

*****ATTACHMENTS*****

PARCEL NO. _____
MAP NO. _____
ZONING CLASSIFICATION: _____

Office Use Only

APPLICATION/FILE NO. _____
REVIEW DATE: _____

FILING FEE: \$250.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN
APPLICATION FOR
CONDITIONAL USE PERMIT**
Requirements Per Section 15.905
Revised May 2018



Completed application is to be filed with the Department of City Development, 828 Center Avenue, Suite 104. To be placed on the agenda of the City Plan Commission, application must be filed two weeks prior to date of meeting. Applications will not be processed if all required attachments and filing fee of \$250 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Jennifer Paquin, pb2 architecture + engineering, Authorized Agent for Walmart

ADDRESS: 2809 Ajax Ave., Ste 100, Rogers, AR E-MAIL: jennifer.paquin@pb2ae.com

PHONE: (479) 877-6920 FAX NO. ()

2. DESCRIPTION OF THE SUBJECT SITE/PROPOSED PROJECT

NAME OF PROPOSED/EXISTING BUSINESS: Walmart Store #1276

ADDRESS OF PROPERTY AFFECTED: 3711 S. Taylor Drive, Sheboygan, WI

LEGAL DESCRIPTION: SEC 21 T15N R23E PRT SW1/4 SE1/4 AND NW1/4 SE1/4 LOT 4 CSM
REC IN VOL 8 P 198 AS DOC #1168491 ROD 10.09 A

BRIEF DESCRIPTION OF EXISTING OPERATION OR USE: _____

Retail

DETAILED DESCRIPTION OF PROPOSED OPERATION OR USE INCLUDING ANY CHANGES TO THE EXISTING USE: N/A (Retail)

BRIEF DESCRIPTION OF ALL REQUESTED VARIANCES FROM PROVISIONS OF THE ZONING ORDINANCE, WHICH ARE RELATED TO THE PROPOSED OPERATION OR USE: N/A



2809 Ajax Avenue Suite 100
Rogers, Arkansas 72758
Phone: 479.636.3545

May 11, 2020

City of Sheboygan
Planning & Development
Attn: Steve Sokolowski
828 Center Avenue
Suite 208
Sheboygan, WI 53081

RE: Conditional Use Application
Walmart #1276
3711 S. Taylor Drive
Sheboygan, WI

Mr. Sokolowski,

Please consider this letter as a supplement to the Conditional Use Application package submitted for updated signage at Walmart #1276 on South Taylor Drive in Sheboygan.

Walmart is updating both interior and exterior branding nationwide to incorporate their online grocery pickup service. These updates include changes to the exterior building color and changes to the font of both interior and exterior signage. This application serves to help facilitate those updates.

The updated signage will keep the building exterior current while also directing customers to desired locations inside and outside the store. For example, the new Lawn & Garden sign will direct customers to the separate Lawn & Garden entrance, while the Pickup sign guides customers to dedicated spaces for online grocery order pick up. These signage upgrades will not result in any substantial or undue adverse impact on surrounding properties or the character of the neighborhood. They will help both vehicular and pedestrian traffic flow on site as desired locations within the store are more clearly designated on the building exterior.

The signage requested as part of the Conditional Use Application will have no impact on existing utilities or public services.

Thank you for your consideration of this Conditional Use Application.

Signed,

Jennifer Paquin
Signage Coordinator

Walmart 1276 Sheboygan, WI / Sign Proposal

Submitted by: Jennifer Paquin, pb2 architecture + engineering, jennifer.paquin@pb2ae.com, 479-877-6920

Front Elevation:



Existing 5'-6" Walmart sign and spark
Will be replaced with new 5'-6" Walmart sign and spark

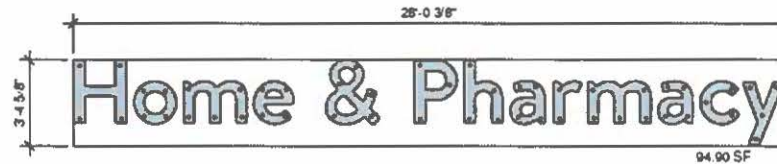


1 5'-6" WALMART SIGN
1/4" = 1'-0"

New Sign: 299.04 S.F.



Existing 2'-6" Home & Pharmacy sign
Will be replaced with a new 2'-6" Home & Pharmacy sign.

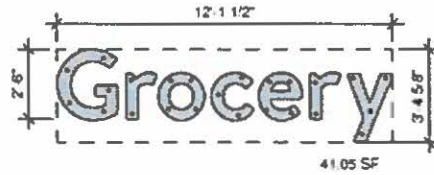


2 2'-6" HOME & PHARMACY
1/4" = 1'-0"

New sign: 94.90 S.F.



Existing 2'-6" Market sign.
Will be replaced with new 2'-6" Grocery sign.

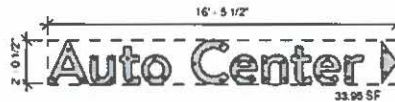


3 2'-6" GROCERY
1/4" x 1'-0"

New sign: 41.05 S.F.



Existing 2'-0" Auto Center sign with right arrow
Will be replaced with new 2'-0" Auto Center sign with arrow.

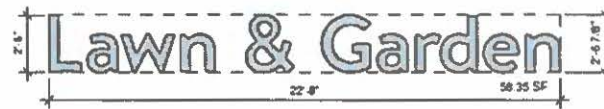


5 2'-0" AUTO CENTER
1/4" x 1'-0"

New sign: 33.95 S.F.



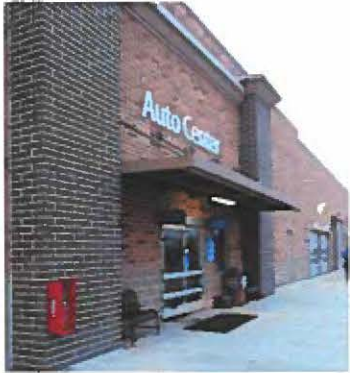
Lawn & Garden entrance, currently no sign.
Proposing new 2'-6" Lawn & Garden sign



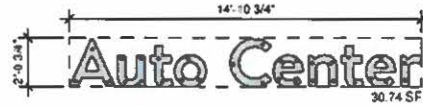
4 2'-6" LAWN & GARDEN
1/4" x 1'-0"

New sign: 58.35 S.F.

Auto Center Elevation:



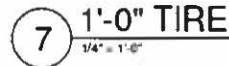
Existing 2'-0" Auto Center sign.
Will be replaced with a new 2'-0" Auto Center sign



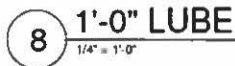
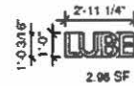
New sign: 30.74 S.F.



Existing 1'-0" Tire (total of 2) sign
Existing 1'-0" Lube sign, 1 total.
Will be replaced with two (2) new 1'-0" Tire signs, and one (1) new 1'-0" Lube sign.



New sign: 2.58 S.F. (2)



New sign: 2.98 S.F.

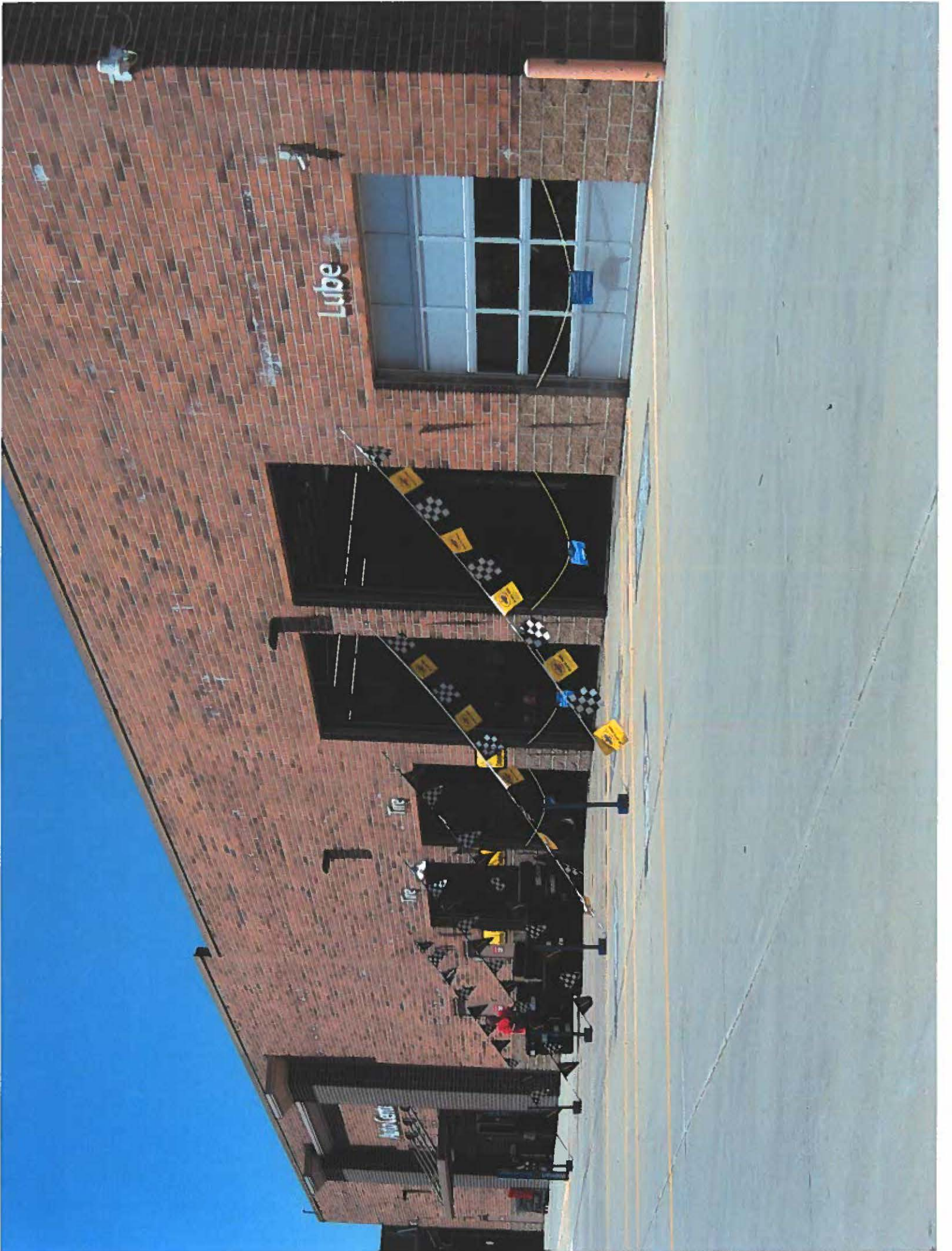
Sign Schedules:

| EXISTING SIGNAGE SCHEDULE | | | | | | | |
|----------------------------------|-----|-----|--------|-----------|-----------------|---------------|-----------|
| 1276 - Sheboygan, WI | | | | | | | |
| SIGNAGE LOCATION | QTY | LED | COLOR | SIZE | INDIVIDUAL AREA | TOTAL AREA | |
| FRONT SIGNAGE | | | | | | | |
| Walmart | 1 | LED | White | 5'-6" | 298.00 SF | 298.00 | SF |
| Spark | | LED | Yellow | 8'-0" | | | |
| Pickup | 1 | LED | White | 2'-6" | 66.76 SF | 66.76 | SF |
| Spark | | LED | Yellow | 4'-4 1/4" | | | |
| Market | 1 | N/A | White | 2'-6" | 28.17 SF | 28.17 | SF |
| Home & Pharmacy | 1 | N/A | White | 2'-6" | 97.66 SF | 97.66 | SF |
| Auto Center > | 1 | N/A | White | 2'-0" | 34.50 SF | 34.50 | SF |
| Subway (Tenant) | 1 | N/A | White | 2'-0" | 20.00 SF | 20.00 | SF |
| Guaranty Bank (Tenant) | 1 | N/A | White | 2'-0" | 20.00 SF | 20.00 | SF |
| TOTAL FRONT SIGNAGE | | | | | | 565.09 | SF |
| AUTO CENTER SIGNAGE | | | | | | | |
| Auto Center | 1 | | White | 2'-0" | 31.47 SF | 31.47 | SF |
| Tire | 2 | | White | 1'-0" | 2.38 SF | 4.76 | SF |
| Lube | 1 | | White | 1'-0" | 3.13 SF | 3.13 | SF |
| TOTAL AUTO CENTER SIGNAGE | | | | | | 39.36 | SF |
| TOTAL BUILDING SIGNAGE | | | | | | 604.45 | SF |

| PROPOSED SIGNAGE SCHEDULE | | | | | | | |
|----------------------------------|-----|-----|--------|-----------|-----------------|---------------|-----------|
| 1276 - Sheboygan, WI | | | | | | | |
| SIGNAGE LOCATION | QTY | LED | COLOR | SIZE | INDIVIDUAL AREA | TOTAL AREA | |
| FRONT SIGNAGE | | | | | | | |
| Walmart | 1 | LED | White | 5'-6" | 299.04 SF | 299.04 | SF |
| Spark | | LED | Yellow | 8'-0" | | | |
| Pickup (ETR) | 1 | LED | White | 2'-6" | 66.76 SF | 66.76 | SF |
| Spark (ETR) | | LED | Yellow | 4'-4 1/4" | | | |
| Grocery | 1 | N/A | White | 2'-6" | 41.05 SF | 41.05 | SF |
| Home & Pharmacy | 1 | N/A | White | 2'-6" | 94.90 SF | 94.90 | SF |
| Auto Center > | 1 | N/A | White | 2'-0" | 33.95 SF | 33.95 | SF |
| Lawn & Garden | 1 | N/A | White | 2'-6" | 58.35 SF | 58.35 | SF |
| Subway (Tenant/ETR) | 1 | N/A | White | 2'-0" | 20.00 SF | 20.00 | SF |
| Guaranty Bank (Tenant/ETR) | 1 | N/A | White | 2'-0" | 20.00 SF | 20.00 | SF |
| TOTAL FRONT SIGNAGE | | | | | | 634.05 | SF |
| AUTO CENTER SIGNAGE | | | | | | | |
| Auto Center | 1 | | White | 2'-0" | 30.74 SF | 30.74 | SF |
| Tire | 2 | | White | 1'-0" | 2.58 SF | 5.16 | SF |
| Lube | 1 | | White | 1'-0" | 2.98 SF | 2.98 | SF |
| TOTAL AUTO CENTER SIGNAGE | | | | | | 38.88 | SF |
| TOTAL BUILDING SIGNAGE | | | | | | 672.93 | SF |

Summary:

There are currently 11 signs on the building. 2 of the signs are tenant signs (Subway and Guaranty Bank)
 8 Walmart signs will be replaced with new signs, and 1 additional sign is being proposed.
 Total number of signs after change: 12
 Total square feet of signs currently on building: 604.45 S.F.
 Total square feet of signs being proposed: 672.93 S.F.
 Increase in square footage: 68.48 S.F.



Lube

Tire

Tire

Auto Care

CITY OF SHEBOYGAN

REQUEST FOR CITY PLAN COMMISSION CONSIDERATION

ITEM DESCRIPTION: Conditional Use and variance application by PB2 Architecture to replace and install new wall signage at Walmart located at 3711 S. Taylor Drive. SR-5 Zone

REPORT PREPARED BY: Steve Sokolowski, Manager of Planning and Zoning

REPORT DATE: June 5, 2020

MEETING DATE: June 9, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Walmart is updating both interior and exterior branding nationwide to incorporate their online grocery pickup service. These updates include changes to the exterior building color and changes to the font of both interior and exterior signage. This application serves to help facilitate those updates.

The updated signage will keep the building exterior current while also directing customers to desired locations inside and outside the store. For example, the new Lawn & Garden sign will direct customers to the separate Lawn & Garden entrance, while the Pickup sign guides customers to dedicated spaces for online grocery order pick up. These signage upgrades will not result in any substantial or undue adverse impact on surrounding properties or the character of the neighborhood. They will help both vehicular and pedestrian traffic flow on site as desired locations within the store are more clearly designated on the building exterior.

There are currently 11 signs on the building. Two (2) of the signs are tenant signs on the building (Subway and Guaranty Bank). Total square footage of signs currently on building is 604sf.

Total existing signs on the building is 11: Walmart (1), Home & Pharmacy (1), Market (1), Auto Center> (1), Auto Center(1), Lube (1), Tire (2), Pickup (1), Subway(1), Guaranty (1)

Eight (8) Walmart signs will be replaced with new signs and one (1) additional sign is proposed. Total number of signs after change will be 12. Total square footage of signage proposed is 673sf. The increase in total square footage is 68.48sf.

Total Proposed signs is 12: Replacements: Walmart (1), Home & Pharmacy (1), Market (1), Auto Center> (1), Auto Center(1), Lube (1), Tire (2). New: Lawn & Garden (1). Existing signs to remain: Pickup (1), Subway (1), Guaranty Bank (1)

West Wall Signs (5 signs – going from north to south):

41sf (2.5 x 12.1) “Grocery” channel letter sign.

- New 41sf “Grocery” sign shall replace existing 28sf “Market”. This is a 13sf increase.
- The EIFS area around the sign will also be repainted “Sand Trap.”

299sf (8 x 37.3) internally illuminated “Walmart” channel letter sign and spark logo.

- New 299sf “Walmart” sign and spark is 1 sf larger than the sign being replaced.
- The EIFS area around the sign will also be repainted “Cobble Brown.”

95sf (3.4 x 28) “Home and Pharmacy” channel letter sign.

- New 95sf “Home and Pharmacy” sign is 3sf smaller than the sign being replaced.
- The EIFS area around the sign will also be repainted “Sand Trap.”

34sf (2 x 16.5) “Auto Center” channel letter sign and arrow.

- New 34sf “Auto Center” sign is .5sf smaller than the sign being replaced.
- The EIFS area around the sign will also be repainted “Mocha.”

58sf (2.5 x 22.6) “Lawn and Garden” channel letter sign.

- The “Lawn and Garden” is a new sign adding an additional 58sf of signage.
- The EIFS area around the sign will also be repainted “Mocha.”

South Wall Sign (4 sign going west to east):

31sf (2 x 14.9) “Auto Center” channel letter sign.

- New 31sf “Auto Center” sign is .7sf larger than the sign being replaced.

Two 2.6sf (1 x 2.6) “Tire” channel letter signs.

- New 2.6sf “Tire” signs are each .2sf larger than the signs being replaced.

3sf (1 x 3) “Lube” channel letter sign.

- New 3sf “Lube” sign is .2sf smaller than the sign being replaced

Sign Schedules:

| EXISTING SIGNAGE SCHEDULE | | | | | | | | |
|----------------------------------|-----|-----|--------|-----------|-----------------|------------|--------|----|
| 1276 - Sheboygan, WI | | | | | | | | |
| SIGNAGE LOCATION | QTY | LED | COLOR | SIZE | INDIVIDUAL AREA | TOTAL AREA | | |
| FRONT SIGNAGE | | | | | | | | |
| Walmart | 1 | LED | White | 5'-6" | 298.00 | SF | 298.00 | SF |
| Spark | | LED | Yellow | 8'-0" | | | | |
| Pickup | 1 | LED | White | 2'-6" | 66.76 | SF | 66.76 | SF |
| Spark | | LED | Yellow | 4'-4 1/4" | | | | |
| Market | 1 | N/A | White | 2'-6" | 28.17 | SF | 28.17 | SF |
| Home & Pharmacy | 1 | N/A | White | 2'-6" | 97.66 | SF | 97.66 | SF |
| Auto Center > | 1 | N/A | White | 2'-0" | 34.50 | SF | 34.50 | SF |
| Subway (Tenant) | 1 | N/A | White | 2'-0" | 20.00 | SF | 20.00 | SF |
| Guaranty Bank (Tenant) | 1 | N/A | White | 2'-0" | 20.00 | SF | 20.00 | SF |
| TOTAL FRONT SIGNAGE | | | | | | | 565.09 | SF |
| AUTO CENTER SIGNAGE | | | | | | | | |
| Auto Center | 1 | | White | 2'-0" | 31.47 | SF | 31.47 | SF |
| Tire | 2 | | White | 1'-0" | 2.38 | SF | 4.76 | SF |
| Lube | 1 | | White | 1'-0" | 3.13 | SF | 3.13 | SF |
| TOTAL AUTO CENTER SIGNAGE | | | | | | | 39.36 | SF |
| TOTAL BUILDING SIGNAGE | | | | | | | 604.45 | SF |

| PROPOSED SIGNAGE SCHEDULE | | | | | | | | |
|----------------------------------|-----|-----|--------|-----------|-----------------|------------|--------|----|
| 1276 - Sheboygan, WI | | | | | | | | |
| SIGNAGE LOCATION | QTY | LED | COLOR | SIZE | INDIVIDUAL AREA | TOTAL AREA | | |
| FRONT SIGNAGE | | | | | | | | |
| Walmart | 1 | LED | White | 5'-6" | 299.04 | SF | 299.04 | SF |
| Spark | | LED | Yellow | 8'-0" | | | | |
| Pickup (ETR) | 1 | LED | White | 2'-6" | 66.76 | SF | 66.76 | SF |
| Spark (ETR) | | LED | Yellow | 4'-4 1/4" | | | | |
| Grocery | 1 | N/A | White | 2'-6" | 41.05 | SF | 41.05 | SF |
| Home & Pharmacy | 1 | N/A | White | 2'-6" | 94.90 | SF | 94.90 | SF |
| Auto Center > | 1 | N/A | White | 2'-0" | 33.95 | SF | 33.95 | SF |
| Lawn & Garden | 1 | N/A | White | 2'-6" | 58.35 | SF | 58.35 | SF |
| Subway (Tenant/ETR) | 1 | N/A | White | 2'-0" | 20.00 | SF | 20.00 | SF |
| Guaranty Bank (Tenant/ETR) | 1 | N/A | White | 2'-0" | 20.00 | SF | 20.00 | SF |
| TOTAL FRONT SIGNAGE | | | | | | | 634.05 | SF |
| AUTO CENTER SIGNAGE | | | | | | | | |
| Auto Center | 1 | | White | 2'-0" | 30.74 | SF | 30.74 | SF |
| Tire | 2 | | White | 1'-0" | 2.58 | SF | 5.16 | SF |
| Lube | 1 | | White | 1'-0" | 2.98 | SF | 2.98 | SF |
| TOTAL AUTO CENTER SIGNAGE | | | | | | | 38.88 | SF |
| TOTAL BUILDING SIGNAGE | | | | | | | 672.93 | SF |

Summary:

There are currently 11 signs on the building. 2 of the signs are tenant signs (Subway and Guaranty Bank)
 8 Walmart signs will be replaced with new signs, and 1 additional sign is being proposed.
 Total number of signs after change: 12
 Total square feet of signs currently on building: 604.45 S.F.
 Total square feet of signs being proposed: 672.93 S.F.
 Increase in square footage: 68.48 S.F.

STAFF COMMENTS:

Applicant does have several temporary Pennzoil racing pennant signs on the south side of the facility by the auto center outlining the repair bays. This temporary signage shall be removed prior to issuance of the new sign permits.

Applicant is requesting a variance to have a total of 12 wall signs – Maximum number of wall signs is four (4).

ACTION REQUESTED:

Staff is recommending approval of the conditional use, variance and sign permit request subject to the following conditions:

1. Applicant shall obtain the necessary sign permits prior to installation.
2. All new lighting shall be installed per Section 15.707 of the City of Sheboygan Zoning Ordinance. There shall be no spillover light onto adjacent properties or the streets.
3. Any additional signage for this facility will be individual letters (no flat panel and/or cabinets) and shall obtain all approval and permits required (variance sign permits, etc.).
4. Applicant shall remove all signs per their new sign plan for Walmart.
5. Applicant shall remove all temporary signs (Pennzoil racing pennants by auto department) and may install temporary signage as permitted by the City of Sheboygan Zoning Ordinance.

ATTACHMENTS:

Conditional Use Permit application and attachments.

CITY OF SHEBOYGAN

REQUEST FOR LICENSING, HEARINGS AND PUBLIC SAFETY CONSIDERATION

ITEM DESCRIPTION: Conditional Use and variance application by Robert Heimerl to create a new single-family lot at 3820 N. 13th Street. SR-3 Zone

REPORT PREPARED BY: Steve Sokolowski, Manager of Planning and Zoning

REPORT DATE: June 5, 2020

MEETING DATE:

June 9, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

In September of 2019, Robert Heimerl annexed his single-family dwelling located at 3820 N. 13th Street into the City. At that time, the owner indicated the reason for annexation was to potentially create a new lot for single-family development (create 2 lots out of the 1 large lot).

On February 11, 2020, the Plan Commission approved a conditional use and variance application by Robert Heimerl to create a new lot from his 2.1 acre parcel located at 3820 N. 13th Street. The previously approved Certified Survey Map (CSM), Mr. Heimerl had each lot having its own driveway.

Mr. Heimerl states that the Town of Sheboygan had some concerns with constructing two (2) new driveways on this N. 13th Street cul-de-sac (N. 13th Street is Town of Sheboygan public right-of-way). The Town informed Mr. Heimerl they preferred to have just the one (1) existing driveway. Therefore, Mr. Heimerl has amended the CSM so that both lots will now share and use the existing driveway that presently accesses the street. Thus, the existing home Lot 2 will now cross new Lot 1 to share the driveway access at the street.

Therefore, the amended CSM now shows both lots sharing the one existing driveway access at N. 13th Street. An access easement will permit Lot 2 to cross Lot 1 to utilize this existing access drive. A draft driveway easement agreement is attached.

The applicant states:

- Newly created Lot 1 will be 46,570sf (1.1 acres). The new lot can accommodate a very nice home that could have a walkout basement if pushed north by the edge of the hill.

Both lots are also designed to provide Pigeon River frontage (access for kayaking, fishing, etc.).

- The lot sale price will be relatively high and with the river frontage it is likely that a high end home will be constructed with nice architecture.
- The 1,700sf house was constructed on the 2.1 acre parcel in 1950. The existing home is proposed to remain and be located on proposed Lot 2. Lot 2 is proposed to be 28,390sf (.65 acres).

STAFF COMMENTS:

The applicant is proposing to create a flag lot in order to maximize development of this large two (2) acre parcel into two (2) single-family lots with Pigeon River views.

The applicant is requesting the following variances:

- To have lot widths of 16.96 feet for Lots 1 and 2 – Minimum Lot width in the SR-3 zone is 70 feet and the minimum lot width at the street is 40 feet.

The lots may not meet the lot width of 70 feet and 40 feet at the cul-de-sac; however both of the proposed lots meet the minimum 70 foot width requirement as you get further away from the cul-de-sac and more to the middle of the proposed lots. The Plan Commission may approve lots with less than 40 feet at the street right-of-way line if the lots front on a cul-de-sac and have an area greater than 7,200sf. This is very similar to many of the cul-de-sac lots located in the City.

- To have a zero (0) foot paving setback – minimum paving setback is three (3) feet to the property line.

Applicant is providing a shared access easement so that new Lot 2 (the existing home) may access the existing driveway which now is located on the proposed Lot 1. Per discussion with the Town, the Town preferred to have just the one (1) existing driveway. Therefore, Mr. Heimerl has amended the CSM so that both lots will know share and use the existing driveway access at the street. Thus, the existing home lot, Lot 2, will now cross new lot 1 to share the driveway access at the street.

Staff' understands that the owner intends on marketing Lot 1 for single-family development but will not initially record the proposed CSM. If someone is interested in buying the property as it presently exists (one parcel), the property owner may consider such a sale.

ACTION REQUESTED:

Staff recommends approval of the conditional use, variance and CSM subject to the following conditions:

1. Applicant shall submit a Certified Survey Map (CSM) that meets the City of Sheboygan Subdivision Ordinance.
2. No building permits shall be issued until such time as the applicant can show City staff that the CSM has been officially recorded by Sheboygan County and the lots have been officially created.
3. No building permits shall be issued until such time as the applicant can show City staff that the access easement has been officially recorded by Sheboygan County.
4. If there are any amendments to the approved CSM, the applicant will be required to submit a new conditional use application reflecting those amendments.
5. Driveways shall be constructed as approved on the CSM.

ATTACHMENTS:

Conditional Use Permit Application and required attachments.

PARCEL NO. 719650
MAP NO. _____
ZONING CLASSIFICATION: SR-3

Office Use Only
APPLICATION/FILE NO. _____
REVIEW DATE: 1/28/20

FILING FEE: \$250.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN
APPLICATION FOR
CONDITIONAL USE PERMIT**
Requirements Per Section 15.905
Revised May 2012



Completed application is to be filed with the Department of City Development, 828 Center Avenue, Suite 104. To be placed on the agenda of the City Plan Commission, application must be filed two weeks prior to date of meeting. Applications will not be processed if all required attachments and filing fee of \$150 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Robert L. Heimerl

ADDRESS: 3820 N. 13th St. Sheboygan E-MAIL: rheimerl@abacusarchitects.net
PHONE: (902) 207-7030 FAX NO. ()

2. DESCRIPTION OF THE SUBJECT SITE/PROPOSED PROJECT

NAME OF PROPOSED/EXISTING BUSINESS: N/A

ADDRESS OF PROPERTY AFFECTED: 3820 N 13th St. Sheboygan, WI

LEGAL DESCRIPTION: Part of the NE 1/4 and SE 1/4 of the NE 1/4 of section 16, T.15N., R.23E., City of Sheboygan, Sheboygan County, Wisconsin

BRIEF DESCRIPTION OF EXISTING OPERATION OR USE: Single family home

DETAILED DESCRIPTION OF PROPOSED OPERATION OR USE INCLUDING ANY CHANGES TO THE EXISTING USE: Split 2.11 Acre site into 2 single family home sites

BRIEF DESCRIPTION OF ALL REQUESTED VARIANCES FROM PROVISIONS OF THE ZONING ORDINANCE, WHICH ARE RELATED TO THE PROPOSED OPERATION OR USE: Street frontage on a public street/road is below minimum which is typical on a cul de sac.

3. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

Written justification for the proposed conditional use, indicating reasons why the applicant believes the proposed conditional use is appropriate.

How is the proposed conditional use (independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Sheboygan Comprehensive Master Plan? The lot is currently big enough to split and allow for a new single family residence with spectacular views. The current house can remain in place with upgrades. I also keep hearing that we need more single family homes in Sheboygan County.

Does the conditional use, in its proposed location, result in any substantial or undue adverse impact on nearby property the character of the neighborhood, environment, traffic, parking, public improvements, public property or rights-of-way? The new single family home will not hinder the primary views of both neighboring houses. My home to the east has view to the N/NE. not west. The neighbor to the South has West views, not North. One block east of my property has a similar lot layout as I am proposing.

How does the proposed conditional use maintain the desired consistency of land uses in relation to the setting within which the property is located? Single family home site added to a single family neighborhood.

Is the proposed conditional use located in an area that will be adequately served by utilities, or services provided by public agencies? If not, please explain.
Yes

4. NAMES AND ADDRESS (Indicate N/A for "Not Applicable" items)

OWNER OF SITE: Robert L. Heimerl

ADDRESS: 3820 N. 13th St. Sheboygan E-MAIL: rheimerl@abacusarchitects.net

ARCHITECT: N/A

ADDRESS: _____ E-MAIL: _____

CONTRACTOR: N/A

ADDRESS: _____ E-MAIL: _____

5. CERTIFICATE

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

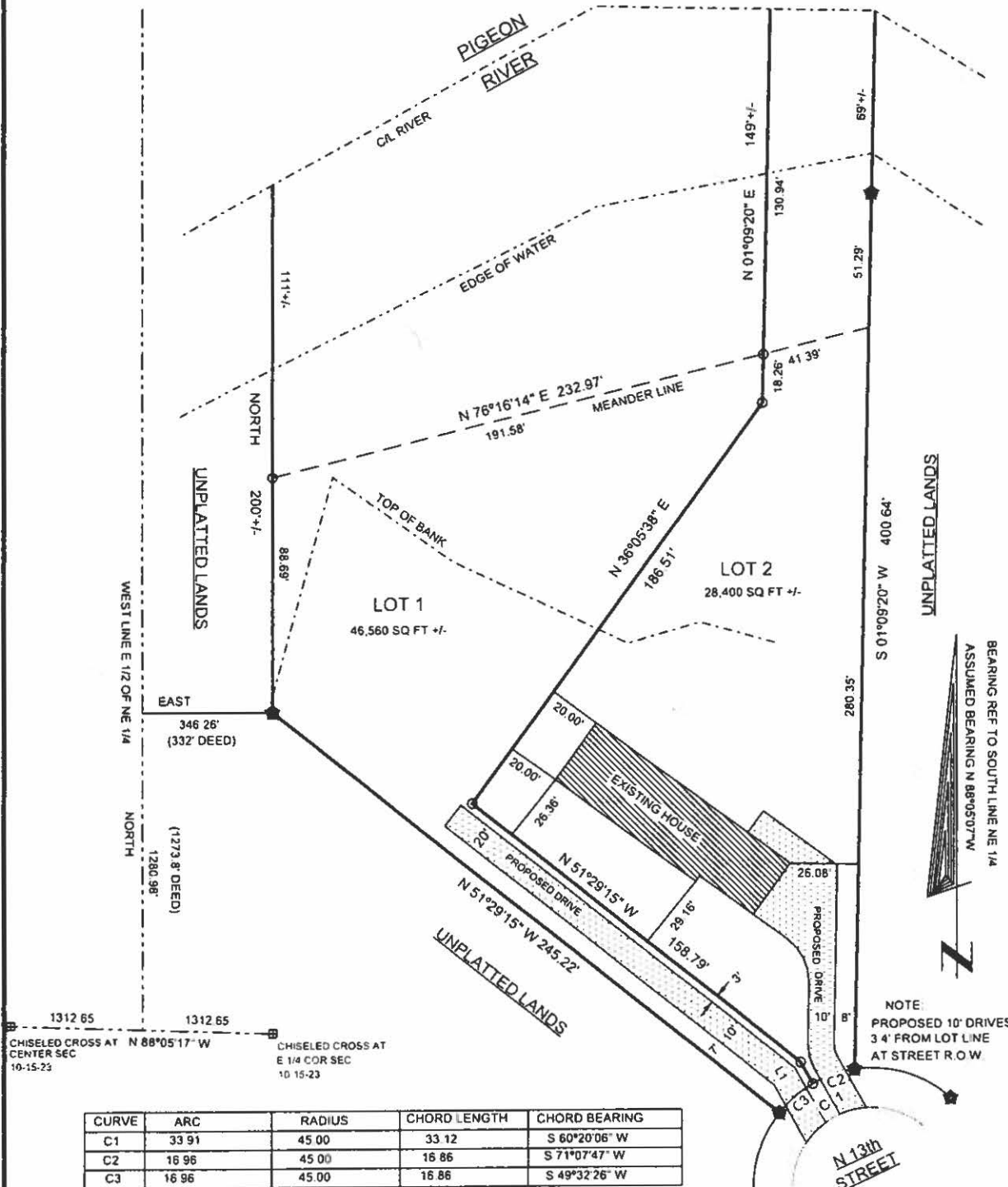

APPLICANT'S SIGNATURE

DATE

The current house at 3820 N 13th St. is a small (1700 SF) ranch home built in 1950 on a lot size of 2.11 acres. It is a single family home with 3 bedrooms and 2 bathrooms with a 2 car attached garage.

My goal was to build a new home on the new parcel and tear down the existing small ranch home. My plan has changed. This lot deserves a new home with amazing views. My home needs updating since I saw it as a tear down. If I sell the best part of my large lot, I can use the proceeds of the sale to upgrade my small home which is ideal for me now. No need to downsize now since I never built a new larger home. The shape of the lot is to maximize for the new lot while maintaining a good lot size for the existing lot. The design also provides river frontage and access to the cul de sac for both properties. We will move our garage door East so that we can completely separate driveways for both properties.

My original plan when buying the property was to build a new home on the point and tear down the existing home, but my plans have changed. Times have changed and big houses on big lots aren't as popular as smaller homes on smaller lots. I decided that a house could be built on the point and keep the current modestly sized ranch house and fix it up and keep it. The new lot can accommodate a much larger home than mine and it could have a walk out basement. To do this, the house could be pushed north over the edge of the hill. By pushing the house north, more of our neighbors view through our lot could remain. The lots are also designed to give water frontage on the Pigeon River. Each house could have access for kayaking, etc. This lot sale price will be relatively high and will likely get a home built on it that would be on the higher end of home values in our neighborhood too so the architecture will as good or an improvement compared to the homes in our neighborhood. With the sale of this lot, I can afford to make improvements to my home. Both homes will improve the values of the neighboring homes. With the improvements to my home, it will be worth +/- \$250,000 and the other home could be worth up to a million or more depending on the buyer.



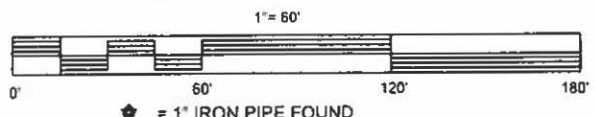
CHISELED CROSS AT N 88°05'17" W CENTER SEC 10-15-23
CHISELED CROSS AT E 1/4 COR SEC 10-15-23

| CURVE | ARC | RADIUS | CHORD LENGTH | CHORD BEARING |
|-------|-------|--------|--------------|---------------|
| C1 | 33.91 | 45.00 | 33.12 | S 60°20'06" W |
| C2 | 16.96 | 45.00 | 16.86 | S 71°07'47" W |
| C3 | 16.96 | 45.00 | 16.86 | S 49°32'26" W |

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 29°39'54" W | 9.30 |

WISCONSIN
DENNIS J. VAN SLUYS
S-1238
SURVEYOR

Dennis J. Van Sluys S-1238
dated this 17th day of December, 2019
Revised 1/24/20



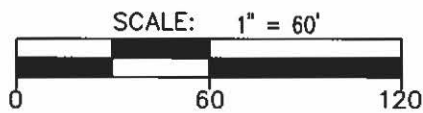
○ = 1"(OD)x 18" IRON PIPE WEIGHING 1.18 LBS/FT SET

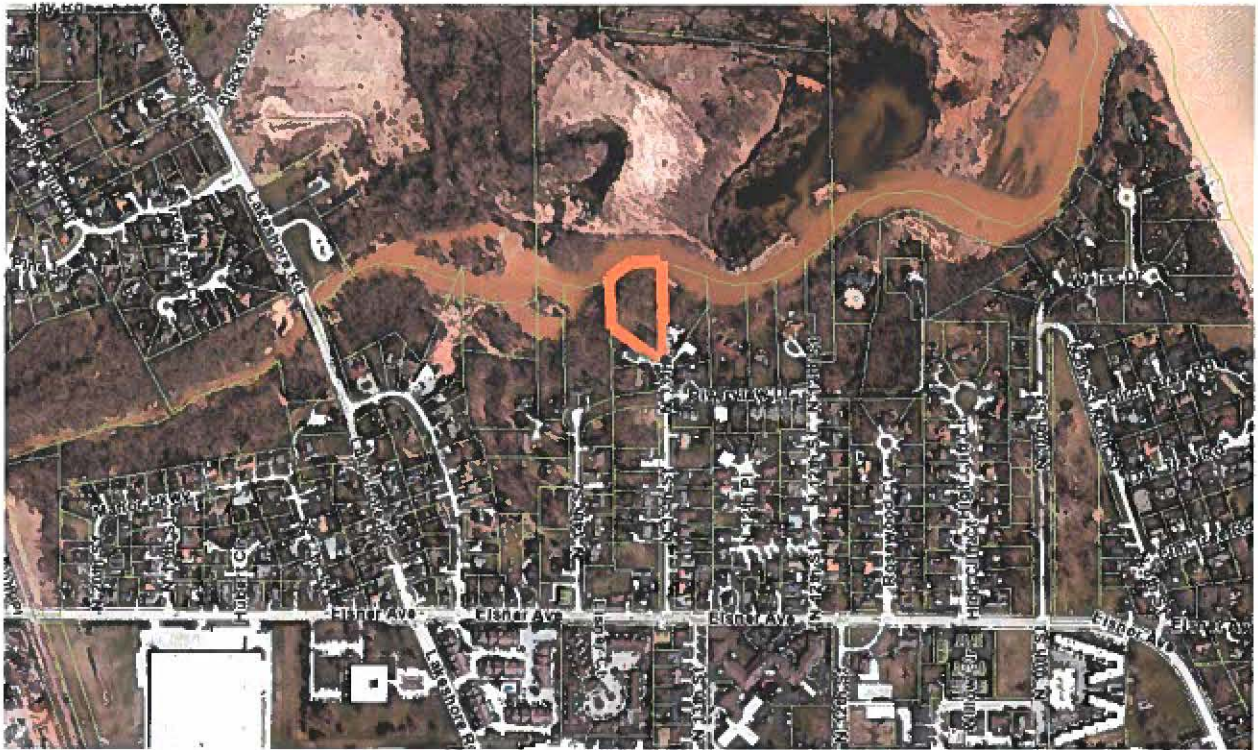
CERTIFIED SURVEY MAP
 STATE OF WISCONSIN)
 SHEBOYGAN COUNTY) SHEET 1 OF 2

PART OF THE NE 1/4 AND SE 1/4 OF
 THE NE 1/4 OF SECTION 16, T.15 N.,
 R.23 E., CITY OF SHEBOYGAN
 SHEBOYGAN COUNTY, WISCONSIN.



January 28, 2020
3820 N. 13th Street
 Sheboygan, WI



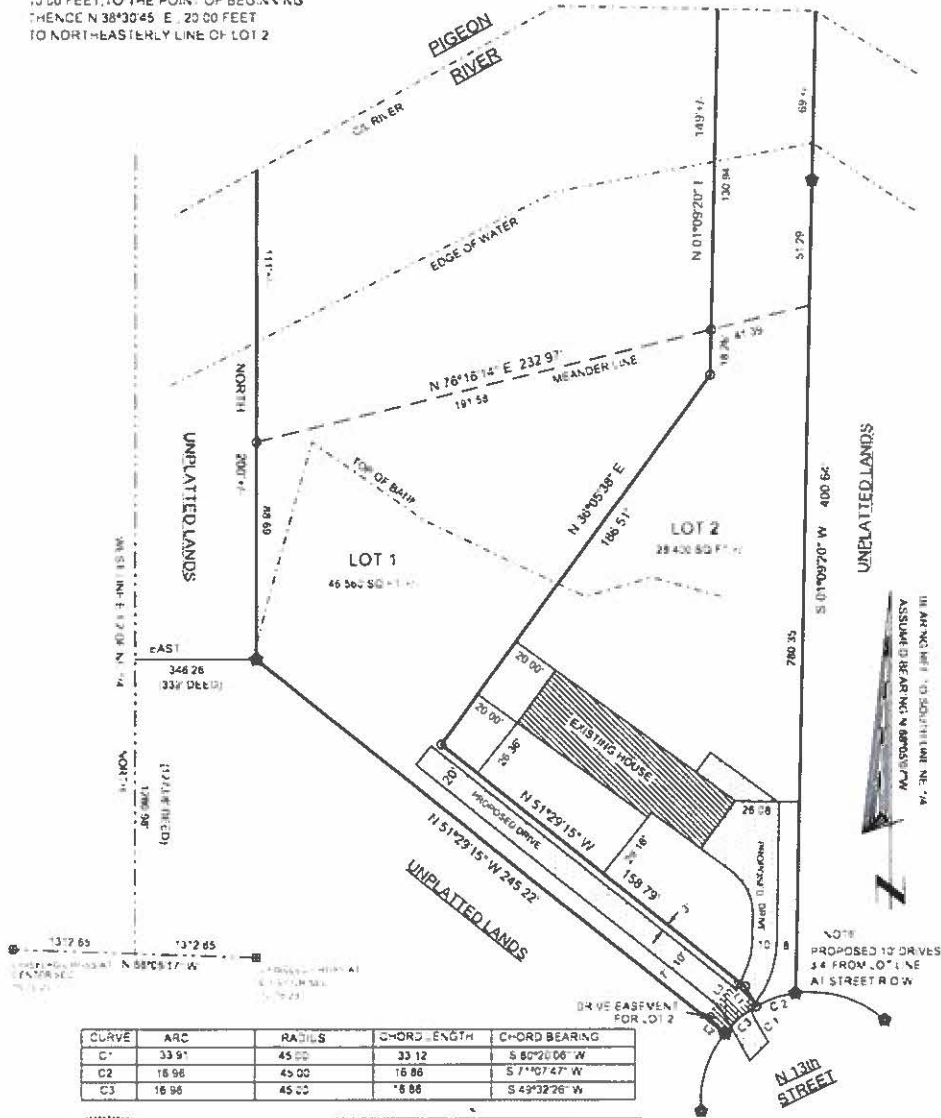


On Tuesday, February 11, 2020 I met with the City of Sheboygan regarding the parceling of my property at 3820 N 13th Street. This parceling was approved contingent upon the Town of Sheboygan's input. The proposed parceling showed 2 completely separate driveways for each of the resulting two properties.

I had an onsite meeting with Bill from the Town of Sheboygan to discuss the Town's concerns about my driveway design. The Town currently piles snow in the Right of Way (ROW) where the second driveway apron was proposed. Bill said he doesn't know where else the Town can have that snow piled. Bill said that if the cul de sac was constructed properly, he would not need to pile the snow at my ROW. Bill said he would recommend that we keep the existing driveway apron and share it between both properties. The CSM has been revised to reflect this revision. Bill stated that it is possible to reconstruct the cul de sac properly and at such a time, we could create the two separate driveway aprons. I chose to cooperate with Bill and the Town of Sheboygan and we cancelled our meeting with the Town of Sheboygan.

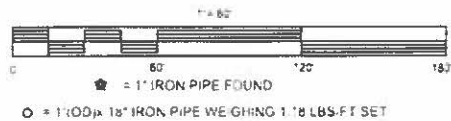
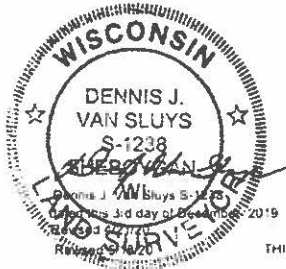
CERTIFIED SURVEY MAP
 STATE OF WISCONSIN)
 SHEBOYGAN COUNTY) SHEET 1 OF 2
 PART OF THE NE 1/4 AND SE 1/4 OF
 THE NE 1/4 OF SECTION 16, T 15 N,
 R 23 E., CITY OF SHEBOYGAN
 SHEBOYGAN COUNTY, WISCONSIN

INGRESS EGRESS EASEMENT FOR LOT 2 OVER LOT 1
 LYING SOUTHEASTERY OF A LINE
 DESCRIBED AS COMMENCING AT THE SOUTHEAST
 CORNER OF SAID LOT 1 THENCE N 51°29'15" W
 10.00 FEET, TO THE POINT OF BEGINNING
 THENCE N 38°30'45" E 20.00 FEET
 TO NORTHEASTLY LINE OF LOT 2



| CURVE | ARC | RADIUS | CHORD LENGTH | CHORD BEARING |
|-------|-------|--------|--------------|---------------|
| C1 | 33.91 | 45.00 | 33.12 | S 60°20'06" W |
| C2 | 16.96 | 45.00 | 16.86 | S 71°07'47" W |
| C3 | 16.96 | 45.00 | 16.86 | S 49°32'26" W |

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| 1 | N 28°38'54" W | 9.30 |
| 2 | N 51°29'15" W | 10.00 |
| 3 | N 38°30'45" E | 20.00 |



DRIVEWAY EASEMENT AGREEMENT

Document Number

Document Name

This Driveway Easement Agreement (the "Agreement") is made and entered into as of the ____ day of May, 2020 by Robert L. Heimerl and Kristi C. Heimerl, husband and wife ("Heimerl").

RECITALS

A. Heimerl is the current owner of the following adjoining parcels of land:

Lot One (1) of Certified Survey Map No. _____ recorded in the Sheboygan County Register of Deeds Office as Document No. _____ in the City of Sheboygan, Sheboygan County, Wisconsin. (hereinafter "Lot One")

And

Lot Two (2) of Certified Survey Map No. _____ recorded in the Sheboygan County Register of Deeds Office as Document No. _____, in the City of Sheboygan, Sheboygan County, Wisconsin. (hereinafter "Lot Two")

B. Heimerl wishes to create a driveway access easement over Lot One (the "Easement Area") to provide ingress to and egress from Lot Two. The Easement Area is described as follows:

Part of the NE ¼ and SE ¼ of the NE ¼ of Section 16, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin. Lying Southeasterly of a line described as commencing at the Southeast Corner of said Lot 1; thence N 51°29'15"W 10.00 feet to the point of beginning; thence N 38°30'45" E 20.00 feet to Northeasterly line of Lot 2

AGREEMENT

It is hereby agreed, in consideration of benefits and of the promises and agreements contained within this Agreement, as follows:

1. The Easement Area shall remain open to Lot Two to the extent necessary for and only for the purpose of providing and allowing non-exclusive access to and from Lot Two and may be used by the owner of Lot Two and the occupants and invitees of Lot Two, to the extent necessary for such access. No parking shall be allowed in the Easement Area. The owners of Lot One and Lot Two (collectively, the "Parties") covenant and agree that no building, structure or improvement will be erected on or in close proximity to the private drive so as to impact its use.

2. The Parties, their heirs, successors and assigns shall equally split all costs related to the improvement of and maintenance and repair of the Easement Area.

Recording Area

Name and Return Address

David Gass
Rohde Dales LLP
909 North 8th Street, Suite 100
Sheboygan, Wisconsin 53081

59281719650

Parcel Identification Number (PIN)

3. The owner of Lot One shall be responsible for all snow removal of the Easement Area and keeping the Easement Area open and clear of debris.

4. In the event of any damage to the Easement Area resulting from the direct act or the exercise of any rights by the Parties under this Agreement, the owner whose acts or exercise of rights caused the damage shall restore the Easement Area to the condition existing immediately prior to the damage.

5. The Parties agree to indemnify and hold the other harmless from and against any and all demands, liabilities, loss, costs, damages, claims, actions, causes of action, or expenses, including reasonable attorney's fees, of any kind or nature whatsoever, including injury to or death of any and all persons and any and all damage to property caused by, resulting from, arising out of, or in consequence of their acts or the exercise of rights under this Covenant.

6. All provisions of this Agreement including the benefits and burdens shall run with the land and are binding on and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties.

7. If any term or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

8. If a Party engages in any act in violation of any provisions of this Agreement, the other Party shall be entitled, in addition to such other remedies and damages that may be available to it by law or under this Agreement, to injunctive relief to enforce such provisions and to reimbursement for all costs and expenses incurred in enforcing this Agreement including, but not limited to, reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Robert L. Heimerl

Kristi C. Heimerl

STATE OF WISCONSIN)
)ss.
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2020, the above-named Robert L. Heimerl and Kristi C. Heimerl, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public _____ County, _____.
My Commission is permanent. (If not, state expiration date: _____)

This Document Drafted By:
David Gass
Rohde Dales LLP