12 - grant all licenses except
 Keil, Steder, Western, Winter, Genson, Ososa, Sandstadt,
 Grunow, Malson, McDonald, Moya, Dallas, Castro, Sandstadt,
 Siegl, Vreke, Santana
 7/2/12 - deny Dallas, Ososa, Vreke
 Genson, Moya, Western, Malson, Steder,
 Keil, Grunow, Winter, McDonald, Sandstadt, Santana
 7/16/12 - deny Steder, Moya, Vreke, Ososa.
 Genson, Siegl

Lusan Richards
 City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9574	Bartel, Tiffany A.	3504 Stone Dr.
9588	Bayer, David A.	N9887 17 th Ave., Necedah
4725	Beimel, Kathleen M.	1407 Main Ave.
7820	Burns, Taylor L.	915A Indiana Ave.
9577	Ellis, Jessica R.	1727 N. 4 th St.
9576	Fenrich, Michell A.	2508 Wilgus Ave.
9569	Fetterer, River L.	4410 Cty Rd. J
9578	Goetsch, Stephanie J.	2407 N. 26 th St.
9589	Haass, Charlotte E.	1139 Countryside Dr., De Pere
9572	Helmke, Christopher M.	2227 Terrace View Dr., #2A
9575	Huibregtse, Amanda L.	N1909 Hubregtse Rd., Oostburg
9564	Kaderabek, Jason J.	3625 Hecker Rd., Manitowoc
9573	Karnop, Heather M.	1822 Arizona Ave.
9565	Keil, Samantha A.	1515 S. 22 nd St.
9592	Kelly, Anne E.	1618 N. 34 th St.
9586	Krause, Aleah F.	3722 Koehler Dr.
9579	Kuehl, Jolynn K.	1634 Stahl Rd.
9587	Muecke, Rachel L.	N6402 N. 67 th St.
8367	Niemi, Pamela L.	1423 Forsyth Ave., #2
8226	Orr, Cori L.	1628 S. 21 st St.
9571	Renzelman, Wendy J.	1637A Geele Ave.
9583	Roehrborn, Becky J.	1223 Lincoln Ave.
9585	Rossmiller, Aaron B.	15 Ottawa Place
8761	Ruge, Alan	1815 S. 19 th St.
9570	Spoerl, Cassandra L.	162 Meadow Ridge Dr., Sheb. Falls
7004	Stapel, Kimberly A.	813 Huron Ave.
9597	Steder, Amanda L.	1814 N. 11 th St., A
9580	Stevenson, Sue Rae M.	2637 N. 20 th St.
9568	Vilter, Tiffany L.	551 Pine St., Sheboygan Falls
9566	Western, Amy J.	3231 S. 10 th St.

1.0

PH

James P. ...

9591 Winter, Kelly J.
6707 Wise, Scott W.

1608 Alexander Ct.
1424 S. 24th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
8153	Alcala, Tabata L.	1820 N. 19 th St.
5930	Alten, Candace A.	1327 N. 13 th St.
5206	Anderson, Teresa L.	2319 Pennsylvania Ave.
8985	Azukas, Linda J.	1604 N. 21 st St.
8717	Ballantine, Tina R.	1818 N. 10 th St.
7164	Bath, Sherry A.	2509 N. 28 th St.
8079	Batres, Edgar D.	2227 Terrace View Dr.
7094	Baulch, Melvyn D.	207 School St., Kohler
7996	Bebermeier, Erin B.	1624 N. 15 th St.
9030	Benish, Leland J.	2513 N. 9 th St.
8658	Bersch, Laurie B.	916 Mayflower Ave., #1
8496	Bilgrien, Danielle M.	1732 Knollcrest Dr.
8001	Bitter, Jacqueline E.	1720 Appletree Rd., Howards Grove
7881	Black, Abigail E.	913A N. 5 th St.
5171	Bogenschuetz, Nathan L.	4702 Fox Grove Rd.
8036	Gogenschuetz, Tamara Linn	4702 Fox Grove Rd.
6709	Bonelli, Leo P.	2417 W Koning Dr.
7751	Bowers, Misty D.	2309 Main Ave.
7937	Brill, Jennifer L.	603 E Clifford St., Plymouth
1134	Brock, Joann M.	705 N. 38 th St.
9009	Brown, Debra J.	1016 Bluff Ave.
4105	Brown, Jeffrey D.	5108 Evergreen Dr.
5866	Buechler, Paul T.	1213A S. 10 th St.
8993	Burg, Christine A.	711 Superior Ave.
8983	Carey, Mary D.	4027 Oakdale Ct., #C103
8967	Carle, Kenneth G.	803 Leland Ave.
5789	Carrothers, Walter L.	2031 New Jersey Ave.
7279	Charlton, Lorri L.	716 6 th St., Kiel
7570	Coronado, Juan D.	1608 Bell Ave.
1204	Cotter Jr., Donald G.	1422A N. 10 th St.
3756	Devriend, Therese K.	1513 S. 14 th St.
8568	Dewey, Suzanne R.	310 S. Lincoln Dr., Howards Grove
2574	Dietz, Jean M.	721 Geele Ave.
7169	Dodge, Brianna L.	2320 N. 10 th St.
8192	Edwards, Morgan R.	2212 Wedemeyer St.
8116	Erdmann, Kathy M.	1623 Alabama Ave.
4034	Ertel, Michael L.	2400 Fairfield Ln., Plymouth
8970	Fischer, Mindy A.	2910 Lakeshore Dr.
8857	Frauenfeld, David A.	815 St. Clair Ave. #10
3544	Garlieb, Perry H.	1210 N. 14 th St.

5291 Gatford, Barbie R. 2802 S. 18th St.
9035 Genson, Amanda N. 516 N. 13th St.
5779 Gill, Stephanie L. 1906A S. 12th St.
8681 Godeman, Heather M. 1534 S. 13th St.
4026 Graf, James J. 607 Sommer Dr.
7391 Grams, Bradley M. 1409 Sunnyside Ave.
5793 Grande, Jody L. 1736 N. 27th St.
4028 Grawien, Elizabeth 3515 N. 10th St., #122
4411 Green, Candice S. 2218 Camelot Blvd.
8609 Greger, Pamela L. 2226A S. 14th St.
5285 Grub, Jason E. 1716 Wisconsin Ave.
8665 Grunow, Felicia M. 508 Blackstock Ave.
1431 Guenther, Victor C. 2621 N. 25th St.
9046 Gumtow, Jennifer L. 2217A N. 6th St.
9029 Heitzmann, Amanda K. 2106 S. 14th St.
8201 Hemenway, Kenneth R. 1408 N. 28th St.
2872 Hendrikse, Larry A. 1416 Logan Ave.
6765 Hermann, Jane 2134 S. 12th St.
8618 Hickmann, Erik J. 813A Indiana Ave.
6806 Hoeft, Donald C. 510 Bluff Ave.
6635 Hoffmann, Laura 1515 N. 7th St.
6452 Hohmann, Luanne J. 1236 Eisner Ave.
8897 Holm, Patrick F. 611 N. Water St.
1527 Hoppe, David L. 1918 S. 17th St.
8975 Howard, Holly T. 1408B Michigan Ave.
1547 Hutchison, Betty A. 628 End Ct.
5696 Hutton, Charles F. 1149 High Ave.
4413 Ireland, Karen K. 1950 N. 6th St.
8968 Jacqueline, Jeremy J. 2105 32nd St., Two Rivers
4041 Jenkins, Brian J. 1634 S. 20th St.
9008 Johnston, Jacqueline N. 2411 S. 17th St.
1574 Johnston, Janet 1628 S. 19th St.
5716 Kaker, Justine M. 2020 S. 26th St.
2073 Kapellen, Sandra J. 1633 Indiana Ave.
7267 Kelly, Janet B. 1106 Oakland Ave.
8881 Knight, Nicole M. 1124 N. 14th St.
6614 Koerner, Mystie C. 837 Leland Ave.
5763 Kohler, William R. 531 Clifton Ave.
7090 Kraus, Steven R. 1640 S. 17th St.
4981 Kraus, Thomas J. 1705 N. 15th St.
8994 Kujac, Tiffany L. 1519A S. 14th St.
3816 Kurtz, Kathleen A. 1724 Wilson Ave.
8261 Law, Sarah E. 904 N. 4th St.
8996 Kurtz, Lori L. 1622 Oakland Ave.
1711 Kussard, Dennis A. 1345 N. 40th St.
7899 Lackershire, Scott D. 2220 Kohls Ct.
7361 Leahy, Patricia M. 2103 N. 21st St.

5071 Lentz, Carrie M.
4767 Lessard, Susan J.
1781 Lukonen, Kathryn
4269 Maertz, Gary R.
8607 Malson, Joshua J.
9041 Mancillas, Lady Acuna
8831 Martin, Mary Beth
8878 McDonald, Brittany J.
5354 McGeary, Scott A.
1843 Menzer, Lee A.
5138 Metz, Nicole L.
3503 Meyer, Debra A.
1864 Meyer, Michael E.
7140 Miller, Joan
8987 Mohar, Kathryn M.
6449 Mohnsam, Jessica P.
8003 Molitor, Elizabeth A.
8978 Moya, Christie M.
7107 Mueller, Amanda L.
9015 Nevins, Sarah M.
1911 Nickel, Kathleen A.
1913 Niesing, Mary M.
8963 Nitsch, Ralph J.
1918 Noordyk, James V.
9567 Ongna, Jennifer S.
8151 Oppeneer, Martha N.
8008 Osoa, Sandra A.
4919 Paral, Jennifer L.
6661 Pearson, Lisa
3359 Petermann, Richard J.
4465 Petermann, Robert L.
6148 Petrie, Nicole H.
3746 Pfrang, Sheryl R.
9005 Pool, Julie A.
5036 Posey, Susan E.
1984 Pragatz, Donna L.
2013 Reif, Sheryl A.
8961 Roskosch, Doris
8895 Ruppel, Peggy J.
8917 Sbarbaro, Coral G.
7229 Schillingowski, Sue E.
5235 Schleining, David A.
6448 Schmidt, Timothy J.
6559 Schnuelle, Dayton L.
4632 Schreurs, Amy
8896 Segovia, Andrew A.
6454 Senkbeil, Gregory A.
519 S. 28th St.
5016 Moenning Rd.
526 S. Evans
1420 Martin Ave.
1132 Kentucky Ave.
2219 Terrace View Dr., 3D
3618 N. 20th Pl.
1233 S. 23rd St.
932 N. 37th St.
633 N. 27th St.
2219 Cleveland
3824 N. 45th St.
2925 Lake Shore Dr.
1909 Mead Ave.
2119 Henry St.
1619 N. 27th St.
4219 S. 15th St.
1023 Falls Parc Ave., Sheb. Falls
932 N. 37th St.
1339 S. 25th St.
808 S. 16th St.
618A N. 9th St.
3833 S. 18th St.
1334 Blackwood Ct.
W3404 Cty Rd. OO, Sheboygan Falls
3215 Mill Rd.
405 Superior Ave.
2316 Henry St.
1122 S. 19th St.
4408 White Oak Ln.
2311 S. 11th St.
803A Bluff Ave.
811 N. 38th St.
702 McColm St., Plymouth
411 S. Lincoln Dr, Howards Grove
1444 N. 26th St.
1529 Union Ave.
3409 S. 11th St.
2507 Calumet Dr.
3706 Superior Ave.
56 S. Hiawatha Cir.
1125 Lincoln Ave.
2416 N. 34th St.
3628 S. 11th St.
1016 Logan Ave.
1117 Los Angeles Ave.
820 N. 28th St.

4221 Shimkoski, Ryan L.	2714 Union Ave.
6987 Siegl, Kelly L.	1339 Bluff Ave.
8911 Siever, Rachelle A.	3506 Willow Circle
8973 Sliemers, Ardith G.	1311 Union Ave.
9414 Smith, Brian J.	1717 Huron Ave.
6417 Sneen, Bruce A.	3997 Arrowhead Ct.
2181 Snow, Theresa M.	934B Geele Ave.
7309 Sonneman, Duwaine A.	W6554 St Rd. 28, Cascade
2752 Soukup, Kelly J.	1322 S. 7 th St.
8595 Stenglein, Eric G.	1734 N. 7 th St.
8958 Stockinger, Debra J.	74 Lighthouse Ct.
2840 Strickland, Harold J.	2911 S. 15 th St.
5200 Sutherland, Christine A.	N3259 Hwy 32, Sheboygan Falls
2223 Teetzen, Deana L.	1235 Indiana Ave.
5175 Tewelis, Nancy G.	3705 Sheridan Ave., #F4
8024 Theune, Shawn L.	1902 Camelot Blvd.
4801 Toston, Jolene L.	1903 Union Ave.
1600 Traas, Jennifer L.	1222 N. 29 th St.
8704 Trad, Lauri A.	3908 Heather Valley Rd.
8829 Underwood, Lisa M.	1114 High Ave.
8960 Voelker, Kathleen M.	955 Green Acres Dr., Sheb. Falls
8945 Vreeke, Erin M.	3813 S. 10 th St.
2275 Vreeke, Scott B.	1018 Los Angeles Ave.
8109 Waechter, Patti A.	1214 S. 22 nd St.
6292 Walker, Joel P.	335 N. Westhaven Dr., Oshkosh
4266 Walters, Susan A.	2222 N. 29 th St.
2283 Wappler, Michael	2044 Calumet Dr.
8596 Wangemann, Michele M.	1230 Georgia Ave.
4283 Webb, Sandra L.	1911 S. 14 th St.
4485 Weber, Tammy	1013 N. 12 th St.
9016 Wernecke, Arnold L.	1404 S. 35 th St., Manitowoc
6373 Widra, Kerri Ann	20 Winnebago Pl.
8959 Wilson, Michelle R.	1643 Weeden Creek Rd.
5113 Wilson, Rachael L.	603 Leavens Ave., Sheboygan Falls
3502 Wolff, Richard A.	1622 N. 25 th St.
8974 Wood, Robert L.	328 Niagara Ave.
8170 Zenk, Travis A.	2123A S. 16 th St.
5762 Zoch, Christohper R.	620 St. Clair Ave.

TAXICAB DRIVER LICENS(June 30, 2013)NEW

<u>No.</u>	<u>Name</u>	<u>Address</u>
9590	Dallas, David C.	1433 S. 20 th St.

TAXICAB DRIVER LICENS(June 30, 2013)RENEW

<u>No.</u>	<u>Name</u>	<u>Address</u>
5787	Anderson, Tanya J.	8512 Cty Line Rd., Cleveland
7348	Castro Jr., Mauro	611 S. 15 th St.
8147	Galicia, Jorge A.	1516 Michigan Ave.
7483	Gollihue, Charlotte A.	1537 N. 12 th St.
8112	Gohr, Trevor M.	4213 Autumn Ct.
6725	Harrison, Renee H.	219 E 1 st St, Waldo
4978	Hunt, Denise L.	1501 Erie Ave.
8189	Koppelman, Krysta Lee	2824 Cty Rd. Y
6703	Kropuenske, Lynn M.	716 Superior Ave.
7701	Mohr, Charles T.	1270 Meadowbrook Dr., Cleveland
8196	Nytes, Allan J.	2315 S. 11 th St.
7805	Reiner, Michael G.	2419 N. 29 th St.
6913	Rios, Ricardo	1624 S. 9 th St.
5842	Sanstadt, Theodore T.	805 Chicago St., Sheb. Falls
7731	Santana, Reynel	2724 Main Ave.
6948	Schneider, Gordon J.	2223 S. 7 th St.
9341	Weber, Jeffrey D.	2313 Hillshire Dr., 3A

II

R. O. No. 67 - 12 - 13. By CITY CLERK. June 18, 2012.

Submitting a communication from Alderperson Lewandoske recommending changing various ordinances regarding rules on what can and cannot be allowed on graves and proposing signage be added and information added to the City's website.

Pub. Wks.
File & have cemetery
ordinance rules more visible on the
City's website (under the Cemetery page)

Susan Richards
City Clerk

17

17

17

III

17

JUN 15 12:14 PM

Proposed new rules for what can and cannot be allowed on graves in Sheboygan's Wildwood Cemetery by Ald. Scott Lewandoske. These are based on rules from other cemeteries. I was asked to come up with possible new rules by Public Works Assistant Chairman Alderman Bohren at the June 12, 2012 Public Works Committee meeting.

Currently: Sec. 34-50. - Winter decorations restricted.

Winter decorations, holly, evergreen or artificial wreaths may be placed on graves to remain until March 15. After such date all such decorations shall be removed. If any are to be kept for future use, they should be removed by the owners before such date.

I propose to change the date to April 1.

My reason for this change is that, on March 15, there can still be deep snow in the cemetery, plus snow banks to climb over to get to the graves to remove decorations. Also, some of the roads between blocks on the east end of Wildwood are not plowed and can be very icy on March 15.

Currently: Sec. 34-52. - Certain items prohibited.

The placing of boxes, shelves, ornaments, chairs, settees, glass, wood or iron cases and similar articles upon a lot in the city cemetery shall not be permitted. If so placed, the cemetery and parks supervisor may remove such.

I propose to add to this, crockery, metal cans, Styrofoam, paper products, plastic, toys, stuffed animals, gravel, stone, bark, stakes, food, and all wind driven objects (except American flags).

My reason for these changes is that these items can make the cemetery look more like a garbage dump, than a place to honor the dead. Also, these items can be run over by lawnmowers causing damage to the mowers or creating a larger mess. In addition, food can attract wild animals that will eat food that is left on the graves. Among food items I have seen on graves in Wildwood or the adjoining Lutheran Cemetery are small birthday cakes, Easter eggs, and once, I saw a wrapped package of cotton candy on a grave. I have personally seen deer, raccoons, and a wolf in Wildwood Cemetery that would be attracted to this food.

I also propose that these rules be placed on signs on the north end and south end of Wildwood cemetery and be added to the City of Sheboygan website, as they are not currently on the website.

Scott Lewandoske

5th District Alderperson (Wildwood Cemetery is located in the 5th District)

II

3.2

R. O. No. 72 - 12 - 13. By BUILDING INSPECTION. July 2, 2012.

Submitting the Building Inspection Department's Housing Inspection Activity Report for the years 2011 and 2012.

Pub Prot
a safety
Bill

Chad Pelishek

19.8

19.8

III

Report No: BI245B

Building Inspection Department
Housing Inspection Activity Report
For: 2012

As Of: 06/20/2012
15:39:17

	Number Of Inspection Requests	Number Of Requests Not Yet Inspected	Number Of Inspections With No Violations	Number Of Inspections With Violations	Total Number Of Violations	Average Number Of Violations	Number Of Violations Fixed	Number Of Violations In Process	Number Of Citations Issued
January	20	0	0	18	47	2.61	35	3	16
February	192	0	1	192	237	1.23	60	10	5
March	277	0	10	267	388	1.45	117	2	28
April	108	0	15	88	141	1.60	70	23	20
May	24	0	2	27	53	1.96	122	55	9
June	31	0	0	31	55	1.77	153	139	43
July	0	0	0	0	0	.00	3	285	0
August	1	0	0	0	0	.00	0	72	0
September	0	0	0	0	0	.00	0	7	0
October	0	0	0	0	0	.00	0	2	0
November	0	0	0	0	0	.00	0	0	0
December	0	0	0	0	0	.00	0	0	0
TOTAL	653	0	28	623	921	1.48	560	598	121

Number of Inspections Open: 330

Number of Inspections Closed: 323

Report No: BI245B

Building Inspection Department
Housing Inspection Activity Report
For: 2011

As Of: 06/20/2012
15:39:17

	Number Of Inspection Requests -----	Number Of Requests Not Yet Inspected -----	Number Of Inspections With No Violations -----	Number Of Inspections With Violations -----	Total Number Of Violations -----	Average Number Of Violations -----	Number Of Violations Fixed -----	Number Of Violations In Process -----	Number Of Citations Issued -----
January	14	0	1	15	22	1.47	1	0	0
February	13	0	0	13	19	1.46	3	0	1
March	25	0	2	23	39	1.70	16	0	2
April	53	0	2	16	24	1.50	2	2	0
May	36	0	1	40	65	1.63	22	0	7
June	30	0	0	32	60	1.88	25	11	10
July	37	1	1	37	62	1.68	13	6	5
August	12	0	1	14	20	1.43	32	10	0
September	18	0	1	19	41	2.16	17	2	12
October	93	0	26	88	146	1.66	7	4	3
November	30	3	1	26	37	1.42	99	15	12
December	13	0	0	14	17	1.21	25	2	2
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TOTAL	374	4	36	337	552	1.64	262	52	54

Number of Inspections Open: 95

Number of Inspections Closed: 279

II

3.6

R. O. No. 76-12-13. By CITY CLERK. July 2, 2012.

Submitting a communication from Alderperson Bohren along with an issue of "Capitol Buzz" regarding the contribution rate for 2013 for Wisconsin Retirement System.

Finance
or
C.O.W.
Act File

Susan Richards
City Clerk

200

II

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

Contribution Rate Likely to Be Between 13.2 -13.7 Percent for 2013

Witynski@lwm-info.org

www.lwm-info.org

An [article](#) in today's Wisconsin State Journal reports that the combined employer-employee Wisconsin Retirement System contribution rate for 2013 will likely be between 13.2 and 13.7 percent of payroll. That would be a big jump up from this year's 11.8 percent contribution rate.

Wisconsin Employee Trust Fund staff confirmed for me today that the article was accurate. ETF will be sending employers an update in a week or two. ETF staff said that contribution rates are usually approved in June. This year however, the rates will not be finalized until September due to delays caused by changes made to the retirement system by Act 10 and the biennial budget.

The 2013 contribution will be split by government employers and employees.

Most of the increase is the result of the system's continuing recovery from investment losses in the 2008 world financial market crash, but an unintended consequence of Act 10 is expected to boost the employer-employee contribution rate to about 13.2 percent - and possibly as high as 13.7 percent - of payroll, the highest since at least the mid-1980s.

Without the Act 10 effect, the rate would have been about 12.5 percent, According to ETF staff.

Forward email

Richards, Sue

From: Alderperson Jim Bohren
Sent: Wednesday, June 27, 2012 8:43 AM
To: Richards, Sue
Cc: Long, Linda
Subject: FW: Capitol Buzz

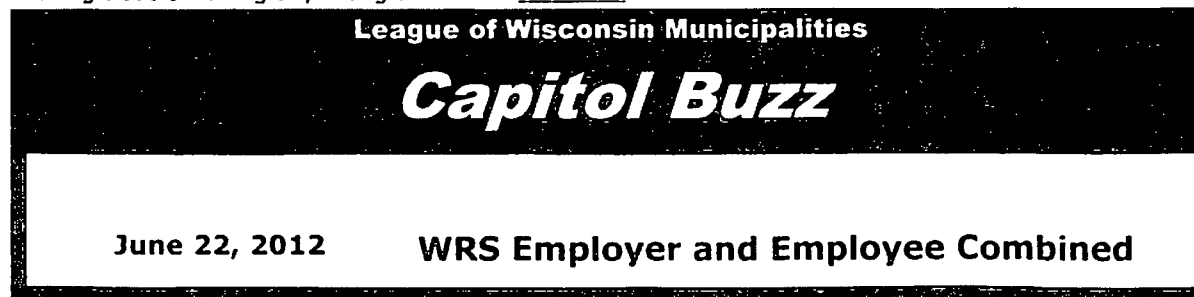
Sue -

Please submit the attached issue of the "Capitol Buzz" as a document for the June 18th 2012 Council meeting. Please refer it to the Finance committee and the Committee of the Whole. Thanks.

Alderman Jim Bohren
8th District - Wards 24, 25 & 26
City of Sheboygan, Wisconsin
920.395.2230
jim.bohren@ci.sheboygan.wi.us
2012 - 2013 Committee Assignments
Chairman, Committee of the Whole
Vice Chairman, Public Works Committee

From: League of Wisconsin Municipalities [witynski@lwm-info.ccsend.com] On Behalf Of League of Wisconsin Municipalities [witynski@lwm-info.org]
Sent: Friday, June 22, 2012 2:00 PM
To: Alderperson Jim Bohren
Subject: Capitol Buzz

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~~IX~~

5.3

Gen. Ord. No. 14 - 12 - 13. By Alderperson Van Akkeren. June 4, 2012.

AN ORDINANCE amending the City of Sheboygan Municipal Code to modify Sections 26-961 and 26-966 to require registration for replacement of water heating equipment and dishwashers and establishing a fee for same.

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

Section 1. Section 26-961 of the Sheboygan Municipal Code entitled "Permits required" is hereby repealed and recreated to read as follows:

"Sec. 26-961. Permits required; registration.

- (a) *Generally.* No plumbing shall be performed in the city except in cases of repair of leaks and stoppages, unless a permit shall first have been issued by the plumbing inspector and proper fee paid therefore. Permits and registrations shall be issued only to persons licensed to do plumbing under state laws; provided, however, that any person owning and occupying a single-family dwelling may do plumbing therein without having a license as a plumber.
- (b) *Registration.* Replacement of water heating equipment and dishwashers in one or two family dwellings shall require registration whether done by a licensed plumber or a person owning and occupying a single family dwelling. Plumbing inspector reserves the right to inspect any and all such installations at his/her discretion."

Section 2. Section 26-966 of the Sheboygan Municipal Code entitled "Permit fees" is hereby amended in the title thereof to read "Permit/registration fees" and further amended so as to add subsection (e) thereof to read as follows:

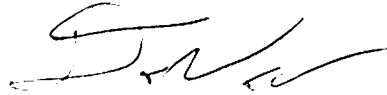
"Sec. 26-966. Permit/registration fees.

. . .

- (e) Registration fee for replacement of water heating equipment and dishwashers in one and two family dwellings per sec. 26-961(b) shall be twenty-five dollars."

PPS
file

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



I HEREBY CERTIFY that the foregoing 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

Richards, Sue

From: Alderperson Scott Versey
Sent: Tuesday, July 10, 2012 1:29 PM
To: Richards, Sue
Subject: FW: cab meters

Sue could you please have this referred to L&L for their next meeting? Thank you very much.

Scott M Versey
3rd District Alderman
803-1880
Department of Public Works Committee
Sustainable Sheboygan Task Force - Chairman
Maywood Park Advisory Board
Architectural Review Board

From: Christos Balassi [cbalassi@yahoo.com]
Sent: Thursday, June 28, 2012 5:41 PM
To: Alderperson Scott Versey
Subject: cab meters

Scott per our conversation on Thursday i think that it would be wise to implement a meter system like this as an example. \$3.00 per flag getting into the cab and \$2.00 per mile. and let each co. charge time or extra people, also if the cab is stopped without a meter and certification; it will be impounded at that time only released when the fine is paid and the meter is certified at owners expense, to implement this change the cab co. will have 30 days to comply with all cabs that need a meter. thank you for your support in this matter ,this will help the police with a better way to control some cabs that need be to taken off the street and level the playing field so we all can make money and not try and see what we can get away with best regards Christos G. Balassi owner Greco Cab Co.

II

R. O. No. _____ - 12 - 13. By CHIEF OF POLICE. July 16, 2012.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing April 1, 2012 and ending June 30, 2012.

Part I Crimes	April		May		June		2012 TOTAL 2 ND QTR Reported	2011 TOTAL 2 ND QTR Reported
	Reported	Cleared	Reported	Cleared	Reported	Cleared		
Homicide	0	0	0	0	1	1	1	0
Rape	1	0	1	2	0	0	2	3
Robbery	1	0	2	0	0	0	3	11
Aggravated Assault	13	9	13	16	7	7	33	27
Simple Assault*	29	22	33	24	25	23	87	57
Burglary	16	3	14	4	18	10	48	56
Theft	91	36	111	39	111	26	313	281
Vehicle Theft	2	2	1	0	6	4	9	7
Arson	0	0	1	0	0	0	1	0
Total Part I Crimes	153	72	176	85	168	71	497	442
Total Current <i>Reported</i>	497		Total Current <i>Cleared</i>		228			
Same Quarter Last Year	442		Same Quarter Last Year		173			

*Part 2 Crime

Traffic Arrests	
April	187
May	236
June	251
Current Quarter	674
Same Quarter Last Year	603

Other Arrests	
April	384
May	431
June	421
Current Quarter	1236
Same Quarter Last Year	1132

Accidents Investigations	
Current Quarter	255
Same Quarter Last Year	326

Total Arrests	
Current Quarter	1910
Same Quarter Last Year	1735

Property	April	May	June	Current Quarter	Same Quarter Last Year
Value Property Stolen	45,884	70,223	29,193	145,300	128,374
Value Property Recovered	8,655	9,770	4,277	22,702	26,424
Percent Recovered	19	14	15	16	21

Chief of Police Christopher D. Domagalski

7/9/12
1:29 pm
sck

Date 7-9-12

My name is Scott Steinberg

I am requesting a waiver to the Sexual Residency Requirements so I may live at 724 Broughton Dr
up stairs instead of down stairs.

Signature Scott Steinberg

Phone No 920-331-4354

July 9, 2012
4:01 pm
sdc

Date July 6, 2012

My name is Brian Johnston

I am requesting a waiver to the Sexual Residency Requirements so I may live at 3528 Highcliff Circle
Sheboygan, WI 53083

Signature Brian Johnston

Phone No 920-395-2261

New house: 920-395-2214

7.11.1951
M.C.I. 10.11
S.S.

8
9
10

1100-1100

Scott Walker
Governor

Gary Hamblin
Secretary



JUL 10 '12 PM 2:42

3422 Wilgus Avenue
Sheboygan, WI 53081
Phone (920) 459-3097
Fax (920) 459-4386

State of Wisconsin
Department of Corrections

July 10, 2012

To whom it may concern:

The Department of Corrections, on behalf of Anthony Masta (DOC # 392995...DOB: 4/9/1971), is hereby filing an appeal to the Sex Offender Residency Restrictions.

Mr. Masta is slated to be released from prison on August 14, 2012. Upon his release, the Department would like to place him at a Transitional Living Placement (TLP) residence located at 1123 / 1125 North.14th Street or 930A Michigan Avenue, based on availability.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Mike Roehl', with a large, sweeping flourish extending to the right.

Mike Roehl
Probation & Parole Agent #71214
3422 Wilgus Ave. Sheboygan, WI 53081
920.459.3484

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

AMENDED COMPLAINT

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.

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

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 5967L1 (0011)—WISCONSIN

(Page 1 of 4 pages)

GREATLAND ■
To Order Call: 1-800-536-9393 Fax: 616-791-1131

EXHIBIT A

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.

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: 69281005150

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.

EXHIBIT B

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):

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

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 of [Type of Recording Jurisdiction]

of

SHEBOYGAN [Name of Recording Jurisdiction]

LOT 6, BLOCK 6, ASSESSMENT SUBDIVISION NO. 21, ACCORDING TO THE RECORDED 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 cancelling 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, entitles 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 October 10, 2005 (date) by
MAURICE J. BROWN and JESSICA T. BROWN, husband and wife

Aimee A. Markowski-Boerst
(person[s] acknowledging)
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

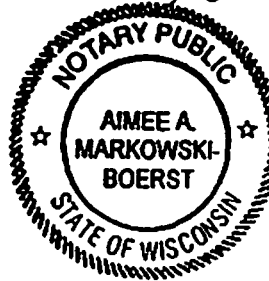


EXHIBIT B

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 575111 (0011)

(Page 1 of 3 pages)

GREATLAND #
Lo Order Call: 1-800-538-3173 Fax: 616-791-1131

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 to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

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

(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  Maurice Brown
Date MAURICE J BROWN

5/23/11  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. 8th 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

Improved Emergency Response and Cost Allocation

Background:

The City of Sheboygan Common Council and the Sheboygan County Board recently adopted resolutions endorsing the concept of establishing combined dispatch.

Opportunities for Improvement:

Combined dispatch is an integral component of the multi-million emergency response system invested in personnel, volunteers, and equipment countywide. Studies have shown combined dispatch will improve resource utilization and emergency response by establishing uniform emergency dispatch protocol, a single point of contact, clear jurisdiction, consistent training, and more efficient and effective response.

In addition, there will be savings associated with future equipment and software purchases, and every Sheboygan County resident will receive the same level of service and equitably share the costs.

Proposal:

Sheboygan County will run and support combined dispatch operations out of the Law Enforcement Center.

The City of Sheboygan would fund the construction of the dispatch facility along with equipment and infrastructure associated with the upcoming radio system upgrade, in the amount of \$5,700,000.

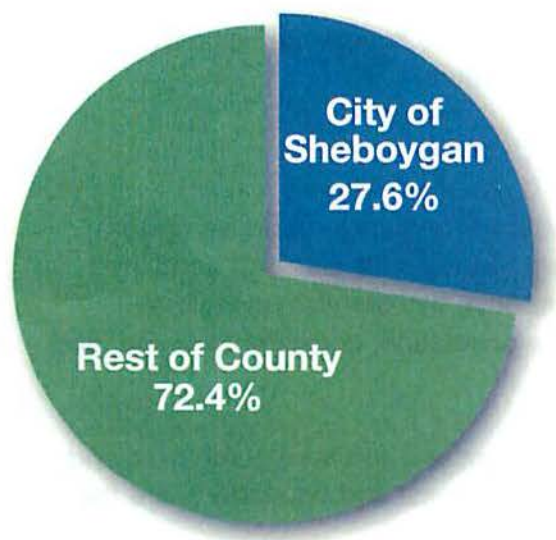
The annual debt service for the City's investment is projected at \$651,275 for 10 years at a rate of 2.5%.

Win Win:

Under this proposal, City of Sheboygan taxpayers could save \$149,303 per year while funding the 10 years of debt service. At the end of 10 years the City of Sheboygan taxpayers will have saved \$1,493,030 and will be saving \$800,578 annually thereafter.

Sheboygan County as a whole will benefit by attaining all the aforementioned opportunities for improvement, including the City of Sheboygan funding the necessary infrastructure upgrades to construct the combined dispatch center and substantially fund the radio equipment.

Sheboygan County Tax Levy - \$45,255,914



	City of Sheboygan	Rest of County
Sheboygan County Tax Levy	\$12,480,070	\$32,775,844

Current Dispatch Tax Levy Paid by City of Sheboygan Taxpayers

	County	City	Total
Tax Levy	\$992,666	\$1,120,176	\$2,112,842
% Paid by City Taxpayers	27.60%	100.00%	65.98%
Levy Paid by City Taxpayers	\$273,976	\$1,120,176	\$1,394,152

Proposed Dispatch Tax Levy Paid by City of Sheboygan Taxpayers

	County	City	Total
Tax Levy	\$2,150,629	\$0	\$2,150,629
% Paid by City Taxpayers	27.60%	100.00%	27.60%
Levy Paid by City Taxpayers	\$593,574	\$0	\$593,574
Debt Service for Facility	\$0	\$651,275	\$651,275
% Paid by City Taxpayers	27.60%	100.00%	100.00%
Debt Paid by City Taxpayers		\$651,275	\$651,275
Proposed Total Levy Paid by City Taxpayers (10 Years)			\$1,244,849
Annual Savings (10 Years)			\$149,303
Annual Savings (Beyond)			\$800,578

Time TABLE

Impact to Taxpayers

To improve operations, provide adequate backup support, and partially fund the required radio system upgrade. The proposed changes would have all taxpayers in the County pay same rate for the same level of enhanced dispatch service.

Enhanced dispatch services would cost only \$3.13 per month (for a taxpayer with a home with an equalized value of \$150,000).

Equalized Value of \$150,000

	City			County	
	Current	Proposed		Current	Proposed
		Yr 1 - 10	Yr 10+		
Equalized Value of Property	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Consolidated Tax Rate on Equalized Value	0.58	0.51	0.25	0.12	0.25
Annual Taxes Paid Associated with Dispatch	\$87.00	\$76.50	\$37.50	\$17.36	\$37.50
Annual Change from Current		-\$10.50	-\$49.50		\$20.14
Monthly Change from Current		-\$0.88	-\$4.13		\$1.68

Equalized Value of \$1,000,000

	City			County	
	Current	Proposed		Current	Proposed
		Yr 1 - 10	Yr 10+		
Equalized Value of Property	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Consolidated Tax Rate on Equalized Value	0.58	0.51	0.25	0.12	0.25
Annual Taxes Paid Associated with Dispatch	\$580.00	\$510.00	\$250.00	\$115.76	\$250.00
Annual Change from Current		-\$70.00	-\$330.00		\$134.24
Monthly Change from Current		-\$5.83	-\$27.50		\$11.19

To put this in perspective, fire insurance on a \$150,000 home is \$600 annually, or \$50 per month. In contrast, dispatch services cost \$37.50 annually or \$3.13 per month to coordinate timely emergency response (Law enforcement, fire department, ambulance services).

JUL 11 '12 PM 1:57

My name is René Cordova and I am requesting a waiver to the sexual offender residency restrictions. I would like to live at 1611 ontario Ave. Sheboygan WI. I can be reached at 920-627-3020.

René Cordova

René Cordova

I can be reached at 250-201-2050.
I will get back to you as soon as possible.
I would like to
provide a number to the
number I am
in the area of
the area of

Phone Number

Phone Number

CONTRACT FOR SERVICES
BETWEEN
THE CITY OF SHEBOYGAN AND
MOSS AND ASSOCIATES, LLC

Moss and Associates, LLC will provide negotiation and project management, through acquisition and or condemnation for the Eisner Avenue Project, State Project No. 4996-01-56.

Negotiation Services

- Moss and Associates, LLC will provide all aspects of property acquisition:
- Required handouts such as Property Owner Appraisal Guidelines, Property Owner Rights Brochure, Offer Price letter, copy of appraisals and description of taking and obtain purchase agreement if desirable.
- Negotiation files complete with Title Search, copy of appraisal, negotiation diary, mortgage releases, lien releases, tax proration, closing statement, copies of conveyances and statement to construction engineer.
- Obtain mortgage and lien releases when necessary.
- Submit necessary deeds and releases to the register of deeds for recording.
- Provide necessary documentation to the designated City of Sheboygan when an administrative settlement is recommended by the negotiator to preclude condemnation.
- Voucher all payment requests to the City of Sheboygan for payment of the acquisition.
- Provide all necessary forms to proceed with condemnation if necessary, i.e. Jurisdictional Offer and Award of Damages.

Project Management Services

- Moss and Associates, LLC will conduct all activities within the guidelines of Wis. Stats. Chapter 32 and Wis. Administrative Code Chapter 202.
- Invoice the City of Sheboygan monthly for work processed.
- Process offering price reports to the City for approval.
- Audit, approve and voucher payments for completed appraisal fees.
- Review and voucher invoices for property owner appraisals as provided in Wis. Stats. 32.06(2)(b).
- Provide periodic status reports
- Provide pre-trial consultation regarding condemnation proceedings
- Attend any meeting or conference required by the City of Sheboygan or the Wis. D.O.T.
- Provide consultation as necessary

The City of Sheboygan will provide:

- Any information necessary from the City Assessor for the appraiser or negotiator to perform their functions.
- Any necessary R/W plats, construction plans, profiles and cross sections as required.
- All engineering survey services and descriptions for property acquisition
- Arrange and conduct all asbestos contamination inspections, remediation and property demolition.
- Pay for any Title Searches or updates to Title Searches.
- Pay for all approved purchases of right of way.
- Pay for all approved relocation payments.
- Pay for approved appraisal fees.

Hold Harmless

If a legal challenge is filed in Sheboygan County Circuit Court against the City of Sheboygan for the City's exercise of condemnation powers under Chapter 32, Wis. Stats., for the project that is the subject of this Agreement and Moss and Associates, LLC is named as a party to the condemnation proceedings, the City of Sheboygan agrees to hold Moss and Associates, LLC harmless from claims made against Moss and Associates, LLC for Circuit Court proceedings involving Chapter 32, Wis. Stats. And the City of Sheboygan further agrees to provide legal representation at the expense of the City of Sheboygan necessary to defend Moss and Associates, LLC for Chapter 32 proceedings. This hold harmless and duty to defend provision does not apply to negligent and willful acts or personal injuries or property damage caused by or performed by Moss and Associates, LLC.

Moss and Associates, LLC will provide the services as outlined above for a fee of \$75.00 per hour with the exception of subcontracted services. Subcontracted services consist of Title Search and update, Appraisal fees and Appraisal review, if needed. The subcontracted services will be billed at the subcontractor's actual and reasonable billing rates.

Moss and Associates, LLC

City of Sheboygan

Randy Moss, Owner

Date

Ryan J. Sazama, P.E. City of Sheboygan

Project ID: 4996-01-56

Proposal for Services
City of Sheboygan
Eisner Ave., Sheboygan County, Wisconsin

Billing Rate: \$75/hr for Estimated Project Costs (not to exceed itemized cost)

Estimated Project Cost:

Negotiation Services for 35 Parcels	\$12,250
Project Management (pay requests, check disbursements, meetings, file preparation, order letter reports)	\$2,000
R/W Certification (prepare r/w cert., for MC and WisDOT)	\$3,000
Nominal Payment Parcel Report	\$1,200
Sales Study (Prepared by Mann & Associates LLC)	<u>\$1,000</u>
Total	\$19,450

Additional Acquisition Costs

Jurisdictional Offer through Award of Damages	(\$600/parcel)
Appraisals as necessary-Fee	(\$1,000)
Appraisals as necessary-TLE	(\$1,000)
Appraisals as necessary-PLE	(\$1,000)
Pretrial Consultation-Appraiser	(\$100/Hour)
Court Testimony-Appraiser	(\$150/Hour)

**CITY OF SHEBOYGAN
SHEBOYGAN BUSINESS CENTER
REAL ESTATE SALES COMMISSION MEMORANDUM OF UNDERSTANDING (MOU)**

1. The City of Sheboygan will pay a commission, up to 6% of the sale price of the subject property, to the Real Estate Agent identified below (the "Agent") for successfully securing a client buyer of available vacant land in the "Sheboygan Business Center," subject to all of the following conditions:
 - (a) The Agent shall be an eligible real estate broker licensed to conduct business within the State of Wisconsin.
 - (b) The Agent submitting an accepted written Offer to Purchase.
 - (c) The Agent and City having signed and returned this Real Estate Sales Commission Memorandum of Understanding (MOU) prior to any land transaction negotiations.
 - (d) The Agent's client having not already communicated with the City prior to contacting and/or securing the Agent's services.
 - (e) Agents are required to communicate and coordinate client activities through the City of Sheboygan Department of City Development for the purposes of coordinating permitting, zoning and/or Offer to Purchase conditions, as well as securing publicly financed business development incentives. Agents understand and accept that Sheboygan will continue to market the subject property, independent and/or in conjunction with other public or private entities.
 - (f) The business must conform to the City's Zoning Ordinance and Business Center Protective Covenants.
 - (g) The full commission amount will be provided to the Agent during the successful subject property closing.
 - (h) The City reserves the right to adjust its property sales prices used in determining the commission for good and sufficient reasons, as determined by the

City. Such adjustment would likely occur if the sale price is significantly different than recent comparable property sales.

(i) All commissions are subject to the City of Sheboygan Common Council approval.

2. This MOU shall be in effect for one year, or until the effective date of a Sheboygan city council resolution terminating its Sheboygan Business Center real estate sales commission payment policy, whichever is earlier.

Agent Name & WI Real Estate License #
Print name here: _____

Date

Mayor, City of Sheboygan
Print name here: _____

Date

City Clerk, City of Sheboygan
Print name here: _____

Date

3

MAPS OF CURRENT DISTRICT BOUNDARIES [FOR DONOR AND RECIPIENT DISTRICT]

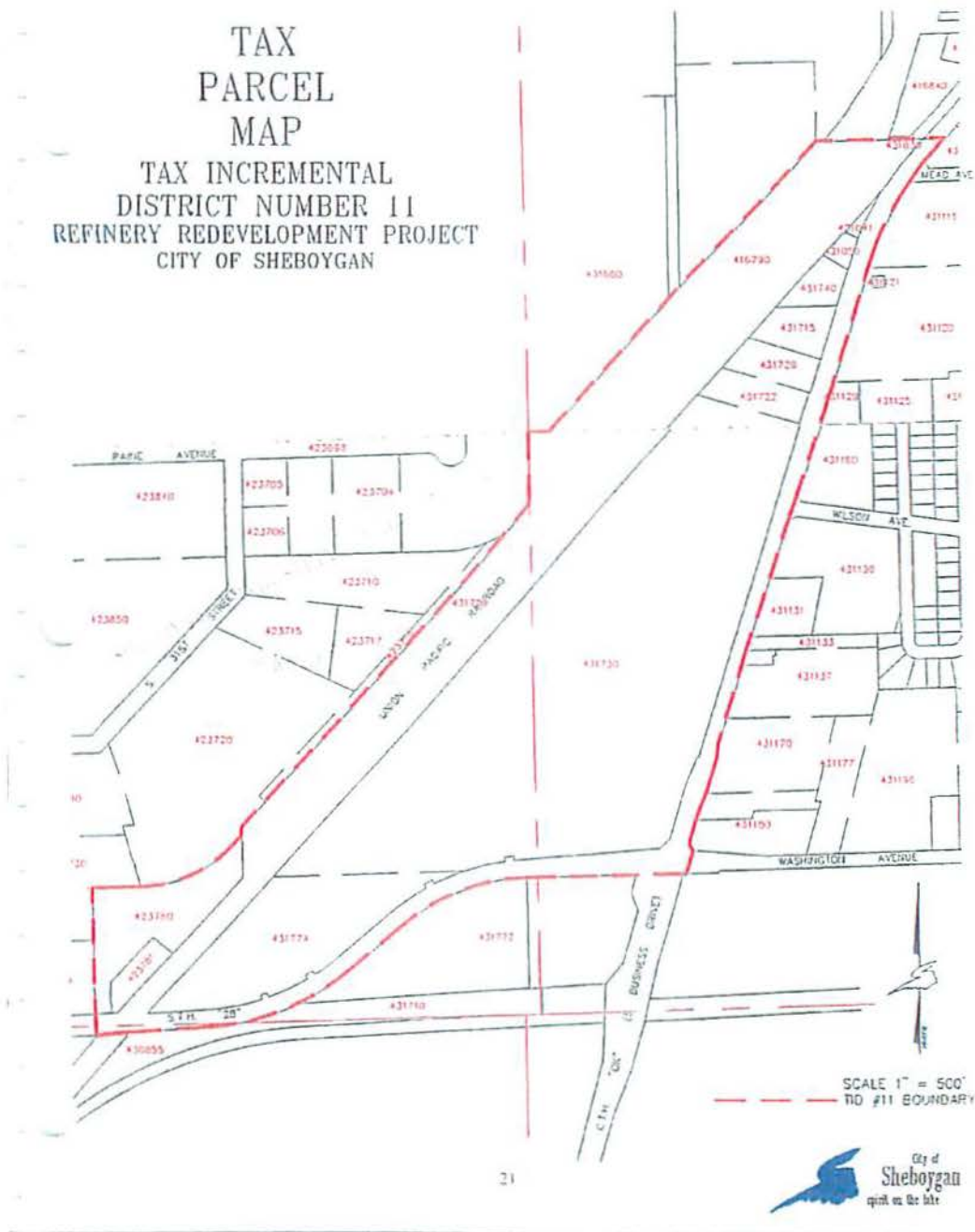


EXHIBIT A -

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 11
CITY OF SHEBOYGAN**

THIS CAN BE FOUND IN THE PROJECT PLAN

EXHIBIT B -

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

EXHIBIT A -

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 12
CITY OF SHEBOYGAN**

THIS CAN BE FOUND IN THE PROJECT PLAN

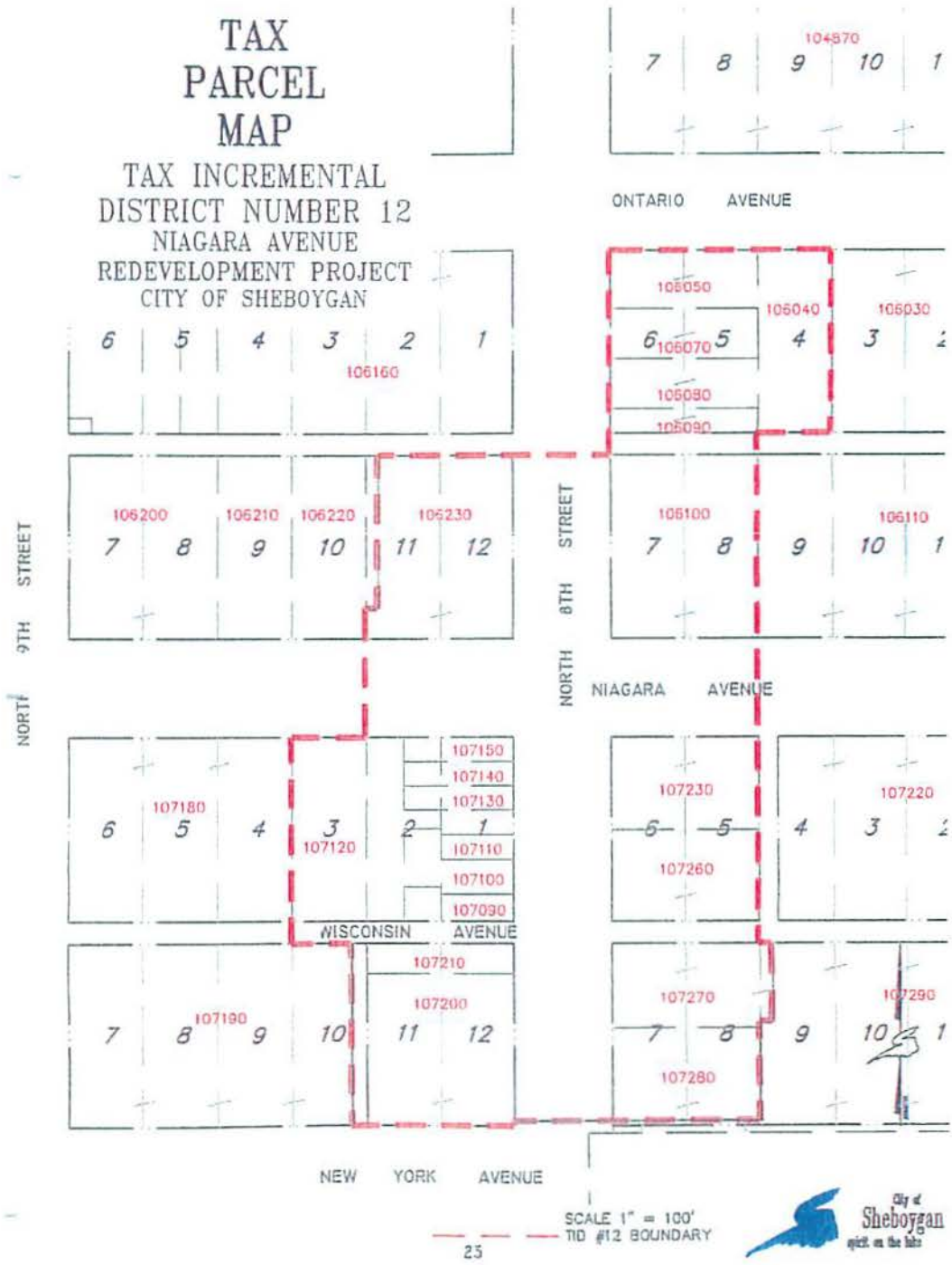
EXHIBIT B -

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

3

MAPS OF CURRENT DISTRICT BOUNDARIES [FOR DONOR AND RECIPIENT DISTRICT]



City Of Sheboygan
 Project #2357-12 Eisner Avenue Sewer relay and lining
 Bid Tabulations

Item No.	Description	Quantity	Unit	Buteyn-Peterson Sheboygan	Advance Construction Green Bay	Vinton Const. Manitowoc
	Section 1: Sanitary Sewer					
1	Mobilization/Demobilization	1	L.S.	\$4,570.00	\$ 40,000.00	\$4,800.00
2	Traffic Control	1	L.S.	\$15,000.00	\$25,000.00	\$15,000.00
3	Sanitary Sewer Lining - 8"	450	L.F.	\$19,048.50	\$18,675.00	\$18,675.00
4	Sanitary Manhole (4" dia.)	35	V.F.	\$11,287.50	\$17,500.00	\$14,175.00
5	8" Sanitary Sewer Relay	770	L.F.	\$63,371.00	\$75,460.00	\$67,760.00
6	Spot Repairs	4	ea.	\$12,920.00	\$24,000.00	\$11,860.00
7	Cone Adjustments - 1' Section Removed	4	ea.	\$5,000.00	\$14,000.00	\$5,584.00
8	Excavation Below Subgrade	25	C.Y.	\$250.00	\$500.00	\$125.00
9	Miscellaneous Gravel	25	C.Y.	\$250.00	\$500.00	\$500.00
10	7" Curb and Gutter	100	L.F.	\$3,600.00	\$3,500.00	\$2,000.00
11	7" PCC Pavement	25	Sq.Yds.	\$1,875.00	\$1,875.00	\$1,375.00
12	Neenah Frame #R-1050/2000 Lid #R-1040 0022 (Sanitary Casting and Lid)	3	ea.	\$1,425.00	\$1200.00	\$960.00

City Of Sheboygan
 Project #2357-12 Eisner Avenue Sewer relay and lining
 Bid Tabulations

1	Bid No. 2357-12 - Total Section 1 Eisner Avenue Sanitary Sewer	Qty	Unit	\$138,597.00	\$222,210.00	\$142,814.00
	Alternate A:					
	42" Sanitary sewer lining	200	L.F.	\$49,980.00	\$49,000.00	\$50,000.00
	Total Alternate A			\$49,980.00	\$49,000.00	\$50,000.00
	GRAND TOTAL OF SECTION 1 AND ALTERNATE A Bid No. 2357-12 - Eisner Avenue Sanitary Sewer			\$188,577.00	\$271,210.00	\$192,814.00
	BID BOND ATTACHED			Yes	Yes	Yes
	Addendum 1			Yes	Yes	Yes
	Addendum 2			Yes	Yes	Yes
	Addendum			***	***	***

Apparent low bid is Buteyn-Peterson Construction of Sheboygan

VI

7.7

R. C. No. 11 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. May 7, 2012.

Your Committee to whom was referred R. O. No. 427-11-12 by the City Clerk submitting a petition from neighbors in the northeast area of the City of Sheboygan concerning reducing the deer population in their area; recommends that staff from the Public Works Department contact the DNR to share ideas on how to handle this situation and to refer this document to the Committee of the Whole.

*Bohren/Headman
to re-refer
to PPS.
send to Council to look to into
obtaining grant money for an abatement
surveys.*

[Signature]

[Signature]

[Signature]
_____ Committee

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

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

Other Matters

9.1

II

R. O. No. 427- 11 - 12. By CITY CLERK. April 16, 2012.

Submitting a petition from neighbors in the northeast area of the City of Sheboygan concerning reducing the deer population in their area.

PP+S
new c.c.



City Clerk

1.0

III

Christy's words

APR 12 02 AM 11:13

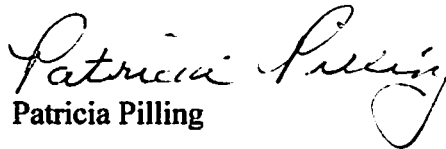
April 12, 2012

Susan Richards, City Clerk
828 Center Ave,
Sheboygan, WI 53081

Dear Ms. Richards:

Attached are six pages of a petition which we circulated concerning reducing the deer population in the northeast area of the City of Sheboygan. Please submit them to the Council.


Glenn Pilling


Patricia Pilling

330 Geele Ave.
458-6885
gpilling@milwpc.com

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

PETITION

APR 12 '12 AM 10:14

To the Mayor and Common Council of the City of Sheboygan:

We, the undersigned, being residents and/or property owners in the northeast area of the City of Sheboygan, hereby request action be taken to reduce the number of deer roaming our area of the City.

Whereas the large number of deer cause damage to flowers, trees and shrubs, leave "surprise" piles of feces in both parks and private yards, and occasionally jump through windows and cause vehicle collisions, it is in the public interest to limit their population in the City just as it is in rural areas.

Therefore, we ask that the size of the herd be reduced by at least 50%, and that the problem be monitored on an ongoing basis.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Patricia Pilling	330 Geele Ave	3-27-2012
Ann Kleszy	2315 N 3rd St	3-27-12
Laura Herzog	2315 N 3rd St	3-28-2012
W.C. McKeone	312 Geele Ave	3/28/2012
Edward Rauke	2206 N 3rd St.	3/28/2012
Don Fackler	2204 N 3rd St	3/28/2012
Kate Chequer	216 Euclid	3/28/2012
Dave Smith	227 Euclid Ave.	3/28/2012
Mmm Smith	227 Euclid Ave	3-28-12
Allison McKeone	312 Geele Ave	3-28-12
Robert Jappner	310 Vallvath Blvd	3-28-12
Eric Furbush	317 Euclid Ave.	3-29-12
Cindy Nohoy	317 Euclid Ave	3-29-12

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

PETITION

To the Mayor and Common Council of the City of Sheboygan:

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SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Albin Allmieg	330 Keele Ave	3-29-12
Heather Pauly	1711 N 1ST ST	3-29-12
W. H. Munnis	1317 BARRETT ST	3-29-12
F. von der Puetten	29 NORTH POINT DR.	3-29-12
B. Von der Puetten	29 N. PI. DR	3-29-12
Andrew Gump	324 Keele Ave.	3-29-12
John Belanger	2622 NO. 3 RD ST	3-29-12
Robert Esler	514 Highland Ter	3-29-12
Susan Amies	635 Mayflower Ave	3-29-12
Deirdre Johnson	708 Mayflower Ave.	3-29-12
Gli Schmit	707 Mayflower	3-29-12
Jeff Smie	635 MAYFLOWER Ave.	3-29-12
Alan Mueller	224 Euclid Ave	4/1/12

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

PETITION

To the Mayor and Common Council of the City of Sheboygan:

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SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
	224 Euclid Ave Shub	4/1/12
	61 LINCOLN AVE	4-1-12
Donna C. Sucha	15 N. Pt. Dr.	4/1/12
Richard W. Sucha	15 N. Point Dr.	4/1/12
Robert Michaj Leniski	28 North Point Dr.	4-1-12
John Bin	36 North Point Dr	4-1-12
Shirley	57 Lighthouse Ct.	4-1-12
Jill Weir	316 Geckle	4-2-12
Suzanne Stummie	336 Euclid av.	4-2-12
Daley Slimmer	336 Euclid Ave Shub. W.	4/2/12
JT Han	336 Geckle Ave Shub	4-2-12
Rita Pittenger	731 Pershing Ave Shub	4/2/12
	222 Volentin Blvd.	4/2/12

PETITION

To the Mayor and Common Council of the City of Sheboygan:

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SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
<i>Ann Marie Judson</i>	223 Villach Blvd Sheboygan WI 53081	4/2/12
<i>Annastownell</i>	2335 N. 3rd Sheboygan WI 53083	4/4/2012
<i>Larry Longo</i>	2216 N. 3rd St. Sheboygan, WI 53083	4-6-12
<i>Angie Longo</i>	2214 N. 3rd Sheboygan, WI 53083	4/6/12
<i>Marion Wheaton</i>	2713 N. 5th ST Sheboygan WI 53083	4/9/12
<i>Tom Vandenberg</i>	2724 Highland Ter	4/9/12
<i>Ben Koertgen</i>	2209 N 3rd	4/9/12
<i>Eileen S Mockert</i>	510 Evergreen Pkwy. Shebo 53083	4/10/12
<i>TOM MOCKERT</i>	510 EVERGREEN PKWY SHEBOYGAN WI 53083	4-10-12
<i>Judy Mayer</i> 920-457-5	609 Mayflower Ave 53083	4-10-12
<i>Ann Jensenberg</i>	623 Mayflower Ave 53083	4/10/12
<i>Lusan M. Delohde</i>	1901 N. 6th St. 53083	4/10/12
<i>Brenda Stange</i>	316 Villach Blvd	4/10/12

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

PETITION

To the Mayor and Common Council of the City of Sheboygan:

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Therefore, we ask that the size of the herd be reduced by at least 50%, and that the problem be monitored on an ongoing basis.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Lara A Lynds	1715 N 1 ST Street	4/6/2012
Gaëlle de Sivarle	74 Lake St	4/6/2012
Heidi Reader	84 Lincoln Ave	4/6/2012
GAËLLE DE SWARLE	74 LAKE ST	4/6/2012
[Signature]	1724 N. 1 ST St.	4/6/2012
John R. Bassen	2729 N. 28 th St	April 12

PETITION

To the Mayor and Common Council of the City of Sheboygan:

We, the undersigned, being residents and/or property owners in the northeast area of the City of Sheboygan, hereby request action be taken to reduce the number of deer roaming our area of the City.

Whereas the large number of deer cause damage to flowers, trees and shrubs, leave "surprise" piles of feces in both parks and private yards, and occasionally jump through windows and cause vehicle collisions, it is in the public interest to limit their population in the City just as it is in rural areas.

Therefore, we ask that the size of the herd be reduced by at least 50%, and that the problem be monitored on an ongoing basis.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Mary Nell Sheridan	317 Deula Ave	4-7-12.
Patrick M. Sheridan	317 BEPLA AVE	4-7-12
Karel Katt	622 GRAND AV	4/11/12
Karel Katt	622 GRAND AV	4/11/12
Patricia J. Dinolfo	2329 N. 3rd St	4/11/12
Kathy Blum	2305 N. 3rd St.	4/11/12



II

Other Matters

8.8

R. O. No. 83-12-13. By CITY CLERK. July 2, 2012.

Submitting a communication from Kelly Heyn, Executive Director of Meals on Wheels, that they have submitted an offer to purchase a piece of land behind the Taylor Drive property (formerly the Schuchardt parcel).

Finance
approve sale of
land

Susan Richards
City Clerk

8.8

II

3

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



June 29th, 2012

Chad Pelishek
828 Center Avenue
Sheboygan, WI 53081

Dear Chad,

For over 42 years Meals On Wheels of Sheboygan County has been providing home delivered meals and a daily safety check to our most vulnerable neighbors. As the population continues to age, the demographics clearly dictate that the demand for our service will continue to grow.

To this end, we have recently taken a big step towards transforming our program – we've purchased the building at 1004 South Taylor Drive and have begun construction on our new administrative offices, our kitchen and our fresh produce processing center. When we move into our new home in November we will initially be creating 5 new jobs for Sheboygan. The processing center will allow us to accept locally grown, donated produce which we will use in our meals. This will have an impact on both their quality and nutritional value. Meals programs from all over the country have already expressed an interest in replicating our innovative approach to senior nutrition. Sheboygan has the opportunity to lead the way!

We believe it is in the best interest of both our organization and our community to prepare for the baby boomers who will be in need of our services in the future. We are submitting an offer to purchase the parcel directly west of our building to accommodate this future growth.

Sincerely,

A handwritten signature in black ink that reads "Kelly Heyn".

Kelly Heyn
Executive Director



615 South 8th Street Suite 270 Sheboygan, WI 53081
P 920.451.7011 F 920.451.7013
SheboyganMealsOnWheels.org

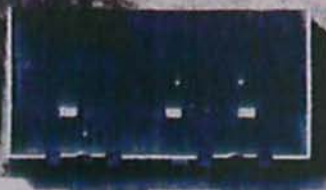
217.02'

80.00'

17,361.60 sq. ft.

80.00'

83.44'



703



215701

South Taylor Drive



21

SOUTH
TAYLOR
DRIVE

LOT 1
C.S.M.
VOL. 17
PG.179

LOT 2
C.S.M.
VOL. 17
PG.179

37,666.85 sq. ft.
0.865 ac

LOT 2
C.S.M.
VOL. 16
PG.286

17,360.11 sq. ft.
0.399 ac

109° E
60'

120.09'

164.99'

L=204.02'
R=2078.59'

80.00'

159.06'

181.99'

L=218.56'
R=2078.59'

217.00'

217.00'

80.00'

184.24'

211.88'

L=254.76'
R=2078.59'

189.54'

UNION
PACIFIC
RAILROAD

VACANT LAND OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON 6/28/2012** [DATE] IS AGENT OF BUYER **STRIKE TWO**

2 **GENERAL PROVISIONS** The Buyer, **MEALS ON WHEELS OF SHEBOYGAN COUNTY, INC.**

3 offers to purchase the Property known as [Street Address] **.398 acres adjacent to parcel currently owned by Buyer**

4 in the City **Sheboygan** of **Sheboygan** County of **Sheboygan**

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 • **PURCHASE PRICE: Four Thousand Three Hundred Forty & 40/100**

7 _____ Dollars (**\$ 4,340.40**).

8 • **EARNEST MONEY of \$ 0** accompanies this Offer and earnest money of **\$ 0**

9 will be paid within _____ days of acceptance.

10 • **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

11 • **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

13 and the following additional items: **None**

14 • **ITEMS NOT INCLUDED IN THE PURCHASE** **None**

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part

16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden bulbs;

18 plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 • **ZONING:** Seller represents that the property is zoned _____

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

21 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**

22 **whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or

24 before **See Line 179**. **CAUTION: This Offer may be withdrawn prior to delivery of accepted Offer.**

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices

26 to a party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

28 a commercial delivery service, addressed either to the Party or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): _____

31 Seller's delivery address: _____

32 Buyer's recipient for delivery (optional): **Atty. Jack A. Enea of Schloemer Law Firm, S.C.**

33 Buyer's delivery address: **143 South Main St., 3rd Fl, West Bend, WI 53095**

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: (**262**) **334-9193** Seller: (_____) _____

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**

39 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said

41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**

42 lease(s), if any, are _____

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or _____

44 no later than **See Line 181**, _____ unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,

46 property owner's association assessments, fuel and _____

47 _____ Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on

49 the net general real estate taxes for the preceding year) (_____) **STRIKE AND COMPLETE AS APPLICABLE**

50 _____) **STRIKE AND COMPLETE AS APPLICABLE**

51 **CAUTION: proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 • **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or

55 knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

56 Report dated _____ which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

57 by reference: **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

58 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**

- 59 A "condition affecting the Property or transaction" is defined as follows:
- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
 - 61 or the present use of the Property;
 - 62 (b) completed or pending reassessment of the Property for property tax purposes;
 - 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
 - 64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
 - 65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;
 - 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
 - 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
 - 68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
 - 69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
 - 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
 - 71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
 - 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
 - 73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
 - 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
 - 75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
 - 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
 - 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
 - 78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited
 - 79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
 - 80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
 - 81 (o) a lack of legal vehicular access to the Property from public roads;
 - 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. § 94.73.)
 - 83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
 - 84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 • **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures, or
 86 allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other reasons,
 87 unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures or**
 88 **allocation of acreage information if material to Buyer's decision to purchase.**

89 • **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property or a use other than
 90 the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal
 91 and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 92 and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility
 93 hook-up expenses, special assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other
 94 development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular
 95 use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 271 - 314
 96 and Buyer may add contingencies as needed in addenda (see line 188). Buyer should review any plans for development or use
 97 changes to determine what issues should be addressed in these contingencies.

98 • **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the
 99 inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such
 100 inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property
 101 to its original condition after Buyer's inspections are completed, unless otherwise agreed in this offer. An "inspection" is defined
 102 as an observation of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural
 103 gas used as a fuel source, which are hereby authorized.

104 • **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
 105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
 106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
 107 in an addendum per line 188. Note: Any contingency authorizing such testing should specify the areas of the Property to be tested, the purpose
 108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the
 109 contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may
 110 detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 • **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
 112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
 113 changes approved by Buyer.

114 • **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
 115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to
 116 closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the
 117 Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly
 118 notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite
 119 such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase
 120 price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller,
 121 the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 **FENCES** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
 123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
 124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
 126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
 127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
 128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
 129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.
 130 The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).
 131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
 132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: _____
136 _____ . If "Time is of the Essence"

137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not
138 apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____

149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the
157 term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall
160 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
161 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall
167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

171 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
172 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

173 **FINANCING UNAVAILABILITY:** If financing is not available on the terms state in this Offer (and Buyer has not already delivered an
174 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies
175 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
176 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer
177 shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null
178 and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller
financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** Acceptance to be approved by the Common Council of the City of Sheboygan

180
181 Closing to be thirty (30) days after approval from the Common Council of the City of Sheboygan

182
183
184
185
186
187

188 **ADDENDA:** The attached _____ is/are made part of this Offer.

189 **TITLE EVIDENCE**

190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
193 restrictions and covenants, general taxes levied in the year of closing and _____

194
195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 • **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE EVIDENCE**
 199 **WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 • **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 • **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the
 208 time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time
 209 for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have
 210 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly.
 211 If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish
 212 Seller's obligations to give merchantable title to Buyer.

213 • **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid
 214 by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement if area**
 215 **assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-time
 216 charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street,
 217 sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting
 218 and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
 221 the Parties to this Offer and their successors in interest.

222 **DEFAULT**

223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer.
 224 A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for
 225 damages or other legal remedies.

226 If Buyer defaults, Seller may:

- 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
 229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:

- 231 (1) sue for specific performance; or
- 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

233 In addition, the Parties may seek any other remedies available in law or equity.

234 The Parties understand the availability of any judicial remedy will depend upon the circumstances of the situation and the
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 236 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in court of
 237 law those disputes covered by the arbitration agreement.

238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
 239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER**
 240 **BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS**
 241 **OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS**
 242 **NEEDED.**

243 **EARNEST MONEY**

243 • **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 • **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 248 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 249 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall
 250 be disbursed according to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL
 251 18.09(1)(b) provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse).
 252 If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 253 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into
 254 a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement
 255 required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may
 256 deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 • **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or
 259 (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree
 263 to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable
 264 Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE: WISCONSIN**
 265 **LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS OR OBLIGATIONS OF**
 266 **PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE. AN ATTORNEY SHOULD BE**
 267 **CONSULTED IF LEGAL ADVICE IS REQUIRED.**

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____
272 _____ This Offer is contingent upon Buyer obtaining the following:

273 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soil tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three
278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property
294 by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: _____

297 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. CAUTION: Consider the cost
300 and the need for map features before selecting them. The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyer's expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and void
309 upon timely delivery of the above notice and report. CAUTION: A proposed amendment will not satisfy this notice requirement. Buyer
310 shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to inspection.
311 Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect is defined
312 as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the Property or gives
313 evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include conditions the nature
314 and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 6/28/2012 (date) by [Licensee and firm] Atty. Jack A. Ensa of Schloemer Law Firm, SC

316 (x) [Signature] 39-123 8290 6/28/2012
317 Buyer's Signature • Print Name Here • • Social Security No. or FEIN (Optional) • • Date • •

318 (x) _____
319 Buyer's Signature • Print Name Here • • Social Security No. or FEIN (Optional) • • Date • •

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)
321 _____ Broker (By) _____

322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (x) _____
326 Seller's Signature • Print Name Here • • Social Security No. or FEIN (Optional) • • Date • •

327 (x) _____
328 Seller's Signature • Print Name Here • • Social Security No. or FEIN (Optional) • • Date • •

329 This Offer was presented to Seller by _____ on _____, at _____ a.m/p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
331 Seller Initials • • Date • • Seller Initials • • Date • •

Pelishek, Chad

From: Kelly Heyn [mow@powercom.net]
Sent: Friday, June 29, 2012 2:30 PM
To: Pelishek, Chad; Sokolowski, Steve; Mayor Van Akkeren; Enea Jack
Subject: Meals On Wheels

Hello,

Meals On Wheels has submitted an offer to purchase a piece of land behind the Taylor Drive property. As there seems to be some question as to how we arrived at the offer number, I thought I'd share our math:

Parcel Size

80' x 217.02' = 17,361.60 SF or .398 Acres

City purchased 182 Acres from Schuchardt Family for \$2,000,000.00

182 Acres x 43,560 SF/ Acre = 7,927,920 SF

\$2,000,000.00 divide by 7,927,920 = .25/ SF or \$10,989.01/ Acre

17,361.60 SF x .25/ SF = \$4,340.40

Or

.398 / Acres x \$10,989.01 = \$4,373.62

Thank you,

Kelly Heyn
Executive Director
Meals On Wheels of Sheboygan County, Inc.
920.451.7011

III

Subs. of Res. No. 25 - 12 - 13. By Alderperson Lessard. July 16, 2012.

A RESOLUTION authorizing the Purchasing Agent to enter into a **one**-year contract for the provision of towing and vehicular storage services for private party, Law Enforcement (evidentiary), Department-Owned, abandoned and snow emergency violation vehicles.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Arrow Towing Inc. for the provision of vehicle towing and storage services for the Sheboygan Police Department, all in accordance with City of Sheboygan Bid #1725-12-2.

WHEREAS, The City of Sheboygan Police Department has traditionally contracted with local vendors for the provision of towing and vehicle relocation services and;

WHEREAS, The Police Department has indicated a desire to remove the burden of vehicle storage and management of abandoned and snow emergency violation vehicles from the City Police Department, and that Arrow Towing Inc. has expressed a willingness to assume said responsibility and;

WHEREAS, The new system of vendor provided storage of the vehicles as well as towing fee regulations will most assuredly result in a direct and indirect cost savings to the city taxpayers and the motoring public and;

WHEREAS, The City remains concerned that the fees charged to the public for towing and storage of the above described vehicles is set in advance so that the public may be made aware of same and protected from being overcharged for the services.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract for the services.

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

III

4.10

Res. No. 25 - 12 - 13. By Alderperson Van Akkeren. June 4, 2012.

A RESOLUTION authorizing the Purchasing Agent to enter into a three-year contract for the provision of towing and vehicular storage services for private party, Law Enforcement (evidentiary), Department-Owned, abandoned and snow emergency violation vehicles.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Arrow Towing Inc. for the provision of vehicle towing and storage services for the Sheboygan Police Department, all in accordance with City of Sheboygan Bid #1725-12-2.

WHEREAS, The City of Sheboygan Police Department has traditionally contracted with local vendors for the provision of towing and vehicle relocation services and;

WHEREAS, The Police Department has indicated a desire to remove the burden of vehicle storage and management of abandoned and snow emergency violation vehicles from the City Police Department, and that Arrow Towing Inc. has expressed a willingness to assume said responsibility and;

WHEREAS, The new system of vendor provided storage of the vehicles as well as towing fee regulations will most assuredly result in a direct and indirect cost savings to the city taxpayers and the motoring public and;

WHEREAS, The City remains concerned that the fees charged to the public for towing and storage of the above described vehicles is set in advance so that the public may be made aware of same and protected from being overcharged for the services.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract for the services.

PP&S approve Subs 145.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~IX~~

6.3

Gen. Ord. No. 19 - 12 - 13. By Alderpersons Lessard, Van Akkeren, Carlson, Heidemann and Wangemann.
July 2, 2012.

AN ORDINANCE repealing and recreating Section 70-265 of the Municipal Code relating to appeal of the 2,000 foot requirement of the sex offender residency restrictions.

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

Section 1. Section 70-265 of the Sheboygan Municipal Code entitled "Appeal" is hereby repealed and recreated to read as follows:

"Sec. 70-265. *Appeal.*

- (a) The above 2,000-foot requirements may be waived upon approval of the public protection and safety committee (PP&S committee) through appeal by the affected party. Such appeal shall be made in writing to the city clerk's office, who shall forward the request to the common council for referral to the PP&S committee, which shall receive reports from the police department on such appeal. The PP&S committee shall convene and consider the public interest as well as the affected party's presentation and concerns. After deliberation, the PP&S committee shall forward its decision in writing via the minutes or otherwise to the City of Sheboygan Police Chief for their information and action. A written copy of the decision shall be provided to the affected party.
- (b) The PP&S committee may reject a waiver request when the request is filed with the city clerk's office within 90 days of denial by the committee of a prior identical waiver request of the requester, absent a change in circumstances."

PP&S
approve



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.

Susan J Gussard
[Signature]
[Signature]
[Signature]
Wm F Wengeman

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

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

II

R. O. No. 63 - 12 - 13. By CHIEF ADMINISTRATIVE OFFICER.
June 18, 2012.

Submitting the attached summary of the 2013 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2012 original budget.

Finance,
 Law & Lic,
 Pub Prot & Safety,
 Pub Wks,
 Sal. & Grue

Chief Administrative Officer

\$640 charge increase
 software maintenance
 in Mini Court's budget
 refer Finance, Strategic
 & COW.

三

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Revenue - General Fund				
Taxes (Other than Property)	1,106,800	1,106,800	-	0.00%
Licenses & Permits	650,785	599,627	(51,158)	-7.86%
Intergovernmental Revenue	14,546,626	14,482,327	(64,299)	-0.44%
Charges for Services	2,140,701	1,539,317	(601,384)	-28.09%
Fines & Forfeits	710,306	634,100	(76,206)	-10.73%
Interest on Investments	255,150	255,000	(150)	-0.06%
Miscellaneous Revenue	112,786	114,936	2,150	1.91%
Other Financing Sources	<u>673,553</u>	<u>673,553</u>	-	<u>0.00%</u>
Total Revenue	<u><u>20,196,707</u></u>	<u><u>19,405,660</u></u>	<u><u>(791,047)</u></u>	<u><u>-3.92%</u></u>
Revenue - Mead Library				
Intergovernmental Revenue	674,271	672,408	(1,863)	-0.28%
Charges for Services	97,250	98,113	863	0.89%
Miscellaneous Revenue	<u>30,000</u>	<u>31,000</u>	<u>1,000</u>	<u>3.33%</u>
Sub-Total	801,521	801,521	-	0.00%
Fund Equity Applied	<u>29,650</u>	<u>29,650</u>	-	<u>0.00%</u>
Total Revenue	<u><u>831,171</u></u>	<u><u>831,171</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>
Revenue - Debt Service Fund				
Interest on Investments	7,476	7,476	-	0.00%
Pension Transfer	492,101	492,101	-	0.00%
Transfer from Other Funds	<u>1,378,706</u>	<u>1,376,221</u>	<u>(2,485)</u>	<u>-0.18%</u>
Total Revenue	<u><u>1,878,283</u></u>	<u><u>1,875,798</u></u>	<u><u>(2,485)</u></u>	<u><u>-0.13%</u></u>
City Tax Levy				
General Fund	15,384,886	15,408,756	23,870	0.16%
Mead Library Fund	2,377,053	2,377,053	-	0.00%
Debt Service Fund	2,910,747	2,886,889	(23,858)	-0.82%
Transit Utility Fund	<u>511,559</u>	<u>511,547</u>	<u>(12)</u>	<u>0.00%</u>
Total City Tax Levy	<u><u>21,184,245</u></u>	<u><u>21,184,245</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
General Fund				
Department				
Council	112,889	112,889	-	0.00%
Mayor	453,369	426,836	(26,533)	-5.85%
City Clerk	383,059	383,508	449	0.12%
Elections	236,971	106,062	(130,909)	-55.24%
Finance	916,226	893,055	(23,171)	-2.53%
Assessor	441,206	419,846	(21,360)	-4.84%
Human Resources	247,463	240,365	(7,098)	-2.87%
City Attorney	428,491	433,075	4,584	1.07%
City Insurance	176,940	276,940	100,000	56.52%
City Buildings	860,723	854,587	(6,136)	-0.71%
Board of Review	2,300	2,300	-	0.00%
Employee Benefits	<u>347,411</u>	<u>347,411</u>	-	<u>0.00%</u>
Total General Government	4,607,048	4,496,874	(110,174)	-2.39%
Police	12,099,483	12,284,590	185,107	1.53%
Fire	7,618,472	7,520,956	(97,516)	-1.28%
Building Inspection	472,266	461,143	(11,123)	-2.36%
Emergency Operations	1,875	1,875	-	0.00%
Civil Defense	<u>12,505</u>	<u>12,510</u>	<u>5</u>	<u>0.04%</u>
Total Public Protection	20,204,601	20,281,074	76,473	0.38%
Public Works	289,190	263,390	(25,800)	-8.92%
Engineering	401,198	498,767	97,569	24.32%
Streets	3,820,493	3,832,123	11,630	0.30%
Sanitation	2,360,155	2,391,170	31,015	1.31%
Boat Facilities	100,000	150,000	50,000	50.00%
Incinerator	<u>20,000</u>	<u>20,000</u>	-	<u>0.00%</u>
Total Public Works	6,991,036	7,155,450	164,414	2.35%
Cemetery	<u>337,236</u>	<u>314,840</u>	<u>(22,396)</u>	<u>-6.64%</u>
Total Human Services	337,236	314,840	(22,396)	-6.64%
Park Department	2,036,967	2,103,994	67,027	3.29%
Celebrations	30,978	10,245	(20,733)	-66.93%
Senior Center	<u>183,912</u>	<u>185,480</u>	<u>1,568</u>	<u>0.85%</u>
Total Culture/Recreation	2,251,857	2,299,719	47,862	2.13%
City Development	247,755	244,399	(3,356)	-1.35%
Interfund Transfers	7,060	7,060	-	0.00%

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Uncollectible Receivables	15,000	15,000	-	0.00%
Fund Equity Increase	<u>920,000</u>	<u>-</u>	<u>(920,000)</u>	<u>-100.00%</u>
Total General Fund	<u>35,581,593</u>	<u>34,814,416</u>	<u>(767,177)</u>	<u>-2.16%</u>
Meg Unit Fund	61,235	61,235	-	0.00%
Mead Library Fund	3,208,224	3,208,224	-	0.00%
Tourism Fund	885,370	885,370	-	0.00%
Cable TV Franchise Fund	475,516	480,716	5,200	1.09%
Municipal Court Fund	940,000	901,293	(38,707)	-4.12%
Ambulance Fund	925,000	950,000	25,000	2.70%
Special Assessment Fund	593,670	593,670	-	0.00%
Harbor Centre Marina Fund	1,019,995	1,019,995	-	0.00%
Redevelopment Authority Fund	<u>10,500</u>	<u>10,500</u>	<u>-</u>	<u>0.00%</u>
Total Special Revenue Funds	8,119,510	8,111,003	(8,507)	-0.10%
G O Bond Debt Service Fund	4,789,030	4,762,687	(26,343)	-0.55%
TID VI Debt Service Fund	1,940,351	1,867,713	(72,638)	-3.74%
TID V Debt Service Fund	2,668	2,668	-	0.00%
TID VII Debt Service Fund	157,433	157,433	-	0.00%
TID X Debt Service Fund	277,166	277,166	-	0.00%
TID XI Debt Service Fund	510,735	510,735	-	0.00%
TID XII Debt Service Fund	203,309	203,309	-	0.00%
Environmental TID I Debt Service	157,070	159,420	2,350	1.50%
TID XIII Debt Service Fund	<u>340,032</u>	<u>340,032</u>	<u>-</u>	<u>0.00%</u>
	8,377,794	8,281,163	(96,631)	-1.15%
Industrial Park Fund	11,519	11,519	-	0.00%
Transit Utility Fund	511,559	511,547	(12)	0.00%
Total Budget	<u>52,601,975</u>	<u>51,729,648</u>	<u>(872,327)</u>	<u>-1.66%</u>

II

Other Matters

7.1

R. O. No. 63 - 12 - 13. By CHIEF ADMINISTRATIVE OFFICER.
June 18, 2012.

Submitting the attached summary of the 2013 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2012 original budget.

Finance,
Law & Lic,
Pub Prot & Safety,
~~Pub Works,~~
Isl & Gravel

Chief Administrative Officer

Approve w/
Motion to amend the
Pub Works Construction Materials
Acct to increase the budget by
\$130,000 & delete 4 people fr the
Sanitary sewer maintenance budget

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Revenue - General Fund				
Taxes (Other than Property)	1,106,800	1,106,800	-	0.00%
Licenses & Permits	650,785	599,627	(51,158)	-7.86%
Intergovernmental Revenue	14,546,626	14,482,327	(64,299)	-0.44%
Charges for Services	2,140,701	1,539,317	(601,384)	-28.09%
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Interest on Investments	255,150	255,000	(150)	-0.06%
Miscellaneous Revenue	112,786	114,936	2,150	1.91%
Other Financing Sources	<u>673,553</u>	<u>673,553</u>	-	<u>0.00%</u>
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Total City Tax Levy	<u><u>21,184,245</u></u>	<u><u>21,184,245</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
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Department				
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Building Inspection	472,266	461,143	(11,123)	-2.36%
Emergency Operations	1,875	1,875	-	0.00%
Civil Defense	<u>12,505</u>	<u>12,510</u>	<u>5</u>	<u>0.04%</u>
Total Public Protection	20,204,601	20,281,074	76,473	0.38%
Public Works	289,190	263,390	(25,800)	-8.92%
Engineering	401,198	498,767	97,569	24.32%
Streets	3,820,493	3,832,123	11,630	0.30%
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Incinerator	<u>20,000</u>	<u>20,000</u>	-	<u>0.00%</u>
Total Public Works	6,991,036	7,155,450	164,414	2.35%
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Toal Human Services	337,236	314,840	(22,396)	-6.64%
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Celebrations	30,978	10,245	(20,733)	-66.93%
Senior Center	<u>183,912</u>	<u>185,480</u>	<u>1,568</u>	<u>0.85%</u>
Total Culture/Recreation	2,251,857	2,299,719	47,862	2.13%
City Development	247,755	244,399	(3,356)	-1.35%
Interfund Transfers	7,060	7,060	-	0.00%

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Uncollectible Receivables	15,000	15,000	-	0.00%
Fund Equity Increase	<u>920,000</u>	<u>-</u>	<u>(920,000)</u>	<u>-100.00%</u>
Total General Fund	<u>35,581,593</u>	<u>34,814,416</u>	<u>(767,177)</u>	<u>-2.16%</u>
Meg Unit Fund	61,235	61,235	-	0.00%
Mead Library Fund	3,208,224	3,208,224	-	0.00%
Tourism Fund	885,370	885,370	-	0.00%
Cable TV Franchise Fund	475,516	480,716	5,200	1.09%
Municipal Court Fund	940,000	901,293	(38,707)	-4.12%
Ambulance Fund	925,000	950,000	25,000	2.70%
Special Assessment Fund	593,670	593,670	-	0.00%
Harbor Centre Marina Fund	1,019,995	1,019,995	-	0.00%
Redevelopment Authority Fund	<u>10,500</u>	<u>10,500</u>	<u>-</u>	<u>0.00%</u>
Total Special Revenue Funds	8,119,510	8,111,003	(8,507)	-0.10%
G O Bond Debt Service Fund	4,789,030	4,762,687	(26,343)	-0.55%
TID VI Debt Service Fund	1,940,351	1,867,713	(72,638)	-3.74%
TID V Debt Service Fund	2,668	2,668	-	0.00%
TID VII Debt Service Fund	157,433	157,433	-	0.00%
TID X Debt Service Fund	277,166	277,166	-	0.00%
TID XI Debt Service Fund	510,735	510,735	-	0.00%
TID XII Debt Service Fund	203,309	203,309	-	0.00%
Environmental TID I Debt Service	157,070	159,420	2,350	1.50%
TID XIII Debt Service Fund	<u>340,032</u>	<u>340,032</u>	<u>-</u>	<u>0.00%</u>
	8,377,794	8,281,163	(96,631)	-1.15%
Industrial Park Fund	11,519	11,519	-	0.00%
Transit Utility Fund	511,559	511,547	(12)	0.00%
Total Budget	<u>52,601,975</u>	<u>51,729,648</u>	<u>(872,327)</u>	<u>-1.66%</u>

II

Other Matters

7.2

R. O. No. 64 - 12 - 13. By CHIEF ADMINISTRATIVE OFFICER.
June 18, 2012.

Submitting the attached summary of the 2013 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2012 original budget.

Finance
Law & Lic.
Pub Prot & Safety
Pub Wks,
Sal. & Griev.
→ refer to Finance

Chief Administrative Officer

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	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Enterprise Funds				
Wastewater Fund	8,512,900	8,374,335	(138,565)	-1.63%
Boat Facilities Fund	107,335	107,378	43	0.04%
Parking Utility Fund	500,320	519,314	18,994	3.80%
Transit Utility Fund	<u>3,577,877</u>	<u>3,583,572</u>	<u>5,695</u>	<u>0.16%</u>
Total Enterprise Funds	<u><u>12,698,432</u></u>	<u><u>12,584,599</u></u>	<u><u>(113,833)</u></u>	<u><u>-0.90%</u></u>
Internal Services Funds				
Motor Vehicle Fund	1,980,606	1,958,030	(22,576)	-1.14%
Health Insurance Fund	9,112,868	9,112,868	-	0.00%
Liability Insurance Fund	577,200	577,200	-	0.00%
Worker's Compensation Fund	356,220	464,924	108,704	30.52%
Information Systems Fund	<u>839,200</u>	<u>836,500</u>	<u>(2,700)</u>	<u>-0.32%</u>
Total Internal Service Funds	<u><u>12,866,094</u></u>	<u><u>12,949,522</u></u>	<u><u>83,428</u></u>	<u><u>0.65%</u></u>
Trust Funds				
Cemetery Perpetual Care Fund	10,500	10,500	-	0.00%
E H May Environmental Park Fund	34,000	34,000	-	0.00%
Everhard/Forrer Trust Fund	<u>12,800</u>	<u>12,800</u>	<u>-</u>	<u>0.00%</u>
Total Trust Funds	<u><u>57,300</u></u>	<u><u>57,300</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>

II

Other Matters

7.2

R. O. No. 64-12-13. By CHIEF ADMINISTRATIVE OFFICER.
June 18, 2012.

Submitting the attached summary of the 2013 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2012 original budget.

Finance,
Law & Lic,
Pub Prot & Safety,
Pub Wks,
Sch & Coll
Approve.

Chief Administrative Officer

	<u>2012 Approved</u> <u>Budget</u>	<u>2013 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
Enterprise Funds				
Wastewater Fund	8,512,900	8,374,335	(138,565)	-1.63%
Boat Facilities Fund	107,335	107,378	43	0.04%
Parking Utility Fund	500,320	519,314	18,994	3.80%
Transit Utility Fund	<u>3,577,877</u>	<u>3,583,572</u>	<u>5,695</u>	<u>0.16%</u>
Total Enterprise Funds	<u><u>12,698,432</u></u>	<u><u>12,584,599</u></u>	<u><u>(113,833)</u></u>	<u><u>-0.90%</u></u>
Internal Services Funds				
Motor Vehicle Fund	1,980,606	1,958,030	(22,576)	-1.14%
Health Insurance Fund	9,112,868	9,112,868	-	0.00%
Liability Insurance Fund	577,200	577,200	-	0.00%
Worker's Compensation Fund	356,220	464,924	108,704	30.52%
Information Systems Fund	<u>839,200</u>	<u>836,500</u>	<u>(2,700)</u>	<u>-0.32%</u>
Total Internal Service Funds	<u><u>12,866,094</u></u>	<u><u>12,949,522</u></u>	<u><u>83,428</u></u>	<u><u>0.65%</u></u>
Trust Funds				
Cemetery Perpetual Care Fund	10,500	10,500	-	0.00%
E H May Environmental Park Fund	34,000	34,000	-	0.00%
Everhard/Forrer Trust Fund	<u>12,800</u>	<u>12,800</u>	<u>-</u>	<u>0.00%</u>
Total Trust Funds	<u><u>57,300</u></u>	<u><u>57,300</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>

VI

5.3

R. C. No. 81 - 12 - 13. By LAW AND LICENSING. July 2, 2012.

Your Committee met on June 26, 2012 and reviewed the proposed 2013 budget for the City Attorney's Office as set forth in the summary of the 2013 Budget Requests for the General Fund contained in R.O. No. 63-12-13 by the Chief Administrative Officer dated June 18, 2012, which was referred to this Committee. The Committee approved said departmental budget with the following change: Increase account no. 10119100-521900 (Contracted Services) by \$95.00 (from \$2593 to \$2688). This change will increase the total submitted budget for the City Attorney's Office from \$433,075 to \$433,170.

Further, with respect to R.O. No. 64-12-13 by the Chief Administrative Officer dated June 18, 2012, containing a summary of the 2013 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds, the Committee reports back its approval.

Finance approve Atty's increase refer docs to: Finance Strategic COW.

Jodi Vandenberg
Julie Kalk
Scott Lewandowski

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

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II

Other Matters

7.1

R. O. No. 63 - 12 - 13. By CHIEF ADMINISTRATIVE OFFICER.
June 18, 2012.

Submitting the attached summary of the 2013 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2012 original budget.

Finance,
Lawrence,
Pub Prot & Safety,
Pub Works,
Gen & Gravel

→ approved Atty's budget
with increase of \$95 to
Contracted Services acct.

Chief Administrative Officer

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Revenue - General Fund				
Taxes (Other than Property)	1,106,800	1,106,800	-	0.00%
Licenses & Permits	650,785	599,627	(51,158)	-7.86%
Intergovernmental Revenue	14,546,626	14,482,327	(64,299)	-0.44%
Charges for Services	2,140,701	1,539,317	(601,384)	-28.09%
Fines & Forfeits	710,306	634,100	(76,206)	-10.73%
Interest on Investments	255,150	255,000	(150)	-0.06%
Miscellaneous Revenue	112,786	114,936	2,150	1.91%
Other Financing Sources	<u>673,553</u>	<u>673,553</u>	-	<u>0.00%</u>
Total Revenue	<u><u>20,196,707</u></u>	<u><u>19,405,660</u></u>	<u><u>(791,047)</u></u>	<u><u>-3.92%</u></u>
Revenue - Mead Library				
Intergovernmental Revenue	674,271	672,408	(1,863)	-0.28%
Charges for Services	97,250	98,113	863	0.89%
Miscellaneous Revenue	<u>30,000</u>	<u>31,000</u>	<u>1,000</u>	<u>3.33%</u>
Sub-Total	801,521	801,521	-	0.00%
Fund Equity Applied	<u>29,650</u>	<u>29,650</u>	-	<u>0.00%</u>
Total Revenue	<u><u>831,171</u></u>	<u><u>831,171</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>
Revenue - Debt Service Fund				
Interest on Investments	7,476	7,476	-	0.00%
Pension Transfer	492,101	492,101	-	0.00%
Transfer from Other Funds	<u>1,378,706</u>	<u>1,376,221</u>	<u>(2,485)</u>	<u>-0.18%</u>
Total Revenue	<u><u>1,878,283</u></u>	<u><u>1,875,798</u></u>	<u><u>(2,485)</u></u>	<u><u>-0.13%</u></u>
City Tax Levy				
General Fund	15,384,886	15,408,756	23,870	0.16%
Mead Library Fund	2,377,053	2,377,053	-	0.00%
Debt Service Fund	2,910,747	2,886,889	(23,858)	-0.82%
Transit Utility Fund	<u>511,559</u>	<u>511,547</u>	<u>(12)</u>	<u>0.00%</u>
Total City Tax Levy	<u><u>21,184,245</u></u>	<u><u>21,184,245</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
General Fund				
Department				
Council	112,889	112,889	-	0.00%
Mayor	453,369	426,836	(26,533)	-5.85%
City Clerk	383,059	383,508	449	0.12%
Elections	236,971	106,062	(130,909)	-55.24%
Finance	916,226	893,055	(23,171)	-2.53%
Assessor	441,206	419,846	(21,360)	-4.84%
Human Resources	247,463	240,365	(7,098)	-2.87%
City Attorney	428,491	433,075	4,584	1.07%
City Insurance	176,940	276,940	100,000	56.52%
City Buildings	860,723	854,587	(6,136)	-0.71%
Board of Review	2,300	2,300	-	0.00%
Employee Benefits	<u>347,411</u>	<u>347,411</u>	-	<u>0.00%</u>
Total General Government	4,607,048	4,496,874	(110,174)	-2.39%
Police	12,099,483	12,284,590	185,107	1.53%
Fire	7,618,472	7,520,956	(97,516)	-1.28%
Building Inspection	472,266	461,143	(11,123)	-2.36%
Emergency Operations	1,875	1,875	-	0.00%
Civil Defense	<u>12,505</u>	<u>12,510</u>	<u>5</u>	<u>0.04%</u>
Total Public Protection	20,204,601	20,281,074	76,473	0.38%
Public Works	289,190	263,390	(25,800)	-8.92%
Engineering	401,198	498,767	97,569	24.32%
Streets	3,820,493	3,832,123	11,630	0.30%
Sanitation	2,360,155	2,391,170	31,015	1.31%
Boat Facilities	100,000	150,000	50,000	50.00%
Incinerator	<u>20,000</u>	<u>20,000</u>	-	<u>0.00%</u>
Total Public Works	6,991,036	7,155,450	164,414	2.35%
Cemetery	<u>337,236</u>	<u>314,840</u>	<u>(22,396)</u>	<u>-6.64%</u>
Toal Human Services	337,236	314,840	(22,396)	-6.64%
Park Department	2,036,967	2,103,994	67,027	3.29%
Celebrations	30,978	10,245	(20,733)	-66.93%
Senior Center	<u>183,912</u>	<u>185,480</u>	<u>1,568</u>	<u>0.85%</u>
Total Culture/Recreation	2,251,857	2,299,719	47,862	2.13%
City Development	247,755	244,399	(3,356)	-1.35%
Interfund Transfers	7,060	7,060	-	0.00%

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Uncollectible Receivables	15,000	15,000	-	0.00%
Fund Equity Increase	<u>920,000</u>	<u>-</u>	<u>(920,000)</u>	<u>-100.00%</u>
Total General Fund	<u>35,581,593</u>	<u>34,814,416</u>	<u>(767,177)</u>	<u>-2.16%</u>
Meg Unit Fund	61,235	61,235	-	0.00%
Mead Library Fund	3,208,224	3,208,224	-	0.00%
Tourism Fund	885,370	885,370	-	0.00%
Cable TV Franchise Fund	475,516	480,716	5,200	1.09%
Municipal Court Fund	940,000	901,293	(38,707)	-4.12%
Ambulance Fund	925,000	950,000	25,000	2.70%
Special Assessment Fund	593,670	593,670	-	0.00%
Harbor Centre Marina Fund	1,019,995	1,019,995	-	0.00%
Redevelopment Authority Fund	<u>10,500</u>	<u>10,500</u>	<u>-</u>	<u>0.00%</u>
Total Special Revenue Funds	8,119,510	8,111,003	(8,507)	-0.10%
G O Bond Debt Service Fund	4,789,030	4,762,687	(26,343)	-0.55%
TID VI Debt Service Fund	1,940,351	1,867,713	(72,638)	-3.74%
TID V Debt Service Fund	2,668	2,668	-	0.00%
TID VII Debt Service Fund	157,433	157,433	-	0.00%
TID X Debt Service Fund	277,166	277,166	-	0.00%
TID XI Debt Service Fund	510,735	510,735	-	0.00%
TID XII Debt Service Fund	203,309	203,309	-	0.00%
Environmental TID I Debt Service	157,070	159,420	2,350	1.50%
TID XIII Debt Service Fund	<u>340,032</u>	<u>340,032</u>	<u>-</u>	<u>0.00%</u>
	8,377,794	8,281,163	(96,631)	-1.15%
Industrial Park Fund	11,519	11,519	-	0.00%
Transit Utility Fund	511,559	511,547	(12)	0.00%
Total Budget	<u>52,601,975</u>	<u>51,729,648</u>	<u>(872,327)</u>	<u>-1.66%</u>

II

Other Matters

7.2

R. O. No. 64 - 12 - 13. By CHIEF ADMINISTRATIVE OFFICER.
June 18, 2012.

Submitting the attached summary of the 2013 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2012 original budget.

Finance,
~~Law & Fire,~~
Pub Prot & Safety,
Pub Works,
School & Child
approve

Chief Administrative Officer

	<u>2012 Approved</u> <u>Budget</u>	<u>2013 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
Enterprise Funds				
Wastewater Fund	8,512,900	8,374,335	(138,565)	-1.63%
Boat Facilities Fund	107,335	107,378	43	0.04%
Parking Utility Fund	500,320	519,314	18,994	3.80%
Transit Utility Fund	<u>3,577,877</u>	<u>3,583,572</u>	<u>5,695</u>	<u>0.16%</u>
Total Enterprise Funds	<u><u>12,698,432</u></u>	<u><u>12,584,599</u></u>	<u><u>(113,833)</u></u>	<u><u>-0.90%</u></u>
Internal Services Funds				
Motor Vehicle Fund	1,980,606	1,958,030	(22,576)	-1.14%
Health Insurance Fund	9,112,868	9,112,868	-	0.00%
Liability Insurance Fund	577,200	577,200	-	0.00%
Worker's Compensation Fund	356,220	464,924	108,704	30.52%
Information Systems Fund	<u>839,200</u>	<u>836,500</u>	<u>(2,700)</u>	<u>-0.32%</u>
Total Internal Service Funds	<u><u>12,866,094</u></u>	<u><u>12,949,522</u></u>	<u><u>83,428</u></u>	<u><u>0.65%</u></u>
Trust Funds				
Cemetery Perpetual Care Fund	10,500	10,500	-	0.00%
E H May Environmental Park Fund	34,000	34,000	-	0.00%
Everhard/Forrer Trust Fund	<u>12,800</u>	<u>12,800</u>	<u>-</u>	<u>0.00%</u>
Total Trust Funds	<u><u>57,300</u></u>	<u><u>57,300</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>

VI

5.4

R. C. No. 82 - 12 - 13. By SALARIES AND GRIEVANCES. July 2, 2012.

The Salaries and Grievances Committee reviewed and discussed R. O. No. 63-12-13 by the Chief Administrative Officer being the 2013 Budget Request for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds.

*Finance
Accepting
& refer to
Finance,
Strategic
COW*

<u>Ray Rosel</u>	_____
<u>Julie Kath</u>	_____
<u>Godi VanderWeil</u>	_____
	Committee

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

Dated _____ 20__ . _____, City Clerk

Approved _____ 20__ . _____, Mayor

IV

II

Other Matters

7.1

R. O. No. 63-12-13. By CHIEF ADMINISTRATIVE OFFICER.
June 18, 2012.

Submitting the attached summary of the 2013 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2012 original budget.

Finance,
Law & Lic,
Pub Prot & Safety,
Pub Works,
Dev & Growth

Chief Administrative Officer

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Revenue - General Fund				
Taxes (Other than Property)	1,106,800	1,106,800	-	0.00%
Licenses & Permits	650,785	599,627	(51,158)	-7.86%
Intergovernmental Revenue	14,546,626	14,482,327	(64,299)	-0.44%
Charges for Services	2,140,701	1,539,317	(601,384)	-28.09%
Fines & Forfeits	710,306	634,100	(76,206)	-10.73%
Interest on Investments	255,150	255,000	(150)	-0.06%
Miscellaneous Revenue	112,786	114,936	2,150	1.91%
Other Financing Sources	<u>673,553</u>	<u>673,553</u>	-	<u>0.00%</u>
Total Revenue	<u><u>20,196,707</u></u>	<u><u>19,405,660</u></u>	<u><u>(791,047)</u></u>	<u><u>-3.92%</u></u>
Revenue - Mead Library				
Intergovernmental Revenue	674,271	672,408	(1,863)	-0.28%
Charges for Services	97,250	98,113	863	0.89%
Miscellaneous Revenue	<u>30,000</u>	<u>31,000</u>	<u>1,000</u>	<u>3.33%</u>
Sub-Total	801,521	801,521	-	0.00%
Fund Equity Applied	<u>29,650</u>	<u>29,650</u>	-	<u>0.00%</u>
Total Revenue	<u><u>831,171</u></u>	<u><u>831,171</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>
Revenue - Debt Service Fund				
Interest on Investments	7,476	7,476	-	0.00%
Pension Transfer	492,101	492,101	-	0.00%
Transfer from Other Funds	<u>1,378,706</u>	<u>1,376,221</u>	<u>(2,485)</u>	<u>-0.18%</u>
Total Revenue	<u><u>1,878,283</u></u>	<u><u>1,875,798</u></u>	<u><u>(2,485)</u></u>	<u><u>-0.13%</u></u>
City Tax Levy				
General Fund	15,384,886	15,408,756	23,870	0.16%
Mead Library Fund	2,377,053	2,377,053	-	0.00%
Debt Service Fund	2,910,747	2,886,889	(23,858)	-0.82%
Transit Utility Fund	<u>511,559</u>	<u>511,547</u>	<u>(12)</u>	<u>0.00%</u>
Total City Tax Levy	<u><u>21,184,245</u></u>	<u><u>21,184,245</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
General Fund				
Department				
Council	112,889	112,889	-	0.00%
Mayor	453,369	426,836	(26,533)	-5.85%
City Clerk	383,059	383,508	449	0.12%
Elections	236,971	106,062	(130,909)	-55.24%
Finance	916,226	893,055	(23,171)	-2.53%
Assessor	441,206	419,846	(21,360)	-4.84%
Human Resources	247,463	240,365	(7,098)	-2.87%
City Attorney	428,491	433,075	4,584	1.07%
City Insurance	176,940	276,940	100,000	56.52%
City Buildings	860,723	854,587	(6,136)	-0.71%
Board of Review	2,300	2,300	-	0.00%
Employee Benefits	<u>347,411</u>	<u>347,411</u>	<u>-</u>	<u>0.00%</u>
Total General Government	4,607,048	4,496,874	(110,174)	-2.39%
Police	12,099,483	12,284,590	185,107	1.53%
Fire	7,618,472	7,520,956	(97,516)	-1.28%
Building Inspection	472,266	461,143	(11,123)	-2.36%
Emergency Operations	1,875	1,875	-	0.00%
Civil Defense	<u>12,505</u>	<u>12,510</u>	<u>5</u>	<u>0.04%</u>
Total Public Protection	20,204,601	20,281,074	76,473	0.38%
Public Works	289,190	263,390	(25,800)	-8.92%
Engineering	401,198	498,767	97,569	24.32%
Streets	3,820,493	3,832,123	11,630	0.30%
Sanitation	2,360,155	2,391,170	31,015	1.31%
Boat Facilities	100,000	150,000	50,000	50.00%
Incinerator	<u>20,000</u>	<u>20,000</u>	<u>-</u>	<u>0.00%</u>
Total Public Works	6,991,036	7,155,450	164,414	2.35%
Cemetery	<u>337,236</u>	<u>314,840</u>	<u>(22,396)</u>	<u>-6.64%</u>
Total Human Services	337,236	314,840	(22,396)	-6.64%
Park Department	2,036,967	2,103,994	67,027	3.29%
Celebrations	30,978	10,245	(20,733)	-66.93%
Senior Center	<u>183,912</u>	<u>185,480</u>	<u>1,568</u>	<u>0.85%</u>
Total Culture/Recreation	2,251,857	2,299,719	47,862	2.13%
City Development	247,755	244,399	(3,356)	-1.35%
Interfund Transfers	7,060	7,060	-	0.00%

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Uncollectible Receivables	15,000	15,000	-	0.00%
Fund Equity Increase	<u>920,000</u>	<u>-</u>	<u>(920,000)</u>	<u>-100.00%</u>
Total General Fund	<u>35,581,593</u>	<u>34,814,416</u>	<u>(767,177)</u>	<u>-2.16%</u>
Meg Unit Fund	61,235	61,235	-	0.00%
Mead Library Fund	3,208,224	3,208,224	-	0.00%
Tourism Fund	885,370	885,370	-	0.00%
Cable TV Franchise Fund	475,516	480,716	5,200	1.09%
Municipal Court Fund	940,000	901,293	(38,707)	-4.12%
Ambulance Fund	925,000	950,000	25,000	2.70%
Special Assessment Fund	593,670	593,670	-	0.00%
Harbor Centre Marina Fund	1,019,995	1,019,995	-	0.00%
Redevelopment Authority Fund	<u>10,500</u>	<u>10,500</u>	<u>-</u>	<u>0.00%</u>
Total Special Revenue Funds	8,119,510	8,111,003	(8,507)	-0.10%
G O Bond Debt Service Fund	4,789,030	4,762,687	(26,343)	-0.55%
TID VI Debt Service Fund	1,940,351	1,867,713	(72,638)	-3.74%
TID V Debt Service Fund	2,668	2,668	-	0.00%
TID VII Debt Service Fund	157,433	157,433	-	0.00%
TID X Debt Service Fund	277,166	277,166	-	0.00%
TID XI Debt Service Fund	510,735	510,735	-	0.00%
TID XII Debt Service Fund	203,309	203,309	-	0.00%
Environmental TID I Debt Service	157,070	159,420	2,350	1.50%
TID XIII Debt Service Fund	<u>340,032</u>	<u>340,032</u>	<u>-</u>	<u>0.00%</u>
	8,377,794	8,281,163	(96,631)	-1.15%
Industrial Park Fund	11,519	11,519	-	0.00%
Transit Utility Fund	511,559	511,547	(12)	0.00%
Total Budget	<u>52,601,975</u>	<u>51,729,648</u>	<u>(872,327)</u>	<u>-1.66%</u>

VI

5.5

R. C. No. 83 - 12 - 13. By SALARIES AND GRIEVANCES. July 2, 2012.

The Salaries and Grievances Committee reviewed and discussed R. O. No. 64-12-13 by the Chief Administrative Officer being the 2013 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds.

Inance

*accept
& refer to*

*Finance,
Strategic
COW.*

Cory Pessel

Julie Kath

Jodi VanderWeil

Committee

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

Dated _____ 20__ . _____, City Clerk

Approved _____ 20__ . _____, Mayor

13

IV

13

II

Other Matters

7.2

R. O. No. 64 - 12 - 13. By CHIEF ADMINISTRATIVE OFFICER.
June 18, 2012.

Submitting the attached summary of the 2013 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2012 original budget.

Finance,
Law & Lic,
Pub Prot & Safety,
Pub Works,
Sal & Genl

Chief Administrative Officer

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Enterprise Funds				
Wastewater Fund	8,512,900	8,374,335	(138,565)	-1.63%
Boat Facilities Fund	107,335	107,378	43	0.04%
Parking Utility Fund	500,320	519,314	18,994	3.80%
Transit Utility Fund	<u>3,577,877</u>	<u>3,583,572</u>	<u>5,695</u>	<u>0.16%</u>
Total Enterprise Funds	<u><u>12,698,432</u></u>	<u><u>12,584,599</u></u>	<u><u>(113,833)</u></u>	<u><u>-0.90%</u></u>
Internal Services Funds				
Motor Vehicle Fund	1,980,606	1,958,030	(22,576)	-1.14%
Health Insurance Fund	9,112,868	9,112,868	-	0.00%
Liability Insurance Fund	577,200	577,200	-	0.00%
Worker's Compensation Fund	356,220	464,924	108,704	30.52%
Information Systems Fund	<u>839,200</u>	<u>836,500</u>	<u>(2,700)</u>	<u>-0.32%</u>
Total Internal Service Funds	<u><u>12,866,094</u></u>	<u><u>12,949,522</u></u>	<u><u>83,428</u></u>	<u><u>0.65%</u></u>
Trust Funds				
Cemetery Perpetual Care Fund	10,500	10,500	-	0.00%
E H May Environmental Park Fund	34,000	34,000	-	0.00%
Everhard/Forrer Trust Fund	<u>12,800</u>	<u>12,800</u>	<u>-</u>	<u>0.00%</u>
Total Trust Funds	<u><u>57,300</u></u>	<u><u>57,300</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>

XI

6.2

Gen. Ord. No. 18 - 12 - 13. By Alderpersons Roeseler, Kath, VanderWeele and Donohue. July 2, 2012.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to reclassify the positions of Community Development Specialist and Neighborhood/Development Specialist in the City Development Department; Auditor Analyst, Senior Accountant, Accountant, and Programmer/Analyst in the Finance Department; Maywood Naturalist and Chemist/Industrial WW Supervisor in the Department Of Public Works from non-exempt to exempt on the Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section A.3. of the City Development Department, 5.a. and c. of the Department of Finance; B.3. & 7 of the Department of Public Works, Parks, Forestry & Cemetery and Waste Water Treatment Plant as follows:

A. CITY HALL DEPARTMENTS

3. City Development Department

Class Title	Job Code	Class Grade	NO. of Employees
Delete:			
Community Development Specialist	A07061A	A10A	1.0
Neighborhood/Development Specialist	A07072N	06N	1.0
Add:			
Community Development Specialist	A07061D	05D	1.0
Neighborhood/Development Specialist	A07072D	06D	1.0

5. Department of Finance
a. Accounting Division

Delete:			
Auditor Analyst	B06040B	B17	1.0
Senior Accountant	B06050B	B18	1.0
Accountant	B06060B	B14	1.0

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IX

Add:

Auditor Analyst	B06040D	09D	1.0
Senior Accountant	B06050D	10D	1.0
Accountant	B06060D	07D	1.0

c. Information Technology

Delete:

Programmer/Analyst I	D06440A	A25	1.0
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Add:

Programmer/Analyst	D06440D	12D	2.0
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B. DEPARTMENT OF PUBLIC WORKS

3. Parks, Forestry & Cemetery

Delete:

Maywood Naturalist	C08080N	05D	1.0
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Add:

Maywood Naturalist	C08080D	05D	1.0
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7. Wastewater Treatment Division

Delete:

Chemist Industrial WW Supervisor	C08200N	09N	1.0
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Add:

Chemist Industrial WW Supervisor	C08200D	09D	1.0
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Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

Ray Kessel
Julie Kath
Jodi Vandenberg

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

CITY OF SHEBOYGAN

**COMMUNITY DEVELOPMENT SPECIALIST
Grade 5D**

Code A07061D

Reports to:	Development Manager	Department:	City Planning and Development
Classification:	Exempt	Approved:	S & G
Date:	10/3/2011 11/07/2011	Approved:	S & G Common Council

Nature of Work:

Under the general direction of the Development Manager, or his/her designee performs a wide range of diverse and responsible duties pertaining to planning, zoning, and development requiring individual judgment, initiative, and specialized knowledge in carrying out procedures and applying laws and regulations.

Typical Duties: (These examples do not list all the duties which may be assigned.)

- 1.* Performs diverse clerical duties to oversee daily office activities.
- 2.* Assists in the processing of Conditional Use Permit applications, site plans, Community Development Block Grant program applications, annexation petitions, zoning amendments, etc.
- 3.* Act as the initial point of contact for the Planning and on occasion the Building Inspection Department, including answering telephones and distributing messages, receiving and interviewing clients/visitors, contacting public and elected officials, returning calls, greeting customers, telephone receptionist duties, processing mail, answering routine correspondence, and maintaining department files, minute taking at various meetings, preparing agendas, etc.
- 4.* Assist in building permit issuance and receives payments, including receipt of plans, routing to City Building Inspector, minor plan check and permit issuance as directed, contact property owners or building contractors, collect building permit and fees, as examples.
- 5.* Researches, organizes and types correspondences and complex statistical or financial reports.
- 6.* Performs duties of Permit Clerk when said Clerk is on vacation or sick leave.
- 7.* Assists in the preparation of the Department budget.
- 8.* Assist with Architectural Review Board, City Plan Commission, Historic Preservation Commission, Housing Rehabilitation Committee, Marina and Harbor Commission, Redevelopment Authority, Industrial Development Commission activities, including receiving applications, preparation of mailing lists, copy and collate reports, preparation and distribution of agenda packets, work occasional evenings and/or when meetings are scheduled. Prepares Common Council documents, as required.
- 9.* Prepares purchase orders and processes invoices.

- 10.* Assists in tax incremental financing district creation and amendments
- 11.* Assists, develops, and implements procedures for expediting the flow of clerical work.
- 12.* Researches, organizes, and types correspondence and complex statistical or financial reports, etc.
- 13.* Develops, maintains responsibility for, and recommends needed improvements on an efficient filing system.
- 13. Maintains a department calendar.
- 14. Adjusts complaints or supplies information explaining involved department procedures, making decisions based on precedent and regulations.
- 15. Opens incoming mail, answers routine correspondence, and assigns technical inquiries to the proper person.
- 16. Performs related work as needed.

*Essential Functions

Minimum Qualifications:

- 1. Extensive knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to City planning and development and the Building Inspection Division.
- 2. Knowledge and demonstrated experience in annexations, real estate acquisitions, grant writing, condemnation, subdivision creation, ordinance and zoning implementation, and Community Development Block Grant programs.
- 3. Knowledge of laws pertaining to tax incremental finance district creation and amendments.
- 4. Working knowledge of building design and construction.
- 5. Ability to assist displaced persons in solving their housing needs, including making referrals to appropriate social agencies as needed.
- 6. A high sense of responsibility and initiative to work independently and productively, with minimal supervision, and to work from oral and written instructions.
- 7. Considerable knowledge of office methods, practices, and equipment.
- 8. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, business math, clerical accuracy, etc. and high level of proficiency in typing, dictation, and transcription accurately at a prescribed rate of speed as determined by the Civil Service Commission.
- 9. Extensive knowledge of computers and programs (Word, Excel, Power Point, AS 400 and Microsoft Project, Publisher, Access and Outlook.)
- 10. Skill in handling difficult and complex office situations and ability to undertake proper disposition of problems.

11. Ability to exercise good judgment, courtesy, and tact in dealing with general public, Common Council, Committee members, City staff, contractors, architects, engineers, etc.
12. Ability to keep accurate statistical records and make reports.
13. A Bachelor's Degree in Urban or Regional Planning, Finance, Business Administration, or closely related field.
14. Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.
15. A minimum of three years of professional work experience in community development, planning, development, redevelopment, grant writing, finance, or similar profession.

CITY OF SHEBOYGAN

NEIGHBORHOOD DEVELOPMENT SPECIALIST
Grade 6

Code A07072D

Reports to:	Development Manager	Department:	City Planning and Development
Classification:	Exempt	Approved:	S & G
Date:	2/6/12 Common Council	Approved:	S & G 01/23/2012

Nature of Work:

Work involves coordinating neighborhood related programs and activities, representing the City to neighborhood groups and community organizations, identifying community issues, designing neighborhood/corridor redevelopment plans, and implementing solutions. Facilitates cooperation between service agencies/community groups and City administration. Design programs and services to support civic league initiatives for neighborhood development.

Typical Duties: (These examples do not list all the duties which may be assigned.)

- 1.* Coordinates the neighborhood liaison process by insuring frequent communication with community representatives and City departments concerning neighborhood plans and the planning process.
- 2.* Coordinates the development of neighborhood actions plans to ensure work quality, evaluate progress, recommend changes, identify problem areas, and evaluate success. Advises neighborhood groups on what resources are available from City departments, other jurisdictions, other neighborhood groups, foundations, etc. to meet a particular need and assists in obtaining those resources.
- 3.* Assists in the processing of Community Development Block Grant documents, Housing Rehabilitation Program, Lead Hazard Reduction Program, redevelopment and planning activities, etc.
- 4.* Assist with preparing state and federal grant applications and administration.
5. Collects and analyzes information on neighborhood and group trends. Generates queries and reports from database(s) to provide needed information.
- 6*. Assists with clerical duties of the office in the absence of department personnel. May include preparing agendas/minutes and relevant planning related documents.
7. Develops training curriculum and materials to present to staff and community representatives based on identified needs. Develops and evaluates course curricula, recruits facilitators. Writes reports, letters, memos, and program descriptions. Writes procedures, guidelines and manuals. Provides information on other planning processes.
- 8*. Represents the department in its contacts with the business community and the general public, Council, City officials, boards, and other agencies; maintains complete and accurate records and makes reports.

9. Performs other duties as assigned.

*Essential Functions

Minimum Qualifications:

1. Extensive knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to City planning and development.
2. Knowledge and demonstrated experience in neighborhood revitalization activities, grant writing, and Community Development Block Grant programs.
3. Work requires broad knowledge in a general professional or technical field. Knowledge is normally acquired through four years of college resulting in a bachelor's degree.
4. A high sense of responsibility and initiative to work independently and productively, with minimal supervision, and to work from oral and written instructions.
5. Considerable knowledge of office methods, practices, and equipment.
6. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, business math, clerical accuracy, etc. and high level of proficiency in typing, dictation.
7. Extensive knowledge of computers and programs (Word, Excel, Power Point, AS 400 and Microsoft Project, Publisher, Access and Outlook, ArcGIS, Adobe Photoshop, AutoCAD, Google Insketch, etc.)
8. Skill in handling difficult and complex office situations and ability to undertake proper disposition of problems.
9. Ability to exercise good judgment, courtesy, and tact in dealing with general public, Common Council, Committee members, City staff, contractors, etc.
10. Ability to keep accurate statistical records and make reports.
11. A Bachelor's Degree in Urban or Regional Planning or closely related field.
12. Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.
13. A minimum of three years of professional work experience in neighborhood group/association work, community development, planning, development, redevelopment, grant writing.

CITY OF SHEBOYGAN

AUDITOR/ANALYST
Grade 09

Code B06040D

Reports to:	Deputy City Finance Dir./Treasurer	Department:	Finance Department
Classification:	Exempt	Approved:	S & G
Date:		Approved:	Common Council

Nature of Work:

Supervises and maintains the City accounting and financial records under the general direction of the Deputy City Finance Dir./Treasurer. Delegates work to account clerks and maintains controls over all general ledger accounts with principal emphasis on receivables, payables, and payroll areas. Participates in data processing operation to the extent necessary to establish and maintain controls over input and output of detailed transaction reports. Audits, coordinates, and reviews accounting reports of various City departments. Performs other related work including preparation of reports to outside agencies as required.

Typical Duties: (These examples do not list all the duties which may be assigned).

1. *Develops office procedures for present operations and new proposals subject to approval of the Finance Director/Treasurer.
2. *Supervises, schedules and assigns work of subordinates.
3. *Audits and compiles all information in the support of journal entries. Confers with department heads and other personnel regarding audits and revised accounting procedures. Prepares all journal entries subject to the approval of the Deputy City Finance Director/Treasurer.
4. *Performs audits as directed of hotel and motel payments and reporting of the room tax.
5. *Maintains account controls and analyses.
6. *Assists in overseeing budget controls and in preparation and review of departmental budgets.
7. *Maintains and audits subsidiary records for grants, insurance, and other specific areas which require the production of periodic reports. Prepares the related reports subject to review and approves by the Finance Director/Treasurer or his/her delegate.
8. *Reviews and verifies all activity including account distribution of all source data posted to the general ledger.
9. *Assists the Deputy in all phases of his/her work and performs the Deputy's work in his/her absence.

- 10.*Conducts research and studies on new and/or improved inventory, cash receipting and financial record keeping systems in all departments and aids in solving problems relating to same.
- 11.*Assists with the implementation and the maintenance of personal computer systems, including the training and assisting of personal computer users in various departments.
- 12.*Performs related work as assigned.

*Essential Functions

Minimum Qualifications:

1. Thorough knowledge of accounting, internal auditing, and mathematics, and working knowledge of data processing.
2. Ability to communicate effectively in written and verbal form.
3. A high sense of responsibility and initiative to work independently and productively without supervision and to work from oral and written instructions.
4. Ability to assist in properly scheduling data runs.
5. Ability to interpret and maintain Federal and State aid programs.
6. Ability to supervise coordinates and participate in accounting and bookkeeping operations and to prepare complex financial reports and other records.
7. Ability to effectively supervise, plan, organize, and direct the work of others.
8. Ability to exercise good judgment, courtesy, and tact in maintaining effective public and employee relations.
9. Ability to obtain a satisfactory grade on Civil Service, accounting, and other job-related examinations.
10. High level of accuracy and proficiency in interpreting and compiling statistical records and data and ability to collate and summarize data.
11. Considerable knowledge and experience in the use of personal computers and the ability to train and assist others on personal computer systems.
12. Graduation from an accredited college with a major in accounting and in addition two years of related experience preferred.

CITY OF SHEBOYGAN

Job Title:	Senior Accountant	CODE B06050D
Grade	10D	
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Reports to:	Finance Director	Department: Finance
Classification:	Exempt	S & G
Date:	October 11, 2010	Approved:
<hr/>		

POSITION SUMMARY: Maintains the City accounting and financial records under the general direction of the Deputy Finance Director/Treasurer. Maintains controls over all general ledger accounts. Performs other related work including preparation of reports to outside agencies as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assists in coordinating the processing of accounting functions.
- Audits and compiles all information in the support of journal entries. Prepares all journal entries subject to review and approval of the Deputy Finance Director/Treasurer or his/her delegate.
- Maintains account controls and analyses or reviews details established by other sources such as data processing for all City general ledger accounts.
- Maintains and audits subsidiary records for grants, insurance, bank reconciliation, and other specific areas which require the production of periodic reports. Prepares the related reports subject to review and approval by the Deputy Finance Director/Treasurer or his/her delegate.
- Reviews and verifies all activity including account distribution of all source data posted to the general ledger.
- Performs internal auditing of all departments' records and procedures including inventory, cash receipts, and other financial transactions.
- Budgeting and forecasting of City Departments.

QUALIFICATION REQUIREMENTS:

Considerable knowledge of accounting, internal auditing, and mathematics.

To perform this job successfully, an individual must be able to perform each essential duty satisfactory. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions.

1. Ability to communicate effectively in written and verbal form.
2. A high sense of responsibility and initiative to work independently and productively without supervision and to work from oral and written instructions.
3. Ability to assist in properly scheduling data runs.
4. Ability to interpret and maintain Federal and State aid programs.
5. Proficient in Microsoft Office and other computer tools as required.
6. Ability to exercise good judgment, courtesy, and tact in maintaining effective public and employee relations.

EDUCATION and/or EXPERIENCE:

B.S. degree in accounting or equivalent combination of experience and advanced academic training. (Three years' accounting experience substitutes for one year of advanced academic training.) Minimum of 10 years of related experience.

PRE-EMPLOYMENT:

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

LANGUAGE SKILLS:

Ability to read, analyze and interpret general government periodicals, technical procedures and government regulations. Ability to effectively present information and respond to questions from employees and the general public.

MATHEMATICAL SKILLS:

Ability to coordinate and participate in accounting and bookkeeping operations and to prepare complex financial reports and other records.

REASONING ABILITY:

Ability to exercise good judgment, investigate, define problems and offer solutions, research and collect data, analyze information and establish facts and draw valid conclusions.

TECHNOLOGY SKILLS:

Advanced spreadsheet and modeling experience.

OTHER SKILLS:

Ability to take initiative, interpret and apply policies and procedures, be organized, be detail-oriented, be prioritized, meet time-lines, set goals, implement changes, handle sensitive and confidential situations/information in a positive and proactive manner, work in a fast-paced environment, ask questions, give feedback and work independently, as well as within a team structure environment. Ability to interpret extensive variety of contractual language.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk.

The employee must regularly lift and/or move up to 10 pounds.

CITY OF SHEBOYGAN

Accountant
Grade 07

Code B06060D

Reports to:	Deputy City Finance Dir./Treasurer	Department:	Finance Department
Classification:	Exempt	Approved:	S & G
Date:		Approved:	Common Council

Nature of Work:

Maintains the City accounting and financial records under the general direction of the Deputy Finance Director/Treasurer. Maintains controls over all general ledger accounts with principal emphasis on receivables, payables, payroll, and project accounting. Participates in data processing operation to the extent necessary to establish, maintain, and audit controls over input and output of detailed transaction reports. Performs other related work including preparation of reports to outside agencies as required.

Typical Duties: (These examples do not list all the duties which may be assigned.)

- 1.* Assists in coordinating the processing of accounting functions.
- 2.* Audits and compiles all information in the support of journal entries. Prepares all journal entries subject to review and approval of the Deputy Finance Director/Treasurer or his/her delegate.
- 3.* Maintains account controls and analyses or reviews details established by other sources such as data processing for all City general ledger accounts.
- 4.* Maintains and audits subsidiary records for grants, insurance, bank reconciliation, and other specific areas which require the production of periodic reports. Prepares the related reports subject to review and approval by the Deputy Finance Director/Treasurer or his/her delegate.
- 5.* Reviews and verifies all activity including account distribution of all source data posted to the general ledger.
- 6.* Performs internal auditing of all departments' records and procedures including inventory, cash receipts, and other financial transactions.
- 7.* Maintains, audits, and compiles information for fixed asset system.

*Essential Functions

Minimum Qualifications:

1. Considerable knowledge of accounting, internal auditing, and mathematics.
2. Ability to communicate effectively in written and verbal form.
3. A high sense of responsibility and initiative to work independently and productively without supervision and to work from oral and written instructions.
4. Ability to assist in properly scheduling data runs.
5. Ability to interpret and maintain Federal and State aid programs.
6. Ability to coordinate and participate in accounting and bookkeeping operations and to prepare complex financial reports and other records.
7. Ability to exercise good judgment, courtesy, and tact in maintaining effective public and employe relations.
8. Ability to obtain a satisfactory grade on Civil Service, accounting, and other job-related examinations.
9. B.S. degree in accounting or equivalent combination of experience and advanced academic training. (Three years' accounting experience substitutes for one year of advanced academic training.)

August 1987
Gen. Ord. 68-87-88

CITY OF SHEBOYGAN

PROGRAMMER/ANALYST I
Class Grade 12

CODE D06440D

Reports to:	Information Systems Manager	Department:	Finance
Classification:	Exempt	Division:	Non-Represented
Date:	June 2012	Approved:	Gen Ord. 18-10-11

POSITION SUMMARY

Under general direction, is responsible for the analysis, development, coding, testing, and debugging of computer programs and systems from user interview through implementation. Defines system specifications and develops all levels of required documentation along with related work as required.

Typical Duties: (These examples do not list all the duties which may be assigned.)

- 1.* Confers with user department representatives when necessary to improve, implement, or analyze requested changes to existing programs and/or systems.
- 2.* Confers and recommends alternative solutions regarding length of program runs (timing) problems and/or abolishing obsolete programs and non-essential data files.
- 3.* Conducts feasibility studies to determine if given systems or procedures may economically and efficiently be considered for EDP adoption.
- 4.* Conducts detailed research on record keeping systems and procedures including the collection, transfer, processing, utilization, and storage of information.
- 5.* Prepares cost comparisons for various approaches to problem solution considering time, equipment, material, and personnel.
- 6.* Designs forms for use in modified or new systems.
- 7.* Designs detailed flow charts and fully documents entire procedures and writes complex programs.
- 8.* Aids in solving problems relating to existing or proposed equipment configurations.
- 9.* Prepares operating and restart procedures for computer operators and assigns distribution of reports.

10. Participates in the operating of data processing equipment when necessary.

*Essential Functions

Minimum Qualifications:

1. Thorough knowledge of system operation and technique of programming to code data flow.
2. Thorough level of proficiency in complex program design, coding, testing, and implementing operational procedures.
3. Considerable knowledge of systems and procedures to increase efficiency.
4. Thorough knowledge of the operation of a computer and program methods for conversion from mechanical and clerical processes to the computer.
5. Considerable knowledge of accounting, finance, and business methods.
6. Ability to express oneself clearly and concisely both orally and in writing.
7. Ability to work effectively and portray a professional attitude while dealing with co-workers and user representatives.
8. Graduation from an accredited college or institution of higher learning with the emphasis on business and COBOL, plus experience in data processing (or the equivalent training and experience which provides the required knowledge, skills, and ability.)

CITY OF SHEBOYGAN

MAYWOOD NATURALIST**Code C08080D****Grade 5**

Reports to: Wastewater Treatment Plant Superintendent	Department: Public Works
Classification: Exempt S & G 6/26/12	Division: Non-Represented
Date: November 1989	Approved: Gen Ord 132-89-90

NATURE OF WORK:

Under general supervision of the Environmental Park Director, working with the general public and numerous volunteers to accomplish the mission of the Ellwood H. May Environmental Park. To this end, the Naturalist I is primarily responsible for designing and implementing environmental educational programs.

TYPICAL DUTIES: (These examples do not list all the duties which may be assigned.)

1. *Develop and present on and offsite programs on natural science and environmental issues to children, adults and families, including walking tours.
2. *Develop educational pamphlets, exhibits and activity guides for Maywood visitors and school groups.
3. Maintain teaching materials and supplies.
4. *Initiate and prepare interpretive displays.
5. *Supervise and participate in the maintenance of buildings, grounds and equipment.
6. *Operate PC, answer telephone, light typing, filing and miscellaneous office duties.
7. Undertake additional duties as assigned.

*Essential Functions

MINIMUM QUALIFICATIONS:

1. B.S. or B.A. in the natural sciences or environmental education.
2. Experience teaching environmental education preferred.
3. Basic knowledge of maintenance and construction techniques, proper use and care of basic power tools and ability to drive standard transmission vehicles, including hauling trailers.
4. Knowledge of personal computers and ability to perform desk top publishing necessary in creating flyers, posters, etc.
5. Ability to work with the general public/students of all ages and coordinate and supervise groups of volunteers.
6. Excellent physical condition and stamina, including ability to work outside in all terrain and climatic conditions.
7. Good communication and leadership skills.
8. Possession of a valid WI Motor Vehicle Operator's License in good standing and an insured automobile for use on the job.

Gen. Ord. 44-94-95

Job Code changed from F08630D to F08630N 12/99 to reflect non-represented, non-exempt status.

Job Code changed From F0863N to reflect exempt status

CITY OF SHEBOYGAN

CHEMIST/INDUSTRIAL WASTEWATER SUPERVISOR
Grade 9

Code C08200D

Reports to: Wastewater Treatment Plant Superintendent	Department:	Public Works
Classification: Exempt S & G 6/26/12	Division:	Non-Represented
Date: November 1989	Approved:	Gen Ord 132-89-90

Nature of Work:

This is professional work responsible for supervising laboratory functions and administering all aspects of the Sheboygan Industrial Pretreatment Program. Work is performed independently in accordance with local, State, and Federal regulations.

Typical Duties: (These examples do not list all the duties which may be assigned.)

- 1.* Supervises and/or participates in the collection and analyzing of samples originating from the treatment process, collection system, or industrial discharges.
- 2.* Supervises and directs the laboratory analysis work of all personnel who may utilize the laboratory facilities and initiates the purchase of laboratory supplies and equipment.
- 3.* Enforces all laboratory safety standards set by City, State, and Federal laws.
- 4.* Performs industrial inspections and writes industrial wastewater discharge permits, and directs monitoring activities associated with industrial discharges.
- 5.* Assists management in projecting the effect of industrial discharges on plant operations and in the establishment of industrial pretreatment requirements.
- 6.* Evaluates and monitors the acceptability of hauled wastes discharged at WWTP.
- 7.* Maintains complete records and submits detailed reports as required by State and Federal agencies.
- 8.* Implements and enforces local, State, and Federal industrial pretreatment regulations.
- 9.* Recommends necessary pretreatment enforcement action to the Plant Superintendent and assists the City Attorney's Office in any enforcement proceedings.

- 10.* Supervises and evaluates employees and effectively recommends hiring, promotions, demotion, or discipline.
11. Performs additional related duties for any City department as assigned by the Wastewater Plant Superintendent.

*Essential Functions

Minimum Qualifications:

1. Bachelor of Science degree from an accredited college with major course work in chemistry or a closely related field.
2. Two years of experience collecting wastewater samples and performing wastewater analysis.
3. Ability to interpret the results of laboratory tests with accuracy and precision.
4. Skill in the use, care, and maintenance of laboratory equipment.
5. Ability to accurately follow oral and written instructions and express oneself clearly orally and in writing.
6. A high sense of responsibility and initiative to work independently without supervision.
7. Ability to establish and maintain effective public and employee relations.
8. Thorough knowledge of State and Federal industrial pretreatment regulations.
9. Possession of a valid Wisconsin Motor Vehicle Operator's License in good standing.

November 1989

Gen. Ord. 132-89-90

-Job Code changed from C08200S to C08200N 12/99 to reflect non-represented, non-exempt status.

Effective 4/1/2012 change from non-exempt to exempt status

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Revenue - General Fund				
Taxes (Other than Property)	1,106,800	1,106,800	-	0.00%
Licenses & Permits	650,785	599,627	(51,158)	-7.86%
Intergovernmental Revenue	14,546,626	14,482,327	(64,299)	-0.44%
Charges for Services	2,140,701	1,539,317	(601,384)	-28.09%
Fines & Forfeits	710,306	634,100	(76,206)	-10.73%
Interest on Investments	255,150	255,000	(150)	-0.06%
Miscellaneous Revenue	112,786	114,936	2,150	1.91%
Other Financing Sources	<u>673,553</u>	<u>673,553</u>	-	<u>0.00%</u>
Total Revenue	<u><u>20,196,707</u></u>	<u><u>19,405,660</u></u>	<u><u>(791,047)</u></u>	<u><u>-3.92%</u></u>
Revenue - Mead Library				
Intergovernmental Revenue	674,271	672,408	(1,863)	-0.28%
Charges for Services	97,250	98,113	863	0.89%
Miscellaneous Revenue	<u>30,000</u>	<u>31,000</u>	<u>1,000</u>	<u>3.33%</u>
Sub-Total	801,521	801,521	-	0.00%
Fund Equity Applied	<u>29,650</u>	<u>29,650</u>	-	<u>0.00%</u>
Total Revenue	<u><u>831,171</u></u>	<u><u>831,171</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>
Revenue - Debt Service Fund				
Interest on Investments	7,476	7,476	-	0.00%
Pension Transfer	492,101	492,101	-	0.00%
Transfer from Other Funds	<u>1,378,706</u>	<u>1,376,221</u>	<u>(2,485)</u>	<u>-0.18%</u>
Total Revenue	<u><u>1,878,283</u></u>	<u><u>1,875,798</u></u>	<u><u>(2,485)</u></u>	<u><u>-0.13%</u></u>
City Tax Levy				
General Fund	15,384,886	15,408,756	23,870	0.16%
Mead Library Fund	2,377,053	2,377,053	-	0.00%
Debt Service Fund	2,910,747	2,886,889	(23,858)	-0.82%
Transit Utility Fund	<u>511,559</u>	<u>511,547</u>	<u>(12)</u>	<u>0.00%</u>
Total City Tax Levy	<u><u>21,184,245</u></u>	<u><u>21,184,245</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
General Fund				
Department				
Council	112,889	112,889	-	0.00%
Mayor	453,369	426,836	(26,533)	-5.85%
City Clerk	383,059	383,508	449	0.12%
Elections	236,971	106,062	(130,909)	-55.24%
Finance	916,226	893,055	(23,171)	-2.53%
Assessor	441,206	419,846	(21,360)	-4.84%
Human Resources	247,463	240,365	(7,098)	-2.87%
City Attorney	428,491	433,075	4,584	1.07%
City Insurance	176,940	276,940	100,000	56.52%
City Buildings	860,723	854,587	(6,136)	-0.71%
Board of Review	2,300	2,300	-	0.00%
Employee Benefits	<u>347,411</u>	<u>347,411</u>	-	<u>0.00%</u>
Total General Government	4,607,048	4,496,874	(110,174)	-2.39%
Police	12,099,483	12,284,590	185,107	1.53%
Fire	7,618,472	7,520,956	(97,516)	-1.28%
Building Inspection	472,266	461,143	(11,123)	-2.36%
Emergency Operations	1,875	1,875	-	0.00%
Civil Defense	<u>12,505</u>	<u>12,510</u>	<u>5</u>	<u>0.04%</u>
Total Public Protection	20,204,601	20,281,074	76,473	0.38%
Public Works	289,190	263,390	(25,800)	-8.92%
Engineering	401,198	498,767	97,569	24.32%
Streets	3,820,493	3,832,123	11,630	0.30%
Sanitation	2,360,155	2,391,170	31,015	1.31%
Boat Facilities	100,000	150,000	50,000	50.00%
Incinerator	<u>20,000</u>	<u>20,000</u>	-	<u>0.00%</u>
Total Public Works	6,991,036	7,155,450	164,414	2.35%
Cemetery	<u>337,236</u>	<u>314,840</u>	<u>(22,396)</u>	<u>-6.64%</u>
Toal Human Services	337,236	314,840	(22,396)	-6.64%
Park Department	2,036,967	2,103,994	67,027	3.29%
Celebrations	30,978	10,245	(20,733)	-66.93%
Senior Center	<u>183,912</u>	<u>185,480</u>	<u>1,568</u>	<u>0.85%</u>
Total Culture/Recreation	2,251,857	2,299,719	47,862	2.13%
City Development	247,755	244,399	(3,356)	-1.35%
Interfund Transfers	7,060	7,060	-	0.00%

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Uncollectible Receivables	15,000	15,000	-	0.00%
Fund Equity Increase	<u>920,000</u>	<u>-</u>	<u>(920,000)</u>	<u>-100.00%</u>
Total General Fund	<u>35,581,593</u>	<u>34,814,416</u>	<u>(767,177)</u>	<u>-2.16%</u>
Meg Unit Fund	61,235	61,235	-	0.00%
Mead Library Fund	3,208,224	3,208,224	-	0.00%
Tourism Fund	885,370	885,370	-	0.00%
Cable TV Franchise Fund	475,516	480,716	5,200	1.09%
Municipal Court Fund	940,000	901,293	(38,707)	-4.12%
Ambulance Fund	925,000	950,000	25,000	2.70%
Special Assessment Fund	593,670	593,670	-	0.00%
Harbor Centre Marina Fund	1,019,995	1,019,995	-	0.00%
Redevelopment Authority Fund	<u>10,500</u>	<u>10,500</u>	<u>-</u>	<u>0.00%</u>
Total Special Revenue Funds	8,119,510	8,111,003	(8,507)	-0.10%
G O Bond Debt Service Fund	4,789,030	4,762,687	(26,343)	-0.55%
TID VI Debt Service Fund	1,940,351	1,867,713	(72,638)	-3.74%
TID V Debt Service Fund	2,668	2,668	-	0.00%
TID VII Debt Service Fund	157,433	157,433	-	0.00%
TID X Debt Service Fund	277,166	277,166	-	0.00%
TID XI Debt Service Fund	510,735	510,735	-	0.00%
TID XII Debt Service Fund	203,309	203,309	-	0.00%
Environmental TID I Debt Service	157,070	159,420	2,350	1.50%
TID XIII Debt Service Fund	<u>340,032</u>	<u>340,032</u>	<u>-</u>	<u>0.00%</u>
	8,377,794	8,281,163	(96,631)	-1.15%
Industrial Park Fund	11,519	11,519	-	0.00%
Transit Utility Fund	511,559	511,547	(12)	0.00%
Total Budget	<u>52,601,975</u>	<u>51,729,648</u>	<u>(872,327)</u>	<u>-1.66%</u>

	<u>2012 Approved Budget</u>	<u>2013 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
Enterprise Funds				
Wastewater Fund	8,512,900	8,374,335	(138,565)	-1.63%
Boat Facilities Fund	107,335	107,378	43	0.04%
Parking Utility Fund	500,320	519,314	18,994	3.80%
Transit Utility Fund	<u>3,577,877</u>	<u>3,583,572</u>	<u>5,695</u>	<u>0.16%</u>
Total Enterprise Funds	<u>12,698,432</u>	<u>12,584,599</u>	<u>(113,833)</u>	<u>-0.90%</u>
Internal Services Funds				
Motor Vehicle Fund	1,980,606	1,958,030	(22,576)	-1.14%
Health Insurance Fund	9,112,868	9,112,868	-	0.00%
Liability Insurance Fund	577,200	577,200	-	0.00%
Worker's Compensation Fund	356,220	464,924	108,704	30.52%
Information Systems Fund	<u>839,200</u>	<u>836,500</u>	<u>(2,700)</u>	<u>-0.32%</u>
Total Internal Service Funds	<u>12,866,094</u>	<u>12,949,522</u>	<u>83,428</u>	<u>0.65%</u>
Trust Funds				
Cemetery Perpetual Care Fund	10,500	10,500	-	0.00%
E H May Environmental Park Fund	34,000	34,000	-	0.00%
Everhard/Forrer Trust Fund	<u>12,800</u>	<u>12,800</u>	<u>-</u>	<u>0.00%</u>
Total Trust Funds	<u>57,300</u>	<u>57,300</u>	<u>-</u>	<u>0.00%</u>