ATTACHMENTS

City of Sheboygan
spirit on the lake.

March 3, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Randy Schwoerer to be considered for appointment to the Mayor's International Committee to fill the unexpired term of Susan Kirchner whose term expires 4/28/14.

MAYOR MIKE VANDERSTEEN

OFFICE OF MAYOR

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

920/ 459-3317
FAX 920/ 459-0256

City of Sheboygan
spirit on the lake.

14

March 3, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Sean Hurley to be considered for appointment to the Sustainable Sheboygan Task Force to fill the unexpired term of Josh Eldridge whose term expires 4/28/14.

MAYOR MIKE VANDERSTEEN

unexpired

confirm

OFFICE OF MAYOR

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

920/ 459-3317
FAX 920/ 459-0256

SEAN M. HURLEY
1313 S. 11th St. Apt 208
Sheboygan, WI. 53081
C: 952.250.3154
SMHurley@RocklineInd.com

EDUCATION:
Master's Certificate Project Management, University of Wisconsin, Madison – Ongoing, 4.0 GPA. BA Political Science - University of Massachusetts at Amherst – 1994, 3.01 GPA - Vice-President UMASS Crew - Student Senator - Resident Assistant.

EXPERIENCE:
September 2011 to Present – Wisconsin Sustainability Coordinator- Rockline Industries, Sheboygan, WI
Managed Rockline Wisconsin Recycling and Sustainability initiatives.

- Established recycling program for substrate scrap. Created processes, and assisted training of approximately 200 production associates.
- Responsible for training all new Associates in Sustainability 101.
- Compile monthly sustainability data for Wisconsin facilities.
- Established printer cartridge recycling program for 4 separate facilities.

April 2007 to September 2011- Production Supervisor- Sheboygan, WI
Provided guidance and direction to production teams that included 60 direct reports and 8 indirect reports. Responsible for developing teams in order to achieve or exceed Key Performance Measures in the areas of Health/ Safety, Quality, Productivity, and Cost.

- Consistently returned high production numbers and low quality and safety issues.
- Developed 360 Review Process for Rockline Wisconsin production facility.

October 2006 to December 2006 – Major, U.S. Marine Corps
Assistant Intelligence Officer, 29 Palms, California. Served as second in command for intelligence section of organization responsible for providing strategic level training and instruction during 30 day program for Marine units deploying to Iraq.

- Trained over 5,000 Marines in ten week period.
- Assisted in training and supervising 400 Marines, civilians, and Iraqi-Americans that served as role players.
- Provided numerous presentations to audiences of approximately 200-250 persons.
- Led working group to conduct quality control check on all products the section was responsible for disseminating.
- Provided numerous recommendations, many of which were immediately implemented, for streamlining critical processes and improving overall training program.

May 2005 to May 2006 – Civil Affairs Team Leader- Al Anbar Province, Iraq
Responsible for conduct of civil/ military affairs and subject matter expert on civil affairs for Marine units in western Al Anbar, Iraq.

- Managed numerous projects concurrently. A key to success in this position was my ability to develop relationships among the local populace in order to facilitate an atmosphere in which the Iraqi civilians and U.S. military worked together in re-building the infrastructure and governmental organizations of the region.
- Initiated then oversaw construction projects which totaled more than $3 million. Planned and led approximately 150 combat civil affairs missions.
- Developed innovative programs that improved relations between local civil and religious leadership.

OTHER: Secretary/ Treasurer Sheboygan Masonic Lodge #11. "The Dale Carnegie Course" Graduate . Volunteer for Junior Achievement of Wisconsin, Emergency Medical Responder. Enjoy golf, tennis, reading.

1.5

February 19, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Rebecca Clarke to be considered for appointment to the Sustainable Sheboygan Task Force to fill the unexpired term of Vickie Hall (Representative from Environmental Group) whose term expires on 4/28/14.

MICHAEL J. VANDERSTEEN, MAYOR

Lies over

1

confirm

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

REBECCA CLARKE – MAYWOOD ENVIRONMENTAL PARK NATURALIST

Maywood Park 3615 Mueller Road, Sheboygan, WI 53083 | 920-459-3906 | rebecca.clarke@sheboyganwi.gov

EDUCATION

University of Wisconsin-Stevens Point
M.S. Environmental Education/Interpretation **2004**
Thesis: "The Development, Implementation, and Evaluation of an Online Course for K-12 Teachers, Titled NRES743-Human Influences on Wisconsin Forests. Served as Teaching Assistant for "Nature Center Management" Class.

University of Wisconsin-Stevens Point
B.S. Natural Resource Management – Environmental Education/Interpretation **1996**
Minor – Biology/Wildlife

WORK EXPERIENCE

Maywood Environmental Park, Sheboygan, WI
Naturalist – Education Coordinator **2004-Present**
Oversee all public programming, including school tours, adult and family programs, and summer camps. Assist with public events, and work with various Maywood stakeholders to achieve programming goals.

Adjunct Instructor – Lakeshore Technical College "Introduction to Sustainability" **2013**
Developed syllabus, experiments, field trips, and general course structure, and administered all grades.

Graduate Assistant – LEAF Program – UW-Stevens Point **2002-2004**
Collaborated on program development, 2004 Wisconsin Association of Environmental Education Conference "The Year of Forestry", assisted in teacher trainings on Wisconsin forestry concepts, assisted with school forest program development.

Program Manager – Central Wisconsin Environmental Station – UW-Stevens Point **1998-2002**
Taught the College of Natural Resources environmental education practicum, oversaw program staff and graduate students, coordinated school programs and special events. Directed summer camp program.

MEMBERSHIPS/AFFLIATIONS

Wisconsin Association of Environmental Education (WAEE)
Past Chair/Lifetime Member **1993 – Present**
Board member from 1997-2006; board Chair 2007. Oversaw the Midwest Environmental Education Conference in 2007. Served on conference committee and membership committee. Lobbied Governor as WAEE Chair to reinstate the DPI Environmental Educational Consultant.

Sheboygan County Conservation Association
Affiliate **2004 – Currently**
Serve as Maywood affiliate, offer speaking engagements including key note speaker at their annual banquet. Offer joint programs together.

Sheboygan County Chamber
Ambassador **2010-2013**
Attended ribbon cuttings of new businesses, represented Maywood at Business After Hours events, wrote outdoors blog for Chamber website, and assisted with Chamber Golf Outing.
Participated in Chamber's LTC's Careers Day for local high school students.

I

Hearing _____ - 13 - 14. March 3, 2014.

Pursuant to a notice published by the City Clerk, a resolution will be acted upon this evening for the vacation and discontinuance of the remaining 40 feet of New York Ave. right-of-way from the west line of North Water Street to the east bank of the Sheboygan River described as follows:

> THE REMAINING 40 FEET OF NEW YORK AVENUE FROM THE WEST LINE OF NORTH WATER STREET TO EAST EDGE OF THE SHEBOYGAN RIVER BETWEEN BLOCKS 133 AND 149 OF THE ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN AND ADJACENT TO THE NORTH AND SOUTH 20 FEET OF SAID NEW YORK AVENUE PREVIOUSLY VACATED AND RECORDED IN VOLUME 118 PAGES 637 TO 639 IN THE SHEBOYGAN COUNTY REGISTER OF DEEDS OFFICE DATED JULY 14, 1910.

All interested parties will now be heard.

Publish - February 7, 14 and 21, 2014
(Classified)

WHEREAS, a resolution has been introduced for the vacation and discontinuance of the remaining 40 feet of New York Ave. right-of-way from the west line of North Water Street to the east bank of the Sheboygan River.

> THE REMAINING 40 FEET OF NEW YORK AVENUE FROM THE WEST LINE OF NORTH WATER STREET TO EAST EDGE OF THE SHEBOYGAN RIVER BETWEEN BLOCKS 133 AND 149 OF THE ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN AND ADJACENT TO THE NORTH AND SOUTH 20 FEET OF SAID NEW YORK AVENUE PREVIOUSLY VACATED AND RECORDED IN VOLUME 118 PAGES 637 TO 639 IN THE SHEBOYGAN COUNTY REGISTER OF DEEDS OFFICE DATED JULY 14, 1910.

WHEREAS, pursuant to Sec. 66.296(5) of the Wisconsin Statutes, a notice shall be published setting forth when said resolution will be acted upon.

NOTICE IS THEREFORE GIVEN

That said resolution will be acted upon at a regular meeting of the Common Council to be held in the Council Chambers at the City Hall in the City of Sheboygan, Wisconsin, on the 3rd of March, 2014, at 6:00 P.M.

SUSAN RICHARDS
City Clerk

Res. No. 110 - 13 - 14. By Alderperson Carlson. December 16, 2013.

A RESOLUTION vacating and discontinuing the remaining 40 feet of New York Avenue right-of-way from the west line of North Water Street to the east bank of the Sheboygan River.

WHEREAS, it is in the public interest that the Common Council vacate and discontinue the remaining 40 feet of New York Avenue right-of-way from the west line of North Water Street to the east bank of the Sheboygan River.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council, upon its own initiation, hereby declares that since the public interest requires it, the following described portion of New York Avenue is hereby vacated and discontinued:

> THE REMAINING 40 FEET OF NEW YORK AVENUE FROM THE WEST LINE OF NORTH WATER STREET TO EAST EDGE OF THE SHEBOYGAN RIVER BETWEEN BLOCKS 133 AND 149 OF THE ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN AND ADJACENT TO THE NORTH AND SOUTH 20 FEET OF SAID NEW YORK AVENUE PREVIOUSLY VACATED AND RECORDED IN VOLUME 118 PAGES 637 TO 639 IN THE SHEBOYGAN COUNTY REGISTER OF DEEDS OFFICE DATED JULY 14, 1910.

_____

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

February 7, 2014

Sheboygan Sheriff's Department
Civil Process
615 N. 6th St.
Sheboygan, WI 53081

Enclosed is one (1) letter giving notice of the vacation and discontinuance of remaining 40 feet of New York Ave. right-of-way from the west line of North Water Street to the east bank of the Sheboygan River.

This notice needs to be served on the following property owner on or before Friday, February 14, 2014.

Dean Arnsmeier
4622 N. 50th St.
Sheboygan, WI
(Sheboygan Outboard Club Board Member)

Thank you. If you have any questions, please call 459-3364.

Yours very truly,

SUSAN RICHARDS
City Clerk

SCR

Encs.

mailed to Sheriff
2-6-14.

February 14, 2014

Dear Property Owner:

Whereas, a resolution has been introduced for the vacation and discontinuance of the remaining 40 feet of New York Ave. right-of-way from the west line of North Water Street to the east bank of the Sheboygan River.

> THE REMAINING 40 FEET OF NEW YORK AVENUE FROM THE WEST LINE OF NORTH WATER STREET TO EAST EDGE OF THE SHEBOYGAN RIVER BETWEEN BLOCKS 133 AND 149 OF THE ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN AND ADJACENT TO THE NORTH AND SOUTH 20 FEET OF SAID NEW YORK AVENUE PREVIOUSLY VACATED AND RECORDED IN VOLUME 118 PAGES 637 TO 639 IN THE SHEBOYGAN COUNTY REGISTER OF DEEDS OFFICE DATED JULY 14, 1910.

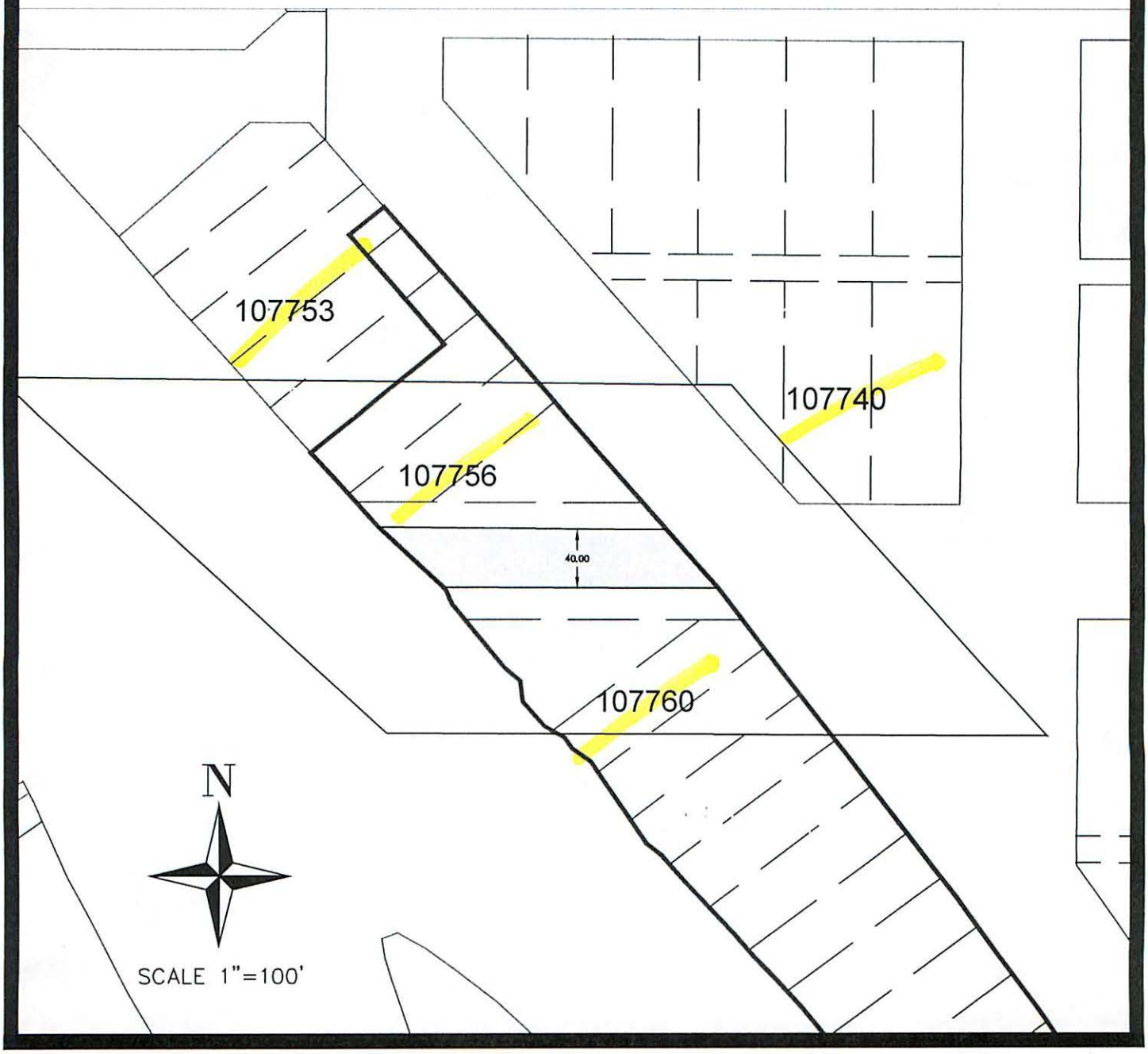
Notice is hereby given that said resolution will be heard and acted upon at a regular meeting of said Council to be held in the Council Chambers of the City Hall in the City of Sheboygan, Wisconsin, on the 3rd day of March, 2014, at 6:00 P.M.

Yours very truly,

SUSAN RICHARDS
City Clerk

NEW YORK AVENUE
RIGHT OF WAY VACATION

DESCRIPTION: THE REMAINING 40 FEET OF NEW YORK AVENUE FROM THE WEST LINE OF NORTH WATER STREET TO EAST EDGE OF THE THE SHEBOYGAN RIVER BETWEEN BLOCKS 133 AND 149 OF THE ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN AND ADJACENT TO THE NORTH AND SOUTH 20 FEET OF SAID NEW YORK AVENUE PREVIOUSLY VACATED AND RECORDED IN VOLUME 118 PAGES 637 TO 639 IN THE SHEBOYGAN COUNTY REISTERED OF DEEDS OFFICE DATED JULY 14, 1910.



NEW YORK AVE. RIGHT OF WAY VACATION
INTRODUCED ON ~~1-20-2014~~ 12-16-13

SHEB. OUTBOARD CLUB
PO BOX 82
SHEBOYGAN WI 53082-0082

CITY OF SHEBOYGAN
CAMPMARINA PARK
828 CENTER AVE
SHEBOYGAN WI

REDEVELOPMENT AUTHORITY
OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI

- sent copy to Chad P. - Planning

3

1 notice sent to Outboard Club

S.O.C.
Alan Ruge
1815 S. 19th St.
803-~~9244~~ disconnect

State of WISCONSIN
SHEBOYGAN COUNTY SHERIFFS DEPT
Civil Division
SHEBOYGAN, WI 53081

Process Number: 14-0441 Court Number:

I, TODD W PRIEBE, SHERIFF of SHEBOYGAN COUNTY SHERIFFS DEPT do hereby certify that I received the within and foregoing LETTER on 7th day of February, 2014, and that I served the same on:

DEAN M ARNSMEIER
4622 N 50TH ST
SHEBOYGAN, WI 53081
Served on: 12th day of February, 2014 at 20:35:00 by JORDAN, DWAIN
Served to: DEAN ARNSMEIER
4622 N 50TH ST
SHEBOYGAN, WI 53081

Returned on the 14th day of February, 2014

I also certify that I endorsed on the said copy the date of service, signed my name, and added my official title thereto.

Dated the 14th day of February, 2014

Fees:

Service:	60.00
Mileage:	0.00
Other :	00.00
Total :	60.00

TODD W PRIEBE, SHERIFF
SHEBOYGAN COUNTY SHERIFFS DEPT,
WISCONSIN

BY: Dwain Jordan #91 /ef
Authorized Representative
Civil Division

City of
Sheboygan
spirit on the lake.

February 14, 2014

Dear Property Owner:

Whereas, a resolution has been introduced for the vacation and discontinuance of the remaining 40 feet of New York Ave. right-of-way from the west line of North Water Street to the east bank of the Sheboygan River.

> THE REMAINING 40 FEET OF NEW YORK AVENUE FROM THE WEST LINE OF NORTH WATER STREET TO EAST EDGE OF THE SHEBOYGAN RIVER BETWEEN BLOCKS 133 AND 149 OF THE ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN AND ADJACENT TO THE NORTH AND SOUTH 20 FEET OF SAID NEW YORK AVENUE PREVIOUSLY VACATED AND RECORDED IN VOLUME 118 PAGES 637 TO 639 IN THE SHEBOYGAN COUNTY REGISTER OF DEEDS OFFICE DATED JULY 14, 1910.

Notice is hereby given that said resolution will be heard and acted upon at a regular meeting of said Council to be held in the Council Chambers of the City Hall in the City of Sheboygan, Wisconsin, on the 3rd day of March, 2014, at 6:00 P.M.

Yours very truly,

Susan Richards

SUSAN RICHARDS
City Clerk

CITY CLERK'S OFFICE

CITY HALL
SUITE 100
828 CENTER AVE.
SHEBOYGAN, WI
53081-4442

920/459-3361
FAX 920/459-2917

WEB: CI.SHEBOYGAN.WI.US

Dean Arnsmeier
4622 N. 50th St
Sheboygan, WI
(Sheboygan Outboard Club Bd member)

I

Hearing No. - 13 - 14. March 3, 2014.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from UR Urban Residential to Class SO Suburban Office Classification:

Property located at 1539 N. 33rd Place

Section 16, T15N, R23E.
Lot 1 of a C.S.M. recorded in Volume 11, Page 222 of Certified survey maps and Lot 5 of a C.S.M. recorded in Volume 11, Page 38 of Certified Survey Maps. Both being in the SE ¼ of the SW ¼ of Section 16, T15N, R23E in the City of Sheboygan, Sheboygan County, WI.

All interested persons will now be heard.

Publish - January 31 and February 7, 2014.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., February 17, 2014, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class UR Urban Residential to Class SO Suburban Office Classification:

Property located at 1539 N. 33rd Place

Section 16, T15N, R23E.
Lot 1 of a C.S.M. recorded in Volume 11, Page 222 of Certified survey maps and Lot 5 of a C.S.M. recorded in Volume 11, Page 38 of Certified Survey Maps. Both being in the SE ¼ of the SW ¼ of Section 16, T15N, R23E in the City of Sheboygan, Sheboygan County, WI.

CC mtg Feb 17th cancelled
re-running notice for March 3 CC mtg

SUSAN RICHARDS
City Clerk

February 7, 2014

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., February 17, 2014, in the Council Chambers of the City Hall. The purpose of the amendment is to change the Use District Classification of the following described property from Class UR Urban Residential to Class SO Suburban Office Classification:

Property located at 1539 N. 33rd Place

Section 16, T15N, R23E.
Lot 1 of a C.S.M. recorded in Volume 11, Page 222 of Certified survey maps and Lot 5 of a C.S.M. recorded in Volume 11, Page 38 of Certified Survey Maps. Both being in the SE ¼ of the SW ¼ of Section 16, T15N, R23E in the City of Sheboygan, Sheboygan County, WI.

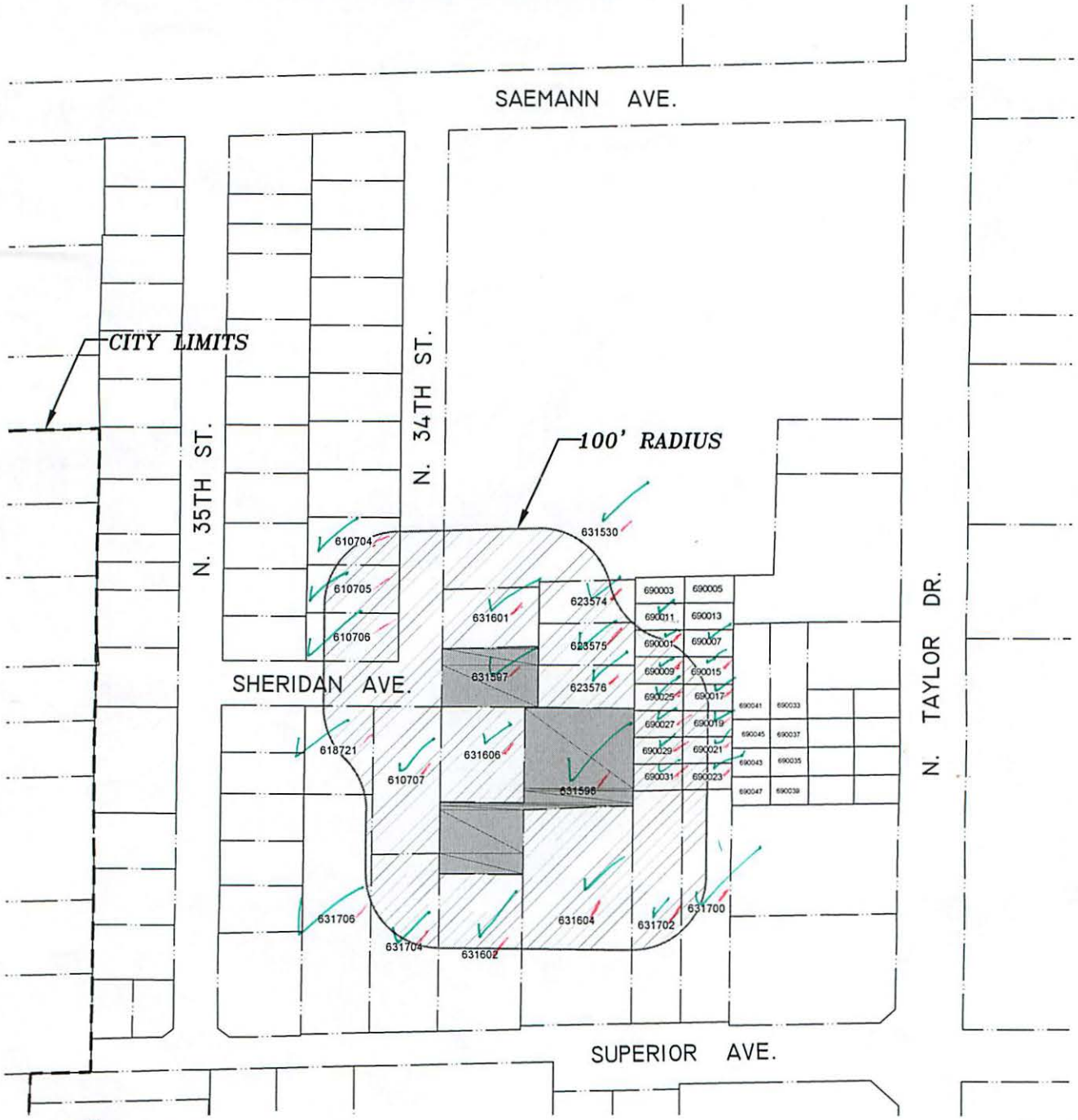
If you have questions, please direct your inquiries to the **Department of City Development at 459-3377**.

Yours very truly,

SUSAN RICHARDS
City Clerk

PROPOSED ZONING CHANGE
FROM UR TO SO
FOR AW REAL ESTATE LLC
SECTION 16, T. 15 N., R. 23 E.

LOT 1 OF A C.S.M. RECORDED IN VOLUME 11, PAGE 222 OF CERTIFIED SURVEY MAPS AND LOT 5 OF A C.S.M. RECORDED IN VOLUME 11, PAGE 38 OF CERTIFIED SURVEY MAPS. BOTH BEING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WI.



City of Sheboygan
spirit on the lake

0 200' 400'

Res107-20th

1539 N. 33rd Pl.
rezone
hearing set for
Feb 17th
publish
Jan 31st + Feb 7th.

KELLY, EDWARD CASEY
KELLY, ANNE E
1618 N. 34TH ST.
SHEBOYGAN WI 53081-1885

SENGLAUB, JANET L. TRSTE
JL SENGLAUB REV TR 5-96
1612 N. 34TH ST.
SHEBOYGAN WI 53081-1885

EISOLD, RANDALL T
3414 SHERIDAN AVE
SHEBOYGAN WI 53081-1875

KOEHLER, CHARLOTTE L.
3415 SHERIDAN AVE
SHEBOYGAN WI 53081-1876

KOEHLER, CHARLES J.
& KARA L.
3412 SUPERIOR AVE
SHEBOYGAN WI 53081-1862

DAYE, GARY D
3405 SHERIDAN AVE
SHEBOYGAN WI 53081-1876

PFLUM, MATTHEW & MELISSA
3404 SUPERIOR AVE
SHEBOYGAN WI 53081-1862

EBENEZER UNITED CHURCH
OF CHRIST
3215 SAEMANN AVE
SHEBOYGAN WI 53081-1838

RAMMER TRUST
RAMMER, IONE M
1607 N. 34TH ST.
SHEBOYGAN WI 53081-1886

AW REAL ESTATE LLC
837 RIVERFRONT DR
STE 300
SHEBOYGAN WI 53081-4670

JHA PROPERTIES LLC
633 ST CLAIR AVE
SHEBOYGAN WI 53081-3428

ENDOKING, LLC
10401 W LINCOLN AVE
WEST ALLIS WI 53227-1255

MUELLER, ALAN O
MUELLER, GAIL D
1605 N. 33RD PL.
SHEBOYGAN WI 53081-1827

JMS RENTALS, LTD
PO BOX 118
SHEBOYGAN FLS WI 53085-0118

MAZE, RAYMOND R III
1601 N. 33RD PL.
SHEBOYGAN WI 53081-1827

AW REAL ESTATE LLC
837 RIVERFRONT DR
STE 300
SHEBOYGAN WI 53081-4670

CHILD'S PLAY OF DEPERE,
INC
3304 SUPERIOR AVE
SHEBOYGAN WI 53081-1860

DARKOW, JAMES L
DARKOW, DIANE L
3234F W MEADOWS CT
SHEBOYGAN WI 53081-1836

RIEMERSMA, GEORGE S.
& HENDRIKA M.
3234E W MEADOWS CT
SHEBOYGAN WI 53081-1836

PASTOOR, DANIEL H.
& ESTHER T.
3234A W MEADOWS CT
SHEBOYGAN WI 53081-1836

BRATZ, ADELINE M
3233A W MEADOWS CT
SHEBOYGAN WI 53081-1835

BUTZEN, LYNDA M.
3233B W MEADOWS CT
SHEBOYGAN WI 53081-1835

TRESTER, DELORES E
3233C W MEADOWS CT
SHEBOYGAN WI 53081-1835

WILLADSEN, DEBRA J.
3233D W MEADOWS CT
SHEBOYGAN WI 53081-1835

CHILD'S PLAY OF DEPERE,
INC
3304 SUPERIOR AVE
SHEBOYGAN WI 53081-1860

HALVORSEN, JUDITH A.
3228D W MEADOWS CT
SHEBOYGAN WI 53081-1834

OTNOC LLC
1015 PRAIRIE RD
PLYMOUTH WI 53073-4393

NOVAK, WILLIAM J
NOVAK, KATHLEEN M
3227A W MEADOWS CT
SHEBOYGAN WI 53081-1833

ANDREWS, QUYNTIN D.
& BETTE A.
3227B W MEADOWS CT
SHEBOYGAN WI 53081-1833

KONGSLIEN, JAMES
3227C W MEADOWS CT
SHEBOYGAN WI 53081-1833

HUBERT, BERNICE E
3227D W MEADOWS CT
SHEBOYGAN WI 53081-1833

SUPERIOR 2, LLC
909 N. 8TH ST.
SHEBOYGAN WI 53081-4056

~~32~~
30

I

Hearing No. - 13 - 14. March 3, 2014.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class NR-6 Neighborhood Residential to Class UC-Urban Commercial Classification:

Property located at 1712 N. 17th St.

Section 15, T15N, R23E
All of Lots 2-5 and 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.

All interested persons will now be heard.

19-24

Publish - Jan~~uary~~ ~~31~~ and February ~~7~~, 2014.
(Classified)

March 3 NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., ~~February 1~~7, 2014, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class NR-6 Neighborhood Residential to Class UC - Urban Commercial Classification:

Property located at 1712 N. 17th St.

Section 15, T15N, R23E
All of Lots 2-5 and 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.

SUSAN RICHARDS
City Clerk

CC mtg Feb 17th cancelled re-running notice for March 3 CC mtg

February 19, 2014

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., March 3, 2014, in the Council Chambers of City Hall. The purpose of the amendment is to change the Use District Classification of the following described properties:

1712 N. 17th St. from Class NR-6 Neighborhood Residential to Class UC-Urban Commercial Classification

1704 N. 17th St. from Class NR-6 Neighborhood Residential to Class UC-Urban Commercial Classification

1714 Cambridge Ave. from Class UI Urban Industrial to Class UC Urban Commercial Classification

More particularly described as follows:

Section 15, T15N, R23E
All of Lots 2-5 and 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.

If you have questions, please direct your inquiries to the **Department of City Development at 459-3377**. Please note that you have received this letter previously, however the hearing was moved to March 3, 2014 and we have to resend the letter.

Yours very truly,

SUSAN RICHARDS
City Clerk

February 7, 2014

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., February 17, 2014, in the Council Chambers of the City Hall. The purpose of the amendment is to change the Use District Classification of the following described properties:

1712 N. 17th St. from Class NR-6 Neighborhood Residential to Class UC-Urban Commercial Classification

1704 N. 17th St. from Class NR-6 Neighborhood Residential to Class UC-Urban Commercial Classification

1714 Cambridge Ave. from Class UI Urban Industrial to Class UC Urban Commercial Classification

More particularly described as follows:

Section 15, T15N, R23E
All of Lots 2-5 and 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.

If you have questions, please direct your inquiries to the **Department of City Development at 459-3377**.

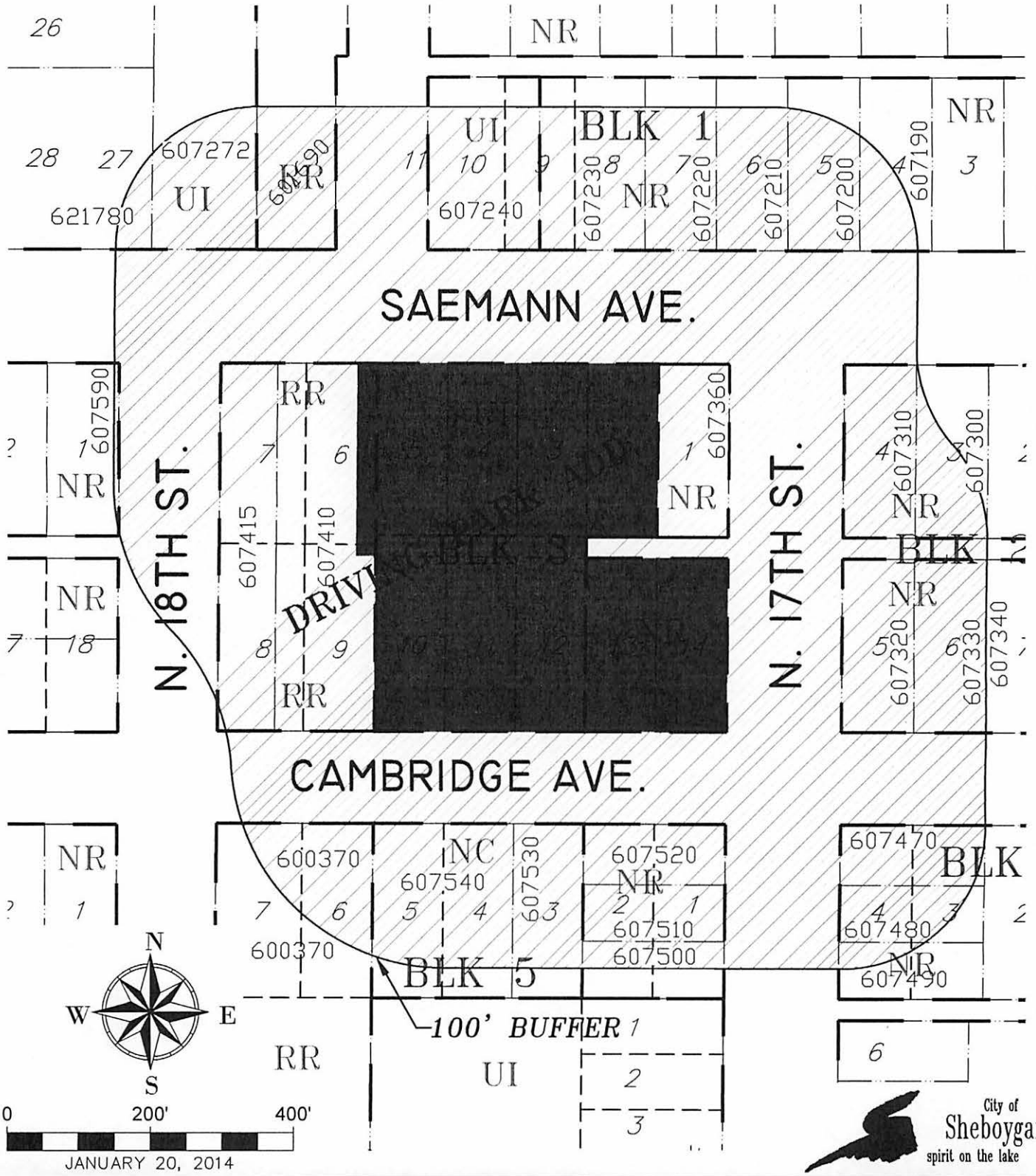
Yours very truly,

SUSAN RICHARDS
City Clerk

PROPOSED ZONING CHANGE
FROM UI & NR TO UC

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

All of Lots 2-5 & 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.



American Orthodontics
from UI + NR to UC
rezone

N. 17th / Cambridge Ave.
Introduced 1/20/14

AJ WHOLESALE PRODUCE INC
1804 SAEMANN AVE
SHEBOYGAN WI 53081-2344

QUASIUS BROS INC
1716 N. 16TH ST.
SHEBOYGAN WI 53081-2431

AMERICAN ORTHODONTICS INC
PO BOX 1048
SHEBOYGAN WI 53082-1048

GARSKI, BEATRICE
1712 SAEMANN AVE
SHEBOYGAN WI 53081-2341

BENNIN, HOWARD J
4329 NAJACHT RD
SHEBOYGAN WI 53083-2106

ELLINGER, CHAD
1642 SAEMANN AVE
SHEBOYGAN WI 53081-2463

NEU, MICHAEL J JR
1638 SAEMANN AVE
SHEBOYGAN WI 53081-2463

KAMMERZELT, DENNIS L
1634 SAEMANN AVE
SHEBOYGAN WI 53081-2463

GRUNEWALD, N FREDERICK
1236 AUDUBON RD
HOWARDS GROVE WI 53083-1417

UNION PACIFIC RR COMPANY
PROPERTY TAXES
1400 DOUGLAS ST
OMAHA NE 68179-1001

SPERRY, DIANE
1701 SAEMANN AVE
SHEBOYGAN WI 53081-2342

ARDELL, TRAVIS L
ARDELL, NICOLE M
4066 COUNTRY MEADOW DR
SHEBOYGAN WI 53083-2580

SCHREURS, JAY C.
& STACY A.
130 CRESTWOOD DR
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KARST, CATHERINE S
1634 CAMBRIDGE AVE
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MORAINE PROPERTIES INC
W3329 SUNSET RD
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HALLE, STEVEN D.
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SHEBOYGAN WI 53081-2338

SAUERMILCH, JOHN JR.
1717 CAMBRIDGE AVE
SHEBOYGAN WI 53081-2338

23

I

Hearing No. ____ - 13 - 14. March 3, 2014.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class NR-6 Neighborhood Residential to Class UC-Urban Commercial Classification:

Property located at 1704 N. 17th St.

Section 15, T15N, R23E
All of Lots 2-5 and 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.

All interested persons will now be heard.

19 & 24

Publish - Jan~~uary~~ ~~31~~ and February ~~7~~, 2014.
(Classified)

March 3

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., ~~February 17~~, 2014, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class NR-6 Neighborhood Residential to Class UC - Urban Commercial Classification:

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Section 15, T15N, R23E
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SUSAN RICHARDS
City Clerk

CC mtg Feb 17th cancelled re-running notice for March 3 CC mtg.

February 19, 2014

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., March 3, 2014, in the Council Chambers of City Hall. The purpose of the amendment is to change the Use District Classification of the following described properties:

1712 N. 17th St. from Class NR-6 Neighborhood Residential to Class UC-Urban Commercial Classification

1704 N. 17th St. from Class NR-6 Neighborhood Residential to Class UC-Urban Commercial Classification

1714 Cambridge Ave. from Class UI Urban Industrial to Class UC Urban Commercial Classification

More particularly described as follows:

Section 15, T15N, R23E
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If you have questions, please direct your inquiries to the **Department of City Development at 459-3377**. Please note that you have received this letter previously, however the hearing was moved to March 3, 2014 and we have to resend the letter.

Yours very truly,

SUSAN RICHARDS
City Clerk

February 7, 2014

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., February 17, 2014, in the Council Chambers of the City Hall. The purpose of the amendment is to change the Use District Classification of the following described properties:

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SUSAN RICHARDS
City Clerk

PROPOSED ZONING CHANGE
FROM UI & NR TO UC

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

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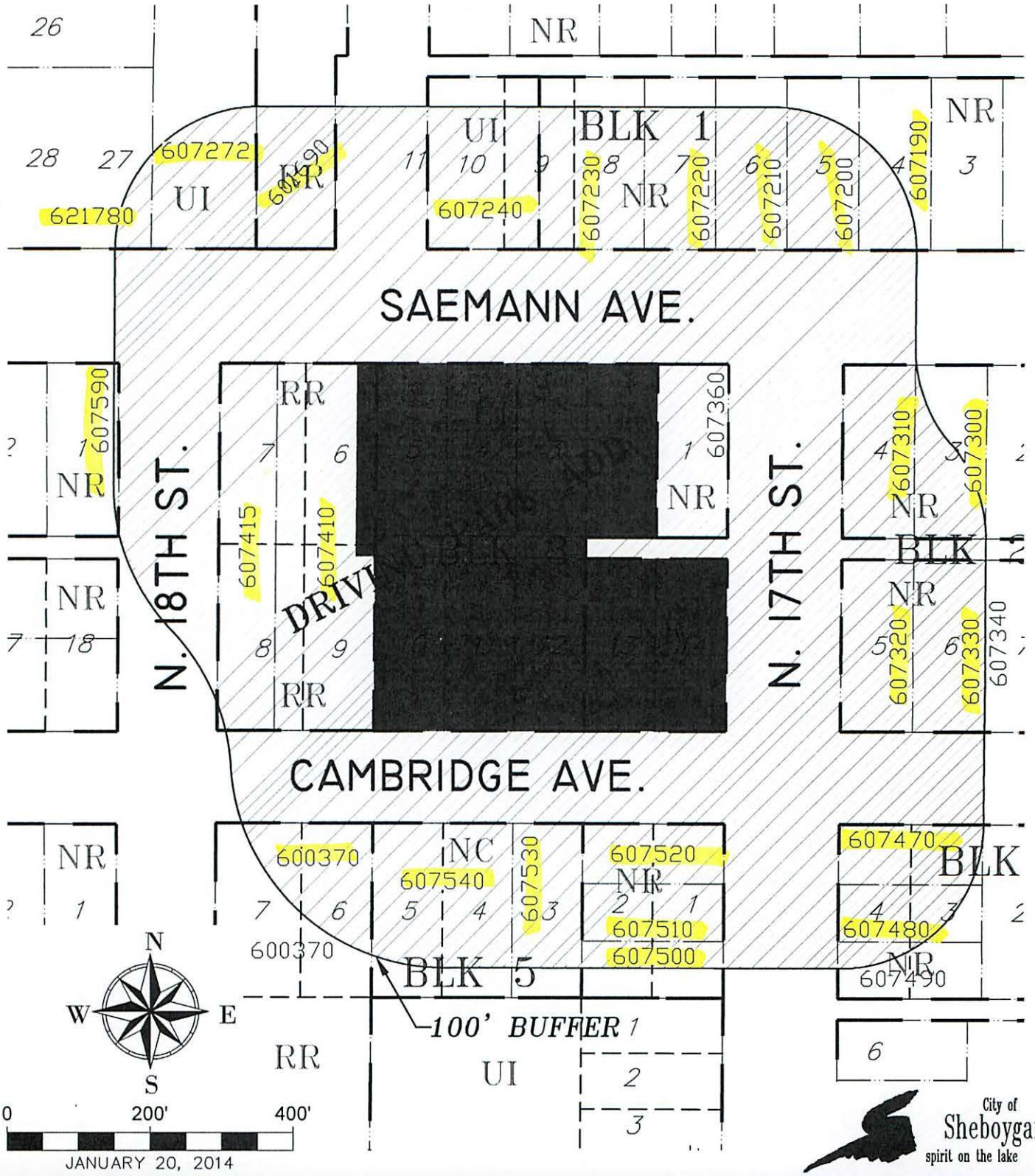

American Orthodontics
from UI + NR to UC
rezone

N. 17th / Cambridge Ave.
Introduced 1/20/14

AJ WHOLESALE PRODUCE INC
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SHEBOYGAN WI 53081-2344

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SHEBOYGAN WI 53081-2431

AMERICAN ORTHODONTICS INC
PO BOX 1048
SHEBOYGAN WI 53082-1048

GARSKI, BEATRICE
1712 SAEMANN AVE
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BENNIN, HOWARD J
4329 NAJACHT RD
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All interested persons will now be heard.

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Publish - January ~~31~~ and February ~~7~~, 2014.
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SHEBOYGAN ZONING ORDINANCE

March 3

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SUSAN RICHARDS
City Clerk

Council mtg Feb 17th cancelled - re-running notice for March 3rd CC mtg.

February 19, 2014

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SUSAN RICHARDS
City Clerk

February 7, 2014

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If you have questions, please direct your inquiries to the **Department of City Development at 459-3377**.

Yours very truly,

SUSAN RICHARDS
City Clerk

1st letter sent Feb 7th
for Feb. 17th CC mtg.
meeting cancelled due to weather
had to resend letter on Feb 19th for
March 3rd CC mtg.

PROPOSED ZONING CHANGE
FROM UI & NR TO UC

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

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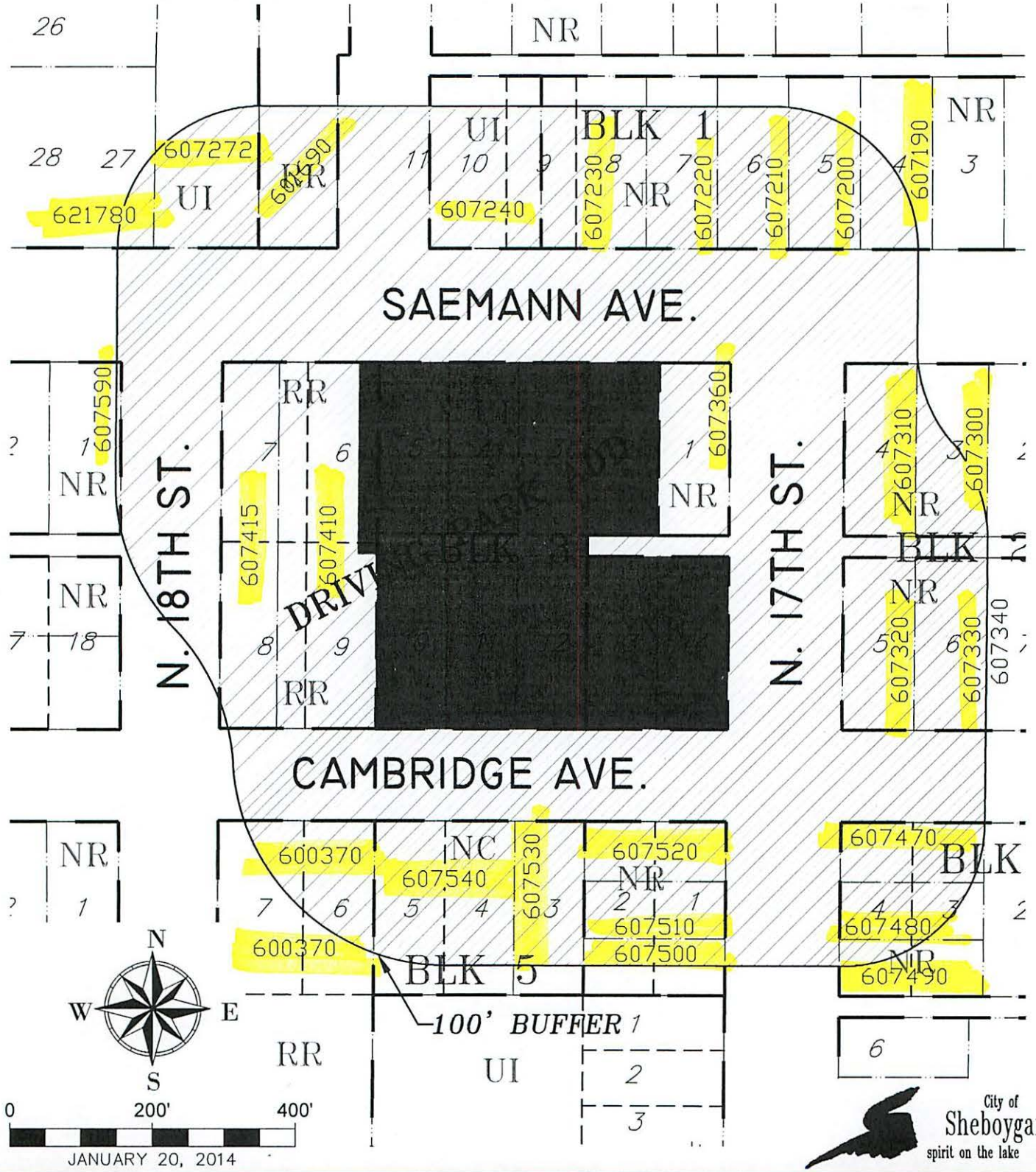

American Orthodontics
from UI + NR to UC
rezone

N. 17th / Cambridge Ave.
Introduced 1/20/14

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SHEBOYGAN WI 53081-2338

23

II

R. O. No. - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting various license applications.

Susan Richards
City Clerk

TEMPORARY CLASS "B" BEER LICENSE

No.	Name	Address
2261	Brennans Womens Softball	1101 Michigan Ave - one-day event to be held 4/26/14 to include current premise and parking lot to the West of Bldg.

II

R. O. No. _____ - 13 - 14. By BOARD OF ELECTRICAL EXAMINERS.
March 3, 2014.

Attached hereto we are submitting the following applications for electrical licenses:

APPLICATION #:	NAME AND ADDRESS:	TYPE OF LICENSE:
1488	Gregory A Clemens N6031 Highland Hills Dr Sheboygan Falls, WI 53085	Journeyman Line Technician Electrician
1489	Adam Wigner 5935 Margery Dr #203 Mt Pleasant, WI 53406	Journeyman Line Technician Electrician

Mark Sommer
Electrical/Heating Inspector

II

R. O. No. _____ - 13 - 14. By BOARD OF CONTRACTORS EXAMINERS.
March 3, 2014.

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

2493	Jeffrey Rosek 1032 S 24th Street Sheboygan, WI 53081	Carpenter Contractor
2494	Donald Schumacher 1017 Dillingham Avenue Sheboygan, WI 53081	Carpenter Contractor
2067	Peter Kraus 510 Belitz Drive Kiel, WI 53042	Carpenter Contractor

Building/Heating Inspector

II

R. O. No. _____ - 13 - 14. By TRANSIT COMMISSION. March 3, 2014.

Your Commission met and discussed R. O. No. 245-13-14 by the City Clerk submitting a communication from George Longo requesting that Bus Route #5 return to its previous scheduled route; recommends that the document be placed on file.

_____
Director of Parking and Transit

II

Other Matters

10.10

R. O. No. 245- 13 - 14. By CITY CLERK. January 20, 2014.

Submitting a communication from George Longo requesting that Bus Route #5 return back to its previous scheduled route.

Susan Richards
City Clerk

Transit
File

To: City Clerk

From: George P. Longo

Subject : Rerouting of Bus #5

January 19, 2014

This correspondence is a request to have Bus Route # 5 returned back to its previously scheduled route.

We have resided in our home for 32 years and only recently has the bus passed our home at 2216 North Third Street. We, as well as our neighbors, are requesting that this route not be continued on North Third St.

There are a number of reasons why this request is being made and that your thoughtful consideration will be appreciated.

First of all, this is a snow emergency route and has heavy traffic because of it. This is a boulevard street from North Ave. through Third St. to Park Ave. just past Vollrath Bowl Park. This makes the road somewhat narrower especially in the winter months when snow banks extend into the street.

If there are cars or trucks parked on Third St., it makes for narrow passage for other vehicles especially buses, trucks, and emergency vehicles. This is a safety concern.

Several years ago Third Street was repaved with curbs, gutters ,and black top. This is an assessed cost to the property owners on this street even though it is a public street and used by everyone. A concern was raised by the residents at that time about the heavy traffic and wear and tear on the street because of heavy vehicles. It is recognized that police, fire and safety vehicles, sanitary trucks, and snow plows are necessary. Why do we need to add large busses? There are no bus stops between Memorial Hospital and Cole Park just before Superior Ave. and the ridership is very sparse.

It has been pointed out to me that the added bus traffic sometimes makes it more difficult for residents to pull into or back out of their driveway especially in the winter months.

Added traffic created by buses is also a safety factor for children who cross the street from the Sheboygan Christian Elementary School as they go to Vollrath Park for school activities or for physical education. There are also children playing in their yards on this street.

Added to this traffic is the large number of citizens that are now biking. In fact physical education classes from the Urban Middle School have a bicycle unit and large numbers of children are using the route from Urban , east on North Ave, south on Third Street , past Vollrath Park, east on Park Ave to Broughton Dr. and then return to Urban via Third St.

Again, Your thoughtful consideration on this matter would be greatly appreciated.

George P. Longo

2216 North Third Street

Sheboygan, Wi 53083

(920) 452-1863

II

3.5

R. O. No. 286- 13 - 14. By CITY PLAN COMMISSION. March 3, 2014.

Your Commission to whom was referred Res. No. 139-13-14 by Alderperson Hammond authorizing the purchase of 730 S. 8th Street (Former Tri-Par property, Parcel No. 59281109810) for the purpose of adding to the adjacent City of Sheboygan owned development sites; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 25, 2014, and after due consideration, recommends approval of the Resolution.

Hammond | Boland
Arc + File
Res pass

Director of Planning and Development

III

5.5

Res. No. 139 - 13 - 14. By Alderperson Hammond. February 19, 2014.

A RESOLUTION authorizing the purchase of 730 S. 8th Street (Former Tri-Par property, Parcel No. 59281109810) for the purpose of adding to the adjacent City of Sheboygan owned development sites.

WHEREAS, the property is the former Tri-Par property and is currently vacant land;

WHEREAS, as part of the Harbor Centre Master Plan and the upcoming Business Improvement District Master Plan, this area is identified as a critical connection area between the South Pier/Riverfront District and the Downtown District;

WHEREAS, the City of Sheboygan has received an accepted offer in the amount of $35,000 plus payment of 2013 taxes ($1,483.22) to be reimbursed to seller at closing;

RESOLVED, that the Common Council authorizes the Mayor and City Clerk to sign all appropriate conveyance documents for 730 S. 8th Street (Parcel No. 59281109810) to purchase the property.

BE IT FURTHER RESOLVED, that the Finance Director/Treasurer is hereby authorized to draw on Account Number 10161100-611100, in payment of same.

City Plan approve

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 3rd day of March, 2014.

Dated March 5 2014. Susan Richards City Clerk

Approved March 5 2014. Michael Vandersteen Mayor

Proceedings Published March 9, 2014.
Resolutions Published March 9, 2014.
Certified March 7, 2014 to City Dev.; Atty.; Fin. Dir./Treas.; Dep. Fin. Dir./Treas.; Eng.; Assessor

WB-13 VACANT LAND OFFER TO PURCHASE

ATTORNEY ~~LICENSEE~~ DRAFTING THIS OFFER ~~ON~~ _____ ~~(DATE)~~ IS (AGENT OF BUYER) ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE~~

GENERAL PROVISIONS The Buyer, City of Sheboygan, Wisconsin, offers to purchase the Property known as (Street Address) former Tri-Par site on South 8th Street (Tax Parcel No. 59281109810) in the City of Sheboygan, County of Sheboygan, Wisconsin (insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

■ PURCHASE PRICE: Thirty-five Thousand and 00/100 Dollars ($ 35,000.00 $1500).

Skt ■ ~~EARNEST MONEY of $ Ø accompanies this Offer and earnest money of $~~
Skt ~~will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or~~

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

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items: None.

■ NOT INCLUDED IN PURCHASE PRICE: None.

CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

■ ZONING: Seller represents that the Property is zoned: _____.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before January 13, 2014. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 40 or 41.

Seller's recipient for delivery (optional): Steve Grall, 100 East Green Bay Avenue, Sauksville, WI 53080

Buyer's recipient for delivery (optional): Stephen G. McLean, City Atty., 828 Center Ave., Suite 304, Sheboygan, WI 53081-4442

☐ ~~(2) Fax: fax transmission of the document or written notice to the following telephone number:~~
~~Seller: ( ) _____ Buyer: ( ) _____~~

☐ ~~(3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.~~

☑ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: 100 East Green Bay Avenue, Sauksville, WI 53080

Delivery address for Buyer: 828 Center Ave., Suite 304, Sheboygan, WI 53081-4442

☐ ~~(5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below, at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.~~

E-Mail address ~~for Seller (optional):~~ _____

~~E-Mail address for Buyer (optional):~~ _____

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than February 13, 2014 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: ~~real estate taxes,~~ rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

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

~~Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:~~

☐ The net general real estate taxes for the preceding year, or the current year ~~if available~~ (Net general real estate taxes are defined as general property taxes after state tax credits ~~and lottery credits~~ are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ Current assessment ~~times current~~ mill rate (current means as of the date of closing)

☐ Sale ~~price, multiplied~~ by the municipality area-wide percent of fair market value used by the assessor in the prior ~~year, or current year if known, multiplied by current mill rate (current means as of the date of closing).~~

☑ See lines 458-460 below for treatment of 2013 & 2014 real estate taxes.

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

~~☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on~~ the actual tax bill for the year of closing, with Buyer and Seller each owing his or her ~~pro-rata share. Buyer~~ shall, within 5 days of receipt, forward a copy of the bill to the ~~forwarding address~~ Seller agrees to provide at closing. The Parties shall re-prorate within 30 days ~~of Buyer's receipt~~ of the actual tax bill. Buyer and Seller agree this is a post-closing obligation ~~and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.~~

LEASED PROPERTY ~~If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are~~ Seller represents that the property is not leased.

_____. ~~Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.~~

☑ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/.

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH: Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING: Seller shall maintain the Property until the earlier of closing or 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 closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly 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 such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

DEFINITIONS:

- ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
- CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
b. Government agency or court order requiring repair, alteration or correction of any existing condition.
c. Land division or subdivision for which required state or local approvals were not obtained.
d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

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

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

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

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

■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer 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 and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

245 DEFINITIONS CONTINUED FROM PAGE 3
246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
256 q. Lack of legal vehicular access to the Property from public roads.
257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
271 aa. Existing or abandoned manure storage facilities on the Property.
272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
279 ■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
287 ■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
290 ■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
296 ■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.
297 PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

☐ ~~PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of:~~

~~{insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home}.~~ The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, ~~within~~ prior to closing ~~days of acceptance~~, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

☐ ZONING CLASSIFICATION CONFIRMATION: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

☑ SUBSOILS: This offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's) STRIKE ONE ("Buyer's" if neither is stricken)~~ expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

☐ PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

☑ EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ STRIKE ONE ~~("Buyer's" if neither is stricken)~~ expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

☐ ~~APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if~~ neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____.

☐ UTILITIES: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity _____; ☐ gas _____; ☐ sewer _____; ☐ water _____; ☐ telephone _____; ☐ cable _____; ☐ other _____.

☐ ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ CHECK ALL THAT APPLY, and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at lines 306-308.

☐ MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. ~~Upon delivery of Buyer's notice, this Offer shall be null and void.~~

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

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

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

■ DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into 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 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 deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this 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 (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

~~SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery~~ of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not ~~obligated to give~~ Buyer notice prior to any deadline, nor is any particular secondary buyer given the ~~right to be made~~ primary ahead of other secondary buyers. Buyer may declare this Offer null and void ~~by delivering written~~ notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is ~~primary. Buyer may~~ not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All ~~other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.~~

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) ~~earnest money payment(s)~~; (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: None.

If "Time is of the Essence" 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 apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except:** municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and None

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

ADDITIONAL PROVISIONS/CONTINGENCIES Seller shall timely pay the 2013 net real estate tax bill, but Buyer shall be responsible to reimburse Seller for 2013 real estate taxes paid at closing and to be responsible for the 2014 real estate taxes on the subject property with no proration. Also see rider attached.

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. 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 or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose 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 contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

503 [ ] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
512 **well as any follow-up inspection(s).**
513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.
518 ■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 [ ] **ADDENDA:** The attached _____ is/are made part of this Offer.

526 ADDITIONAL PROVISIONS/CONTINGENCIES _____
527 _____
528 SEE ATTACHED ADDITIONAL PROVISIONS/CONTINGENCIES.
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Stephen G. McLean, City Attorney
536 _____ on December , 2013 .

537 (x) _____
538 Buyer's Signature▲ Print Name Here▶ Date▲

539 (x) _____
540 Buyer's Signature▲ Print Name Here▶ Date▲

541 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 _____ Broker (by) _____

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

546 (x) STEVEN GALL POA 1/6/14
547 Seller's Signature▲ Print Name Here▶ Date▲

548 (x) _____
549 Seller's Signature▲ Print Name Here▶ Date▲

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
553 Seller Initials▲ Date▲ Seller Initials▲ Date▲

503 [ ] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
512 **well as any follow-up inspection(s).**
513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.
518 ■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 [ ] **ADDENDA:** The attached _____ is/are made part of this Offer.

526 ADDITIONAL PROVISIONS/CONTINGENCIES _____
527 _____
528 SEE ATTACHED ADDITIONAL PROVISIONS/CONTINGENCIES.
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Stephen G. McLean, City Attorney
536 _____ on December , 2013

537 (x) Michael Van Deusen MICHAEL VANDERSTEEN 2-13-14
538 Buyer's Signature ▲ Print Name Here ▶ Date ▲

539 (x) Susan Richards SUSAN RICHARDS 2-13-14
540 Buyer's Signature ▲ Print Name Here ▶ Date ▲

541 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 _____ Broker (by) _____

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

546 (x) Steven Gall STEVEN GALL, POA 1/6/14
547 Seller's Signature ▲ Print Name Here ▶ Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ▶ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

RIDER TO WB-15 COMMERCIAL OFFER TO PURCHASE

The following terms and conditions are made a part of the attached WB-15 Commercial Offer to Purchase (the "Offer") for the Property defined on lines 5 and 6 of the 108-13 Vacant Land Offer to Purchase, by and between the CITY OF SHEBOYGAN ("Buyer") and ROBERT F. GALL (the "Seller"). In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the remaining portions of the Offer executed simultaneously with this Rider, the terms and conditions of this Rider shall govern. The last date upon which this Offer has been executed, accepted and delivered by both Buyer and Seller shall be deemed the "Acceptance Date."

1. Environmental. The Property is a Wisconsin Department of Natural Resources ("WDNR") Closed LUST site: BRRTS #03-60-00243 (http://dnr.wi.gov/botw/GetActivityDetail.do?adn=0360002243&siteId=2208700&crumb=1&search=b). Buyer is aware of the environmental remedial work that has historically been performed on the subject property and complete access is available to the WDNR file regarding the site investigation and remedial activities historically performed on this Property and the case closure issued by the WDNR. The City accepts the Property "as is." Buyer, at Buyer's expense, may obtain a Phase I Environmental Site Assessment of the Property, by a qualified environmental professional of Buyer's choice indicating if there are any environmental concerns, including but not limited to any dangerous, hazardous or toxic materials, substances or conditions on, at, over, in, or from the Property, or the breach of any environmental warranties or representations. Seller agrees to provide Buyer, and its agents, with full access to the Property including without limitation the right to take soil and groundwater samples, and shall diligently respond to requests for information made by the environmental professional. If the Phase I Environmental Site Assessment discloses environmental concerns or if Buyer has continuing concerns regarding the environmental condition of the Property, then Buyer shall have the right to obtain a Phase II Environmental Site Assessment. Buyer's review and inspection of the environmental condition of the Property shall include without limitation the environmental site assessments described above, along with storm water drainage, habitat, wetlands, and sanitary sewer assessments and other studies on the Property. In the event any of the reports indicate environmental concerns which are unacceptable to Buyer in its sole discretion, then Buyer, at its option, may give Seller written notice of the termination of this agreement within 30 days of the date of this agreement, in which case the Offer shall be null and void.

2. Transfer Return. Buyer and Seller shall execute and deliver a Wisconsin Real Estate Transfer Return. Seller shall be obligated to pay any transfer tax.

3. Buyer's Inspection of Property. Seller shall permit Buyer and Buyer's agents, representatives and consultants of Buyer ("Buyer's Designated Parties") access to and entry upon the Property during normal business hours, and upon reasonable advance notice to Seller, to examine, inspect and test the Property for any reasonable purpose. Such testing shall be at Buyer's sole risk and sole cost, and shall be conducted in the presence of Seller or Seller's agents. Notwithstanding anything to the contrary herein, Buyer or Buyer's Designated Parties may conduct invasive inquiries, investigation or testing of the Property as expressly approved in writing by Seller, which approval shall be subject to Seller's sole and absolute discretion. Buyer shall indemnify, defend and hold Seller harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees, costs and court expenses) sustained by Seller for physical damage to the Property or personal injury on the Property resulting from the activities of Buyer under this provision and shall promptly repair any damage to the Property resulting from Buyer's activities and shall return the Property to substantially the same condition as existed prior to the conducting of such activities, normal wear and tear excepted. Buyer's indemnification shall survive the closing of this transaction or the termination of this Offer for a period of one (1) year. In addition, Buyer shall provide Seller with evidence of insurance coverage reasonably acceptable to Seller protecting Seller from any claim for injury to or death of persons or damage to the Property which may result from Buyer's or its agents' or consultants' activities pursuant to this provision.

4. Brokers. Buyer and Seller represent and warrant to each other that they have not dealt with any real estate brokers or agents in connection with the transaction contemplated hereunder. Seller will be responsible for any commissions or fees owed to a Broker. Buyer and Seller indemnify and hold each other harmless from and against any and all liability and cost which Buyer or Seller may suffer in connection with any other real estate brokers or agents claiming by, through or under the indemnifying party seeking any commission, fee or payment in connection with this Offer.

5. Mutual Binding Contract. It is the intent of Buyer and Seller that this Offer be binding on all parties and not illusory. Thus, wherever this Offer grants Buyer or Seller discretion, which might otherwise make this Offer illusory, the party exercising its discretion must act reasonably according to commercial standards. As further evidence of the binding nature of this Offer, Buyer and Seller agree that notwithstanding anything to the contrary contained herein, Three Hundred Dollars ($300.00) of the Earnest Money Payment shall be nonrefundable in all instances and shall be the property of Seller as consideration for entering into this Offer.

6. Binding on Successors. The rights and obligations of the parties hereto shall inure to the benefit of and be binding upon their personal representatives, heirs, successors and assigns.

7. Seller's and Buyer's Remedy. Except as otherwise provided herein below, if Buyer defaults under this Offer and fails to cure such default within ten (10) days after Seller gives Buyer written notice of the default Seller agrees that Seller's sole remedy at law or in equity shall be to retain the Earnest Money Payment and accrued interest, if any, as liquidated damages. Seller shall have no right to any other remedies at law or in equity, including the right to specific performance. Except as otherwise provided herein below, if Seller defaults under the Offer and fails to cure such default within ten (10) days after Buyer gives Seller written notice of the default, Buyer as its sole and exclusive remedies may either (i) terminate this Offer, in which event the Earnest Money Payment and all accrued interest thereon shall be immediately returned to Buyer or (ii) Buyer may enforce specific performance of Seller's obligations hereunder. Notwithstanding the foregoing, however, in the event that either Buyer or Seller is in default in the consummation of the closing of this transaction on the closing date, such default shall not be subject to cure or require that the other party provide written notice of such default to the defaulting party.

8. Closing. The closing of this transaction shall occur on a date selected by Buyer which date shall not be later than February 13, 2014.

9. Encumbrances. After the Acceptance Date, Seller agrees that it will not, without the prior written approval of Buyer, enter into any leases, easements or any other agreements affecting the Property.

10. Maintenance of Property Until Closing. From the Acceptance Date until the closing, Seller shall maintain the Property in the same condition as on the Acceptance Date ordinary wear and tear and damage due to casualty excepted.

11. Governing Law. This Offer shall be construed and enforced in accordance with the laws of the State of Wisconsin.

12. Time of the Essence. Time is of the essence of this Offer and Buyer and Seller hereby agree that the times provided for in this Offer are reasonable times for each party to complete its respective obligations.

13. Counterparts. This Offer may be executed or amended in counterparts, all of which taken together shall constitute one and the same instrument. Signed counterparts may be transmitted by facsimile machine (to the numbers provided in line 34 of the Offer) or by electronic email (pdf). Counterparts transmitted by facsimile or electronic mail shall be treated in all manner and respects as an original document.

14. Amendments. This Offer may be amended only in a writing properly signed and delivered by Buyer and Seller.

15. Headings. The headings in this Offer are for reference and convenience only and do not constitute a substantive part of this Offer.

16. Entire Agreement; Modification. This Offer constitutes the entire agreement between the parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the parties with respect to the subject matter herein contained are superseded

and of no further force and effect. No covenant, term or condition of this Offer shall be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

17. Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provision herein contained unenforceable or invalid.

BUYER:

CITY OF SHEBOYGAN

Dated this _____ day of ~~January~~ April, 2014.

By: Michael J. Vandersteen
Its: Mayor

SELLER:

ROBERT F. GALL

Dated this 6th day of January, 2014.

STEVEN K. GALL, POA

11035496

POWER OF ATTORNEY
For Executing Vacant Land Offer to Purchase, South 8th Street
Property Tax Parcel No. 59281109810, City of Sheboygan

Know all by these presents, that the undersigned hereby constitutes and appoints Steven Gall with full power to act, his true and lawful attorney-in-fact to:

1. execute for and on behalf of the undersigned, in the undersigned's capacity as an individual; and

2. to do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute the WB-13 Vacant Land Offer to Purchase and timely complete the sale of the property located at South 8th Street, Property Tax Parcel No. 59281109810, City of Sheboygan; and

3. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in his reasonable discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities.

This Power of Attorney shall remain in full force and effect until 60 days after Property is sold or unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 23 day of December, 2013.

Robert F. Gall

Witness 12/23/13
STEVEN K. Gall

10904601

VI

R. C. No. ____ - 13 - 14. By FINANCE. March 3, 2014.

Your Committee to whom was referred R. O. No. 256-13-14 by the City Clerk submitting a Claim for Excessive Assessment from Reinhart Attorneys At Law on behalf of NRFC Memorial Holdings, LLC, owner of 3347 Kohler Memorial Dr.; recommends that the claim be denied and to direct the City to send a Notice of Disallowance.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.11

R. O. No. 256 - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a Claim for Excessive Assessment from Reinhart Attorneys At Law on behalf of NRFC Memorial Holdings, LLC, owner of parcel 59281-215850 (3347 Kohler Memorial Dr.).

Inside

deny

Susan Richards
City Clerk

L S Schneider
1-22-14

Claim 17-13

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 600
Madison, WI 53703

Telephone: 608-229-2200
Fax: 608-229-2100
Toll Free: 800-728-6239
reinhartlaw.com

January 21, 2014

JAN 22 '14 PM 3:14

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Sue Richards, Clerk
City of Sheboygan
828 Center Avenue, 2nd Floor
Sheboygan, WI 53081

Dear Clerk: Re: Tax Parcel No. 59281-215850

Now comes Claimant, NRFC Memorial Holdings, LLC, owner of parcel 59281-215850 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2013, plus statutory interest, with respect to the Property.

2. Claimant is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City records as Tax Parcel No. 59281-215850.

5. For 2013, property in the City was assessed at 110.679% of its fair market value as of January 1, 2013.

6. For 2013, property tax was imposed on property in the City at the rate of $23.9230541 per $1,000 for of the assessed value for Property.

7. For 2013, the City's assessor set the assessment of the Property at $12,424,400.

8. Claimant appealed the 2013 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits at $12,424,400.

10. The City imposed tax on the Property in the amount of $297,230.

11. Claimant is timely paying the property taxes imposed by the City on the Property for 2013, or the required installment thereof.

12. The fair market value of the Property as of January 1, 2013 was no higher than $4,600,000.

13. Based on the assessment ratio of 110.679%, the correct assessment of the Property for 2013 is no higher than $5,091,234.

14. Based on the tax rate of $23.9230541 per $1,000 of assessed value, the correct amount of property tax on the Property for 2013 should be no higher than $121,798.

15. The 2013 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2013 was excessive in at least the amount of $175,423.

16. Claimant is entitled to a refund of 2013 tax in the amount of $175,423, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

17. The amount of this claim is $175,423, plus interest thereon.

Dated at Madison, Wisconsin, this 21st day of January, 2014.

Sincerely yours,

Don M. Millis
Agent for Claimant

11319748

VII

R. C. No. ____ - 13 - 14. By LAW AND LICENSING. March 3, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 258-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
0283	Eichhorst, Braden L.	603 Millesville Ave., Howards Grove

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. ____ - 13 - 14. By LAW AND LICENSING. March 3, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 271-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015;

CHANGE OF PREMISE

No.	Name	Address
2943	Superior Bar & Grill	2607 Superior Ave. - one-day events to be held 3/15/14 for youth football to include current premise and the parking lot on the north side of the building.
1420	VFW Post #9156	552 S. Evans St. - one-day events to be Held 4/5/2014 & 5/18/2014 to include current premise and the North, South & East sides of the building.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
*7224	Bauer, Stephanie A.	1310 Millersville Ave., Howards Grove

***grant contingent upon application being corrected and with a warning to include all violations on future applications**

9207	Castillo, Gina M.	1411 N. 16th St.
9415	Grabowska, Angela A.	2527A N. 22 St.
0296	Hernandez, Daniel P.	2242 N. 20th St.
*3939	Hindes, Kelly L.	1535A N. 8th St.

***grant contingent upon application being corrected and with a warning to include all violations on future applications**

*5032	Hurtienne, Amy S.	1432 S. 10th St.

***grant contingent upon application being corrected and with a warning to include all violations on future applications**

0297	Lutzke, Michael S.	1806 N. 12th St.
0300	Stanskas, Margaret A.	720 Oak Tree Rd.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
0299	Baganz, Arnold A.	114 S. Main St., Fond du Lac
*9858	Wicker, Verlin C.	2320 N. 36th St.

***grant contingent upon application being corrected and with a warning to include all violations on future applications**

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ____ - 13 - 14. By FINANCE. March 3, 2014.

Your Committee to whom was referred R. O. No. 272-13-14 by the Director of Public Works requesting the use of the City's free days to hold the Wisconsin Chapter American Public Works Association Spring Conference in Sheboygan at Blue Harbor Resort on May 13 - 15, 2015; recommends that the document be accepted and filed and to approve the request.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.6

R. O. No. 272 - 13 - 14. By DIRECTOR OF PUBLIC WORKS. February 19, 2014.

Submitting a communication from the Director of Public Works requesting the use of the City's free days to hold the Wisconsin Chapter American Public Works Association Spring Conference in Sheboygan at Blue Harbor Resort on May 13, 14, 15, 2015.

Finance approve

Director of Public Works

VI

R. C. No. ____ - 13 - 14. By PUBLIC WORKS. March 3, 2014.

Your Committee to whom was referred R. O. No. 159-13-14 by the City Clerk submitting a communication from Midlake Softball Organization in regards to the contract for the Wildwood Softball Complex; recommends that the document be placed on file.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.4

R. O. No. 159 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from Midlake Softball Organization in regards to the contract for the Wildwood Softball Complex.

Pub. Wks.
Fill

Susan Richards
City Clerk

September 12th, 2013

To: Common Council, City of Sheboygan
Fr: Midlake Softball Organization
Re: Wildwood Softball Complex

Dear Council.

First of all we would like to thank you and DPW Committee for allowing us to hold our Summer's End Tournament at Wildwood Softball Complex this upcoming weekend.

The second reason for this letter is we understand that the contract between the City of Sheboygan and the Sheboygan Softball Association is up for renewal. Our Organization would also like the opportunity to negotiate with the City to run the softball program there next year.

We are in the process of finalizing our Constitution and By-Laws. We have already applied to the State of Wisconsin for the Non-stock organization and are waiting for the reply. We have our Federal ID Number and are working on getting the 501(c)3 status.

Our By-Laws, which should be finalized soon, include provisions that the Board of Directors include members from DPW, the Recreation Department, and someone from the Parks Department.

We would also submit monthly financial statements to the City along with our annual report that had to be filed with the IRS.

Further items we are going to include would be a 5 year plan for the Park for improvements. We understand that anything that we would do down there would need approval from the City. We would be willing to be responsible for the up keep of the park while using it during the summer that includes cutting grass,

cleaning of the facilities including the bathrooms and other general up keeping requirements. We already have some ideas on how to make the Park look better.

We are requesting that we be given a chance to talk to you before anything is decided for summer 2014 softball.

We appreciate your time for listening, and thank you. We are trying to improve the softball image for Sheboygan, and hopefully that would bring in more revenue for the City.

Joseph Lamb
4010 North 30th Street
Sheboygan, WI 53083-2009
920-459-8722

VI

R. C. No. ____ - 13 - 14. By FINANCE. March 3, 2014.

Your Committee to whom was referred R. O. No. 379-11-12 by the City Clerk submitting a communication from Atty. William S. Cole being a Notice of Claim in the matter of the Sheboygan River Dredging Project; recommends that the document be placed on file.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.3

R. O. No. 379 - 11 - 12. By CITY CLERK. March 5, 2012.

Submitting a communication from Atty. William S. Cole being a Notice of Claim in the matter of the Sheboygan River Dredging Project.

~~Pick up to new C.C.~~

3/3/14
File

Susan Richards
City Clerk

Claim # 30-11
Linda S Long
FEB 28 '12 AM 11:42

WILLIAM S. COLE
Attorney at Law
2945 Triverton Pike Drive, Suite 101
Fitchburg, WI 53711-7508

Phone: (608) 221-0079 wcole@execpc.com Fax: (608) 221-7335

February 27, 2012

Ms. Julie Glancey
County Clerk
Sheboygan County
Administration Bldg.
1st Floor - Rm. 129
508 New York Ave.
Sheboygan, WI 53081

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
& PERSONAL SERVICE

Ms. Sue Richards
City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
& PERSONAL SERVICE

RE: Notice of Claim – Sheboygan River Dredging Project

Dear Ms. Glancey and Ms. Richards:

On behalf of the identified claimant, enclosed please find a notice of claim pursuant sec. 893.80 of the Wisconsin Statutes.

Very truly yours,

William S. Cole

WSC:oc
Enclosure

cc: Mr. Charles Grosskreutz (w/ encl.)

CC: ATTY'S OFFICE, JIM AMODEO, CHAD PELISHEK, LAURIE SUHRKE

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM AND CLAIM PURSUANT TO SECTION 893.80, WIS. STATS.

TO: Ms. Sue Richards
City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

&

Ms. Julie Glancey
County Clerk
Sheboygan County
Administration Building
1st Floor – Room 129
508 New York Avenue
Sheboygan, WI 53081

CLAIMANTS: Charles Grosskreutz
W33320 Twinkle Lane
Sheboygan Falls, WI 53085

PLEASE TAKE NOTICE that the above referenced claimant, by their attorney, William S. Cole, states the following circumstances giving rise to a claim against the City of Sheboygan, Wisconsin; Sheboygan County; and certain of their officials to be later identified through discovery:

1. Recent media sources have reported the City of Sheboygan and Sheboygan County will undertake a public construction project whereby contaminated sediment will be removed from the Sheboygan River and trucked to a landfill.

2. Upon information and belief, the project will be funded by funds provided by the Environmental Protection Agency, the Wisconsin Department of Natural Resources, Sheboygan County, the City of Sheboygan, and private entities, including the Wisconsin Public Service Corporation.

3. Upon information and belief, Sheboygan County intends to contract out its highway department to construct the landfill, grade the landfill to cover the dredged material and perform other work pertaining to the dredged material.

4. Upon information and belief, the above described work to be performed by the Sheboygan County highway department was not put out for public bid.

5. The work described in paragraphs 1 and 3 above constitutes a public construction project within the meaning of section 62.15 of the Wisconsin Statutes and, therefore, all contracts for any work performed on said project must be let to the lowest responsible bidder by the City of Sheboygan.

6. The work described in paragraphs 1 and 3 above constitutes a public work within the meaning of section 59.52(29) of the Wisconsin Statutes and, therefore, all contracts for any work must be let to the lowest responsible bidder by Sheboygan County.

7. The work described in paragraph 3 above is beyond the legal authority granted to Sheboygan County under Chapter 59 of the Wisconsin Statutes to undertake.

8. The work described in paragraph 3 above is beyond the legal authority granted to the Sheboygan County highway department under Chapter 83 of the Wisconsin Statutes to perform.

9. Sheboygan County and the Sheboygan County highway department are specifically prohibited from performing the work described in paragraph 3 above by section 66.0901(11) of the Wisconsin Statutes because a private party is financing the work, or a portion thereof.

10. Upon information and belief, the employees performing the work to be performed by the Sheboygan County highway department will not be paid wages as required by the State of Wisconsin Prevailing Wage Law (sections 66.0903 and 103.49) and the federal Davis-Bacon Act.

11. For the above reasons, the work described in paragraphs 1 and 3 above may not be performed by Sheboygan County or the Sheboygan County highway department and must be let by contract to the lowest responsible bidder. Further any individuals performing such work must be paid wages in compliance with the State of Wisconsin Prevailing Wage Law and the federal Davis-Bacon Act.

WHEREFORE, the above claimants request the contract for the work described in paragraph 3 above be let by contract to the lowest responsible bidder and all individuals performing such work be paid in compliance with the State of Wisconsin Prevailing Wage Law and the federal Davis-Bacon Act.

Dated: February 27, 2012

LAW OFFICE OF WILLIAM S. COLE LLC

By: _____
William S. Cole
State Bar No. 1011623
Attorney for the Claimant

2945 Triverton Pike Dr., Ste. 101
Fitchburg, WI 53711
(608) 221-0079
(608) 221-7335 FAX
wcole@execpc.com

VIII

R. C. No. ____ - 13 - 14. By FINANCE. March 3, 2014.

Your Committee to whom was referred Res. No. 140-13-14 by Alderperson Hammond approving the policies and procedures related to the new City of Sheboygan Leverage Loan Program; recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.6

Res. No. 140 - 13 - 14. By Alderperson Hammond. February 19, 2014.

A RESOLUTION approving the policies and procedures related to the new City of Sheboygan Leverage Loan Program.

WHEREAS, the City of Sheboygan has dedicated $350,000 for the establishment of a new revolving loan program for economic development;

WHEREAS, the program shall provide low-interest loans up to $50,000 to eligible businesses to further the economic development strategy of the community.

RESOLVED: The Common Council approves the policies and procedures of the new program, authorizes the Finance Department to be the fiscal agent for the program, the Finance Committee to be the reviewing authority and Dept. of Planning and Development to administer the program.

Finance approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

City of Sheboygan Leverage Loan Program

Policies and Procedures

Adopted _____, 2014

SECTION 1 GENERAL:

1.1: The following Loan Program Policies and Procedures ("the Program") have been approved by the City of Sheboygan Common Council. Any changes or amendments to said Program must be approved by the Council.

1.2: The primary objectives of this Program are to provide funding to business enterprises to aid in business expansion and attraction and leverage other sources of capital.

1.3: This program shall provide funding to projects that increase in tax base in 2-3 years, but not necessarily create new jobs.

1.4: On a specific project, applicants are restricted to applying to this program or the City of Sheboygan Economic Development Loan Program, but not both.

1.5: The Program is a City established/operated revolving loan fund funded in part through local general fund revenues and loan allocations will be provided on a first come-first served basis.

SECTION 2 ELIGIBILITY REQUIREMENTS:

2.1: Only businesses located in the jurisdictional limits of the City of Sheboygan, WI ("the City") are eligible to apply for Program funds.

2.2: Eligible uses include manufacturing, warehousing, retail and services, residential development of over 10 units, Information Technology, or office expansion.

2.3: Applicants must have been in operation for at least two years and have at least two tax returns.

2.4: Eligible applicants include sole proprietorships, partnerships, Corporations, Subchapter S Corporations, and Limited Liability Companies.

2.5: Fixed productive assets purchased with program funds must be physically located in the City.

SECTION 3: INELIGIBLE TO APPLY:

3.1: Ineligible applicants include business startups, businesses with less than two years of operations, not for profits, governmental, and quasi-governmental entities, & lending institutions.

3.2: If the applicant, its owners and/or principals is in default on any existing payment(s), loan(s) or grant(s), it is ineligible to apply.

3.3: If the applicant, its owners and/or principals are delinquent in payment of any real estate or personal property taxes, PILOTS, it is ineligible to apply. This ineligibility also applies to any applicant business located at the site of the aforementioned delinquent(s).

3.4: If the applicant, its owners, and/or principals have filed for corporate or personal bankruptcy in the last five (5) years it is ineligible to apply.

SECTION 4: ELIGIBLE AND INELIGIBLE USE OF PROGRAM FUNDS:

4.1: Eligible use of program funds includes acquisition of real property, new construction, renovation, equipment, furniture, fixtures, working capital for contract fulfillment, or leasehold improvements.

4.2: Ineligible use of program funds includes refinancing existing debt, inventory, and project related costs such as legal, environmental, architectural, and engineering. These items shall be paid using other funds and/or applicant equity.

SECTION 5: PROGRAM LENDING TERMS AND CONDITIONS:

5.1: Minimum and Maximum loan amounts range from $5,000 to $50,000.

5.2: Program funds cannot exceed 40% of the Total Project Cost.

5.3: Letter of commitment from Financial Institutions and/or Owners equity contribution for project costs funded by other sources.

5.4 Loan Terms are as follows: No more than five (5) years if program funds are used for the acquisition of real property or new construction. No more than three (3) years if program funds are used for equipment, furniture, fixtures, working capital for contract fulfillment or leasehold improvements.

5.5: Applicant shall document eventual expansion of tax base within a three year timeframe.

5.6: The loan interest rate shall be 3% above the Wall Street Journal prime rate the day the loan is approved by the Finance Committee.

5.7: All program loans will be repaid by equal monthly payments of principal and interest sufficient to fully amortize the loan over its term. Borrowers are allowed to pre-pay the loan in whole or in part without penalty.

5.8: Collateral and Security: In exchange for the program funds, the City of Sheboygan requires a security interest in the assets purchased with its program funds, and any and all additional assets the City believes are necessary to secure its loan.

5.9: The City requires a personal guarantee of those who have least 20% ownership of the borrowing entity.

SECTION 6: RELATED PARTIES AND SUBORDINATION

6.1: The applicant is required to provide equity of at least 20% of the total project cost. The equity cannot be "sweat equity", nor can it be borrowed funds of any kind such as home equity loans, bank loans, or cash advances on credit cards. Applicants will be required to provide detailed verification of funding sources of the equity. The equity cannot be a grant from any of the City's other programs.

6.2: Besides the aforementioned equity component, other sources of project funding include private sources such as banks, trust companies, credit unions, savings and loans. Public sources of funds include federal and state loan programs.

6.3: The City prefers to be in first position, but may consider a second subordinated position with mandatory personal guarantees by all owners of 20% or more of the business.

SECTION 7: THE APPLICATION PROCESS

7.1: The Department of City Development staff shall administer the program on behalf of the City of Sheboygan. Development staff will entertain loan requests through a completed application process and provide the City Finance Committee a loan report for acceptance. Based on the company, and the personal financial information furnished by the applicant, together with credit checks, staff will evaluate the financial strength of the project, the business and its owners and make a recommendation to the Finance Committee to approve, modify or decline the loan request.

7.2: The Common Council has provided the Finance Committee with approving authority for the loans. At regular scheduled meetings the Committee will review and discuss the loan application and staff's report and recommendation(s) in closed-session. Any action will follow in open session. The authority of the City Finance Committee is granted in Resolution 140-13-14.

7.3: The following attachments must be submitted for a complete application:

a. Two years of most recent Federal Tax Returns
b. Personal Financial Statements, Net Worth Statement
   (required for each owner of the business with more than 20% equity).
c. Financial Projections with detailed explanation of the proposed project.
   (three year projection including balance sheet, profit and loss, and monthly cash flow)
d. Business Plan
e. Documentation of 2-3 year tax base expansion as a result of the project proceeding forward
e. $500 Non-Refundable Application Fee, made payable to the City of Sheboygan
f. Proof of Insurance

7.4: Once approval is received, a loan agreement specifying the use of the loan proceeds, the loan amount, rate, term, payment terms, collateral, security, guarantees and other conditions will be sent to

the applicant. Should the loan request be denied, a decline letter will be sent to the applicant within ten (10) days specifying the reason(s) for the denial.

SECTION 8: THE CLOSING PROCESS

8.1: The City Attorney in collaboration with City staff has the sole responsibility to direct the preparation of all required closing documents based on the loan terms approved by the City Finance Committee. Further, the attorney and staff will make certain that the loan closing is in compliance with all applicable federal, state, and local laws, regulations, and approvals.

8.2: The City Attorney will be responsible for perfecting all of the City's security interests including, where appropriate, the execution of security agreements, the filing of financing statements, the execution and filling of mortgage documents, execution of guarantees, and any other appropriate actions to adequately protect the City's security interests. The applicant is responsible for all filing and recording fees prior to closing.

SECTION 9: LOAN FUND DISBURSEMENT PROCEDURES

9.1: Should any debt and/or equity be part of the total project funding, said debt and/or equity must be evidenced by documentation such as executed commitment letters, bank statements, and escrow amounts.

9.2: Depending on the use of the funds, loan proceeds may be disbursed in one lump sum or over a number of separate draws.

SECTION 10: LOAN PORTFOLIO MANAGEMENT PROCEDURES

10.1: The City shall charge interest after the maturity date of the note or an occurrence of an event of default at the rate of twelve (12%) percent per annum.

10.2 The repayment period commences the first of the month following 60 days after closing of the loan.

10.3: Failure to comply with any of the provisions of this loan program may result in default. The following, among other reasons, shall be considered as a default:

a. Failure to make any payment of interest or principal within 30 days after payment due date;
b. Defaulting on other loans with private lenders;
c. Cessation of operations or movement of business from the City;
d. Sale of business

In the event of default, the City will issue a Notice of Default. Once issued all sums due and owning the City shall, at the City's option, become immediately due and payable. To avoid foreclosure and any other collection action, the default must be cured not less than 60 days from the date of the notice.

10.4 Any requests by the borrower to amend or adjust any terms and conditions of the loan will be first reviewed by City Staff and the City Attorney to determine if it merits consideration. If so, said request will proceed as follows:

10.5 Staff will prepare a written narrative of the request with any supporting documentation, and its recommended course of action to the City Finance Committee for its consideration and final decision.

10.6: The Committee's decision will be sent to the borrower in writing within ten (10) calendar days regardless if it is denied, approved with modifications or approved as requested. In the case of approvals, any costs associated with modifications of the loan agreements and security agreements will be paid by the borrower.

City of Sheboygan Leveraged Loan Program Application

Amount Requested (Maximum $50,000)	Purpose: ☐ Equipment ☐ Renovation ☐ New Const. ☐ Expansion ☐ Furniture ☐ Working Capital ☐ R&D ☐ Fixtures ☐ Acquisition ☐ Other: _____ *check all that apply*
Other Sources	Describe Use(s): _____

ABOUT YOUR BUSINESS

Business Contact Person (for any questions related to this application or the communications)	Best Phone: _____ Best Email: _____

Business Exact Legal Name	DBA (if applicable)			
Business Street Address (Cannot be a PO Box)	City	County	State	Zip Code
Mailing Address (if different than above)	City	County	State	Zip Code

Business Email	Business Phone	Business Cell Phone (optional)	State of Registration

Type of Organization:

☐ Sole Proprietorship ☐ Corporation ☐ General Partnership ☐ Limited Partnership
☐ Limited Liability Partnership ☐ Limited Liability Company ☐ Not for Profit ☐ Trust

Description of Business or Service (Be specific)

Gross Annual sales as Reported on Last Tax Return	Net Income as Reported on Last Tax Return	Date current ownership began (MM/YYYY)

OWNER(S) INFORMATION

List all Owners/ Guarantors with at least 20% ownership interest in the company if there are more than five Owners, complete an additional application.

Authorized Owner (First MI, Last)	Date of Birth		% Ownership	Business Phone
Residential Address	City	State	Zip Code	Business Email
Authorized Owner (First MI, Last)	Date of Birth		% Ownership	Business Phone
Residential Address	City	State	Zip Code	Business Email
Authorized Owner (First MI, Last)	Date of Birth		% Ownership	Business Phone
Residential Address	City	State	Zip Code	Business Email
Authorized Owner (First MI, Last)	Date of Birth		% Ownership	Business Phone
Residential Address	City	State	Zip Code	Business Email

Authorized Owner (First MI, Last)	Date of Birth	% Ownership	Business Phone

Residential Address	City	State	Zip Code	Business Email

OTHER INFORMATION

Have you or any officers of your company ever been involved in bankruptcy or insolvency proceedings?	☐ YES*	☐ NO	*If YES, please provide the details as a separate exhibit
Are you or your business involved in any pending lawsuits?	☐ YES*	☐ NO	*If YES, please provide the details as a separate exhibit
Are all property, employment and other taxes current?	☐ YES	☐ NO*	*If NO, please provide the details as a separate exhibit
Do you, or any members of your household, any owner or officer or members of their households, work for or hold any official position with the City of Sheboygan? Employee Name:_____ Dept.:_____ Employee Address:_____ _____	☐ YES*	☐ NO	*If YES, please provide the name and address of the person and what department employed
Do you buy from, sell to, or use the services of any concern in which someone in your company has a significant financial interest?	☐ YES*	☐ NO	*If YES, please provide the details as a separate exhibit
Have any of the individuals listed under "Company Ownership" been convicted of a felony or subject to felony charges?	☐ YES*	☐ NO	*If YES, please provide the details as a separate exhibit

AGREEMENT AND PERSONAL GUARANTEE

By Signing this Application, each of the undersigned Business Owners, individually and on behalf of the Business ("Signer"), request the loan from the City of Sheboygan. Each Signer is authorized to sign on behalf of the Business and will provide business resolutions to the City upon Request. Each signer has read and agrees to all applicable provisions of this Application, including the personal guaranty, and understands that this Application may be approved or denied. By signing below, each Signer authorizes the City to (1) obtain credit records and other credit and employment information about the Signers personally and the Business (now and in the future), including from state and federal tax authorities, for deciding whether to approve the requested credit and for later periodic account review and collection purposes, and (2) furnish information about the Business and the Guarantors to credit bureaus, other Signers and other persons who claim to be authorized by the Business or the guarantors, to receive such information. The Business and each Signer guaranty that all information above is correct and agree to notify the City of Sheboygan if any information changes. All loans shall be used for business purposes only.

By signing below, each Signer agrees to be personally responsible for any credit granted pursuant to this Application. This Application constitutes a Guaranty under which each individual signing is a Guarantor, and individually guarantees the payment of all present and future obligations of the Business to the City of Sheboygan.

Signature of Business Owner & Guarantor	Printed Name	Title	Date
Signature of Business Owner & Guarantor	Printed Name	Title	Date
Signature of Business Owner & Guarantor	Printed Name	Title	Date
Signature of Business Owner & Guarantor	Printed Name	Title	Date
Signature of Business Owner & Guarantor	Printed Name	Title	Date

I acknowledge being informed that the City of Sheboygan will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of firms receiving City of Sheboygan loans, the amount of the City of Sheboygan loans, federal programs used, if any, and the development impact of City of Sheboygan loans (jobs created, tax base impact, and total project investment). I have been assured by the City of Sheboygan, and I understand, that other financial information provided in connection with this application or with a loan from the City of Sheboygan, if one is made (including, but not necessarily limited to, business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans), will, to the extent permissible by law, be treated as confidential.

I certify that the information contained in this application is, to the best of my knowledge, true, complete, and correct.

Signature _____ Date _____

Name (Printed) _____ Title _____

II

R. O. No. _____ - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a copy of R. O. No. 254-13-14 by the City Clerk submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property (basement) from sewage backup due to a water lateral freeze.

Susan Richards

City Clerk

II

3.4

R. O. No. 254 - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property (basement) from sewage backup.

Susan Richards
City Clerk

Invoice

&

refer to Bd of Water
3/3/14

DATE RECEIVED 1-29-14 RECEIVED BY RS Schneider

CLAIM NO. 18-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Michael Free, NHA, Meadow View Manor
2. Home address of Claimant: 3613 S. 13th St. Sheboygan WI 53081
3. Home phone number: 920.458.4040
4. Business address and phone number of Claimant: 3613 S. 13th St. Sheboygan, WI 53081 920-458-4040
5. When did damage or injury occur? (date, time of day) 01.11.2014 5:30 Am
6. Where did damage or injury occur? (give full description) Sewage back up, flooded 5,021 sq. ft. of basement. Located in basement is medical records, offices, laundry, bathrooms.
7. How did damage or injury occur? (give full description) From what the Fire Department had stated, it was due to a "pipe break" that the city was working to fix. This was not isolated to just Meadow View Manor
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: N/A

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

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: N/A

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

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

No injuries. All 5,021 sq ft. of basement needed to be professional cleaned and sanitized for resident safety.

11. Name and address of any other person injured: No injuries.

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

Auto:	$ N/A
Property:	$ 21,827.83
Personal injury:	$ N/A
Other: (Specify below	$ N/A
TOTAL	$ 21,827.83

Damaged vehicle (if applicable)

Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

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

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

Please see attached photos of damage. Only one quote could be obtained as it was an unexpected event on a Saturday that required immediate attention by the first availabe cleaning company.

SIGNATURE OF CLAIMANT [signature] NHA, CSW DATE 01-27-2014

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Michael Free, Meadow View Manor

Claimant's Address: 3613 S. 13th St.
Sheboygan WI 53081

Claimant's Phone No. 920.458.4040

Auto	$ N/A
Property	$ 21,827.83
Personal Injury	$ N/A
Other (Specify below)	$ N/A
TOTAL	$ 21,827.83

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $21,827.83.

SIGNED [signature] NHA, CSW DATE: 01-27-2014

ADDRESS: 3613 S. 13th Street
Sheboygan WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

ServiceMASTER Restore®

ServiceMaster
Recovery Services
2215 S. 162nd St New Berlin WI 53151
P: (262) 782-3335 / F: (262) 782-4230
(800) 559-9070 www.smrecover.com
Tax ID:39-1355743

COMMERCIAL CLEANING SERVICE INVOICE

BILL TO	SITE ADDRESS
Meadowview Manor 3613 S 13th Street Sheboygan, WI 53083	Meadowview Manor - Wes Souder 3613 S 13th Street Sheboygan, WI 53083

HOME	WORK	CELL	FAX	Concerning Email
	(920) 458-4040	(414) 980-1432		[Concerning Email]

TRUCK	START	FINISH	CREW	REP	JOB	INVOICE	PO Number	DATE	Units Allowed/Taken
	1/11/14		Northshore	mfc	18978	625717	cod	1/18/2014	

SERVICE	ROOM OR ITEM	AREA	CNH	801	SERVICE	PRICE
801 Carpet Cleaning						
802 Furniture Cleaning						
804 Odor Control						
811 Soil Proofing						
813 Carpet Sanitizing						
826 Wall & Ceiling Cleaning						
836 Floor Maintenance	Sub/Pressure washing of Basement level- Northshore environmental					$20,788.41
875 House Wide Cleaning						
825 Other Services (includes Biohazard Clean-up)						
891 Home Care Kits						

Accounting:					
CASH:	CHECK NUMBER:	VISA/MC:	EXP:	SUBTOTAL	$20,788.41
				LESS DISCOUNT(S)	-
Credit card on file may be charged if check is returned NSF.				NEW SUBTOTAL	$20,788.41
**********				TAX	$1,039.42
A Service Charge Of 1.5% Interest Per Month (18 Annual Rate)				FUEL SURCHARGE	-
Will Be Assessed On Balance Due Over 30 Days				TOTAL DUE	$21,827.83

Directions:	Special Notes / Conversations:

Customer Signature _____ Date _____

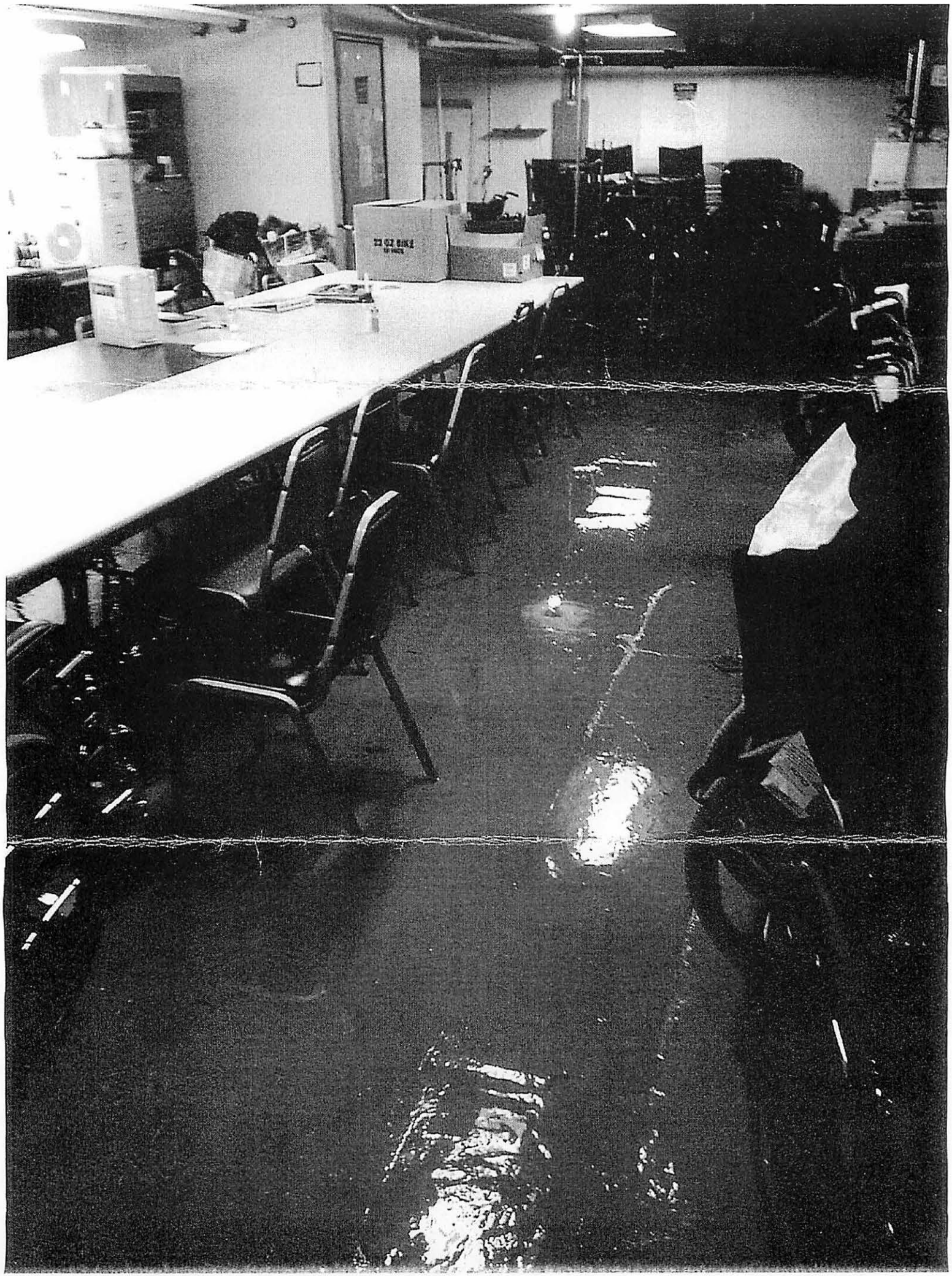
ServiceMaster Recovery Services **FED ID: 391355743**

2215 S. 162nd St
New Berlin, WI 53151
800-559-9070

2014-01-16-1634

Equipment usage

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Emergency service call - after business hours	6.00 EA	0.00	223.44	67.03	1,407.67
This is the call out and mobilize 8 people to respond after hours to a large loss cleaning job.					
Commercial Supervision / Project Management - per hour - after hours	4.00 HR	0.00	127.50	25.50	535.50
After hours Project Manager to run the project for customer satisfaction.					
Add for personal protective equipment - Heavy duty	14.00 EA	0.00	17.77	12.44	261.22
Apply plant-based anti-microbial agent - after hours	5,021.00 SF	0.00	0.28	70.29	1,476.17
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	5,021.00 SF	0.00	1.92	482.02	10,122.34
Clean the surface area with pressure steam	5,021.00 SF	0.00	0.95	238.50	5,008.45
Vac Truck	12.00 HR	0.00	186.00	111.60	2,343.60
Equipment decontamination charge - HVY, per piece of equip	8.00 EA	0.00	78.23	31.29	657.13
Contaminated water dump fee	300.00 EA	0.00	0.05	0.75	15.75
Totals: Equipment usage				1,039.42	21,827.83
Line Item Totals: 2014-01-16-1634				**1,039.42**	**21,827.83**



II

R. O. No. _____ - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a copy of R. O. No. 255-13-14 by the City Clerk from State Farm Claims on behalf of their insured Murray and Penny Patz in reference to an alleged loss sustained by their insured on January 11, 2014.

Susan Richards
City Clerk

II

3.9

R. O. No. 255 - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a communication from State Farm Claims on behalf of their insured Murray and Penny Patz in reference to an alleged loss sustained by their insured on January 11, 2014.

Susan Richards
City Clerk

Finance
&
Refer to Bd of Water
3/3/14.

1-20-14

Claim 15-13
LS Schreiber

Providing Insurance and Financial Services
Home Office, Bloomington, IL

StateFarm®

January 11, 2014

Department Of Public Works
3333 Lakeshore Dr
Sheboygan WI 53081-6961

State Farm Claims
PO Box 52268
Phoenix AZ 85072-2268

RE:	Claim Number:	49-393M-091
	Date of Loss:	January 11, 2014
	Our Insured:	Murray and Penny Patz
	Loss Location:	Sheboygan, WI

To Whom It May Concern:

We are writing to you in reference to a loss sustained by our insured on January 11, 2014.

To date, the total amount of the loss has not been determined. However, our investigation indicates you may be legally liable for this loss and we will look to you for reimbursement once the final amount of damages is known.

If you have insurance, please refer this letter to your insurance company immediately. Please complete the attached form and advise us of your insurance company's name, address, telephone number, and your policy number. If you do not have insurance, please contact us to discuss this matter further.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Thank you for your cooperation in this matter.

Sincerely,

Matthew D. Strotman

Matthew D Strotman
Claim Representative
(866) 445-7015 Ext. 4023273955
Fax: (888) 429-5076

State Farm Fire and Casualty Company

Enclosure(s): Return Envelope

Name: _____

Address: _____

_____

Our Claim Number: 49-393M-091

Please complete this page and return it to us in the enclosed envelope.

Name of your insurance company: _____

Address of insurance company: _____

_____

Phone number of your insurance company: _____

Your policy number: _____

Your agent's name and phone number: _____

_____

Have you reported this loss to your insurance company? Y___ N___

If yes, what is the claim number your insurance company has assigned to this loss?

_____

Thank you for your cooperation.

II

R. O. No. ____ - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a communication from Atty. Bohrofen on behalf of the Hayssen Family Foundation, Inc., demanding the reversion of real estate described in the attached legal description because of the breach of covenants contained on the deed dated August 20, 1987 from the Hayssen Family Foundation, Inc., to the City of Sheboygan.

Susan Richards

City Clerk

RohdeDales LLP
Attorneys and Counselors

February 19, 2014

VIA HAND DELIVERY

William P. Te Winkle
David O. Gass
K. Allan Voss
Anthony J. Resimius
R. T. Melzer
Richard L. Binder
Eldon L. Bohrofen
Michael J. Vowinkel
Beth A. Froelich
Ryan J. Zinkel
Stephanie E. Malis

Ms. Susan Richards
City Clerk – City of Sheboygan
828 Center Ave., Suite 100
Sheboygan, WI 53081

Re: Hayssen Family Foundation, Inc.

Dear Ms. Richards:

Our law firm has been retained by the Hayssen Family Foundation, Inc. to demand the reversion of real estate described in the attached legal description because of the breach of covenants contained on the deed dated August 20, 1987 from the Hayssen Family Foundation, Inc. to the City of Sheboygan (a copy of which is also attached). The restrictive covenants breached include a requirement of no more than 15 acres to be utilized for non-industrial use of the property conveyed. The foundation has secured an appraisal from a commercial appraisal firm that verified most of the property has been leased for agricultural purposes for a number of years. In addition, there was a requirement for appropriate signage along public roadways identifying the property as the William A. Hayssen Industrial Park. On platting the property as the William A. Hayssen Industrial Park, and thereafter, the City was to maintain appropriate sign(s) identifying the property as the William A. Hayssen Industrial Park. There is currently no such signage which is also a breach of the covenants. In addition, the City was required to provide reasonable acceptable landscaping for an industrial park, another breach of covenant.

Upon communication with Steve McLean, City Attorney, I have been informed there are no plans for an industrial park on the property conveyed. Thus, the Foundation is seeking, as soon as possible, the reversion of the property to Hayssen Family Foundation, Inc. Please advise when we can have the necessary conveyance of the property to the Hayssen Family Foundation, Inc.

Sincerely yours,

Eldon L. Bohrofen

607 N. 8th St.
7th Floor
Sheboygan, WI
53081-4556

(920) 458-5501
(920) 458-5874 FAX
mail@rohdedales.com
www.rohdedales.com

ELB/gap
Enclosure
pc: Stephen G. McLean (via hand delivery)

February 14, 2014
Rohde Dales – Attorney Bohrofen
"Hayssen 100 acre" parcel – Playbird Road & CTH "Y"
Page Three of Three

DESCRIPTION EXHIBIT

The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin, except that part thereof described as Lot One (1) of a Certified Survey Map recorded in Volume 7 of Certified Survey Maps on page 209 in the office of the Register of Deeds for Sheboygan County, Wisconsin.
Also
The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin.
Also
The East three-eights of the West one-half of the Northeast Quarter (E 3/8 W 1/2 NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Town of Sheboygan, Sheboygan County, Wisconsin, excepting therefrom the property described as follows: Commencing at the Northeast corner of Section 6, Township 15 N., Range 23 E.; thence South 89°56'19" W. along the North line of the NE¼ said Section 6, a distance of 1344.21 feet to the Northeast corner of the NW¼ NE¼ said Section 6, also being the point of beginning; thence from said point of beginning, continuing South 89°56'19" W. along the North line of the NE¼ said Section 6, a distance of 243.05 feet; thence South 00°56'25" W. a distance 889.40 feet to a one inch iron pipe set; thence North 89°56'19" E. a distance of 265.45 feet to a one inch iron pipe set on the East line of the NW¼ NE¼ said Section 6; thence North 00°30'12" W. along the E. line of the NW ¼ NE ¼ said Section 6, a distance of 889.20 feet to the point of beginning and containing 5.1900 acres of land including therein the North 33 feet lying in the right of way of Playbird Road.

EXCEPTING THEREFROM the lands conveyed to SHEBOYGAN COUNTY, a municipal corporation, by the following:

DEED BY CORPORATION recorded in Volume 1385 of Records on page 592 as Document Number 1424068 (CTH "Y" right of way in NE¼ & SE¼ of NE¼); and
DEED BY CORPORATION recorded in Volume 1385 of Records on pages 593-594 as Document Number 1424069 (Wetland area in SE¼ NE¼)

DOCUMENT NO. 1158599

STATE BAR OF WISCONSIN FORM 3 — 1982
QUIT CLAIM DEED

VOL 1062 PAGE 936
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 24th day of Sept. A.D. 19 87 at 4:22 o'clock P.M., and Recorded in Vol. 1062 of Records on page 936/7
Darlene J. Navis
Register

RETURN TO
CITY ATTORNEY'S OFFICE

'87 SEP 24 PM 4 22

HAYSSEN FAMILY FOUNDATION, INC., a Wisconsin Corporation

quit-claims to CITY OF SHEBOYGAN, WISCONSIN, a Municipal Corporation

the following described real estate in Sheboygan County, State of Wisconsin:

FEE
77.25(2)(3)
EXEMPT

Tax Parcel No: .....

The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin, except that part thereof described as Lot One (1) of a Certified Survey Map recorded for record in Volume 7 of Certified Survey Maps on page 209 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

-ALSO-

The Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin.

-ALSO-

55 W24 #2486 E00006.00

The East three-eighths of the West one-half of the Northeast Quarter (E 3/8 W½ NE¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, containing 31.09 acres of land more or less, EXCEPTING therefrom the property described as follows: Commencing at the Northeast corner of Section 6, Township 15 N., Range 23 E., thence South 89°56'19" W. along the North line of the NE¼ said Section 6, a distance of 1344.21 feet to the Northeast corner of the NW¼ NE¼ said Section 6, also being point of beginning, thence from said point of beginning, continuing South 89°56'19" W. along the North line of the NE¼ said Section 6 a distance of 243.05 feet; thence South 0°56'25" W. a distance of 889.40 feet to a one inch pipe

(Over)

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

Dated this 20th day of August, 19.87

HAYSSEN FAMILY FOUNDATION, INC.

Daniel A. Merkel (SEAL)
Daniel A. Merkel, Secretary

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) .....

authenticated this .....day of....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
CHASE, OLSEN, KLOET & GUNDERSON
By: Alvin R. Kloet

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

ACKNOWLEDGMENT

STATE OF WISCONSIN
Sheboygan County. } ss.

Personally came before me this 20th day of August, 19 87 the above named Daniel A. Merkel, Secretary of Hayssen Family Foundation, Inc.

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Jill E. Ludens
Jill E. Ludens
Notary Public Sheboygan County, Wis.
My Commission is permanent. (If not, state expiration date: April 29, 19 90)

set; thence North 89°56'19" E. a distance of 265.45 feet to a one inch iron pipe set on the East line of the NW¼ NE¼ said Section 6, thence North 0°30'12" W. along the E. line of the NW¼ NE¼ said Section 6, a distance of 889.20 feet to the point of beginning and containing 5.1900 acres of land including therein the North 33 feet lying in the right of way of Playbird Road.

RESTRICTIVE COVENANTS

1. The property conveyed herein as a gift to the City of Sheboygan shall be used by the City of Sheboygan as an industrial park, with no more than 15 acres being utilized for non-industrial use.

2. When the described real estate or any part of it is platted, the plat shall be identified as the William A. Hayssen Industrial Park.

3. Upon acceptance of this Deed, the City of Sheboygan shall identify the property by erecting appropriate sign(s) along public roadways identifying the property as the proposed William A. Hayssen Industrial Park. On platting of the property as the William A. Hayssen Industrial Park, and thereafter, the City shall maintain appropriate sign(s) so identifying the property as the William A. Hayssen Industrial Park.

4. The grantee, as to the real estate as a whole or any part thereof not conveyed to third parties, shall maintain reasonable acceptable landscaping for an Industrial Park.

The above referenced covenants shall be binding upon the grantee herein, its successors and/or assigns. In the event the covenants or any one of them are breached, the real estate described herein shall revert to the grantor, its successors or assigns.

In the event any part of the real estate is conveyed for industrial use and is used as such for a period of one year from date of conveyance, as to that parcel this reversion provision shall terminate.

II

R. O. No. ____ - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a communication from the Harbor Centre Business Improvement District requesting that the City release all funds collected on their behalf and those funds allocated to them for fiscal 2014.

Susan Richards

City Clerk

February 25, 2014

Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Common Council,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected in our behalf and those funds allocated to us for fiscal 2014.

Thank you for your help in this matter.

Sincerely,

David O. Gass
President

Dave Hoffman
Manager

II

R. O. No. ____ - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a claim from Carole M. Fritz for alleged damages to her basement due to sewer backup.

Susan Richards
City Clerk

DATE RECEIVED 2-24-14

RECEIVED BY LSSchneider

CLAIM NO. 22-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 24 '14 AM 11:24

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Carole M. Fritz
2. Home address of Claimant: 1409 N 28th St
3. Home phone number: 920-45-20087
4. Business address and phone number of Claimant:
5. When did damage or injury occur? (date, time of day) Feb 1
6. Where did damage or injury occur? (give full description) MY BASEMENT
7. How did damage or injury occur? (give full description) SEWER BACKUP
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: N/A
   (b) Claimant's statement of the basis of such liability:
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: N/A
   (b) Claimant's statement of basis for such liability:

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

_____

_____

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

_____

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

Auto: $_____

Property: $ 2981.91

Personal injury: $_____

Other: (Specify below $_____

TOTAL 2981.91

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

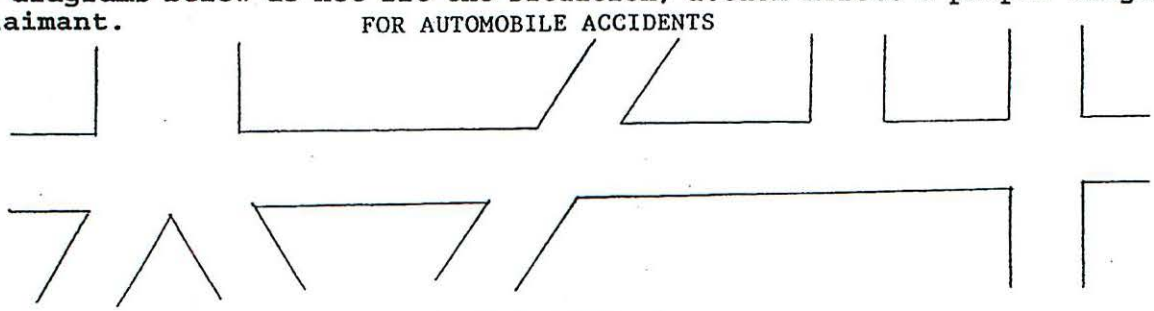
_____

_____

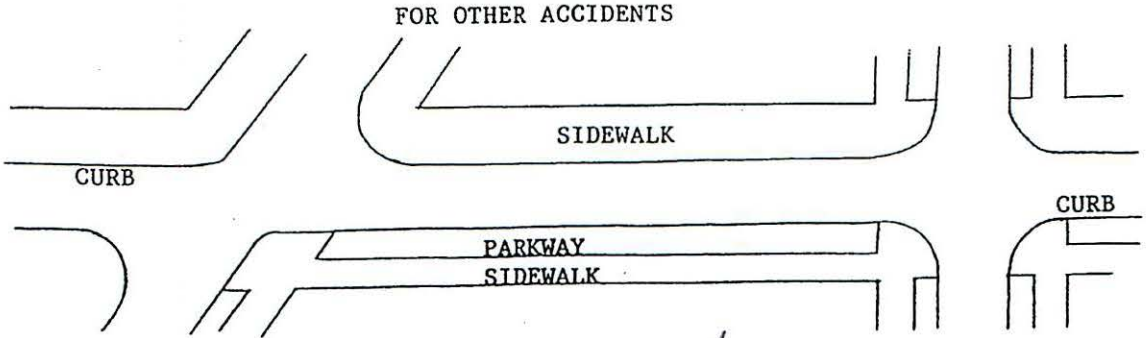
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: X Carole M Fritz Date: 2-20-14

DATE RECEIVED 2-24-14

RECEIVED BY LS Schroeder

CLAIM NO. 22-13

FEB 24 '14 AM 11:24

CLAIM

Claimant's Name: CAROLE FRITZ

Claimant's Address: 1409 N. 28th St
Sheboygan Wi. 53081

Claimant's Phone No. 920 45-20087

Auto	$
Property	$ 2981.91
Personal Injury	$
Other (Specify below)	$
TOTAL	2981.91

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 2981.91.

SIGNED: Carole M Fritz

DATE: 2-20-14

ADDRESS: 1409 N. 28th St.
Sheboygan Wi 53081

Carole Fritz
1409 N. 28th St.
Sheboygan, WI 53081-3140

45-20087

2 Love Seats	$200.00 each = 400.
Vacuum Cleaner	$42.00
2 Area Rugs	$29.95 each = $59.90
Nite Stand	$100.00
Carpet	$1712.21
Install	577.80
	$2290.01

Paneling $190.00

CG9S0421

DALTON CARPET OUTLET, INC
3619 WASHINGTON AVENUE
FRONTAGE ROAD
SHEBOYGAN, WI 53081
Telephone: 920-451-4600 Fax: 920-451-9980

INVOICE

Sold To	Ship To
FRITZ, CAROLE 1409 N. 28TH ST SHEBOYGAN, WI 53081	FRITZ, CAROLE 1409 N. 28TH ST SHEBOYGAN, WI 53081

Invoice Date	Tele #1	PO Number	Order Number
12/15/09	920-452-0087		CG9S0421

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
63080082C	STAR CREST	VAPOR	642.00 SF	1.74	1,117.08
PAD #1S	PAD #1S	STAINMASTER	642.00 SF	0.80	513.60

I agree to all terms and conditions of this contract

signature:_____ date:_____

Mon-Fri 8 to 8
Saturday 9 to 5
Sunday 11 to 4

3619 Washington Ave • Sheboygan, WI 53081

GENE WOOLWINE
STORE MANAGER

Phone: (920) 451-4600
Fax: (920) 451-9980

dcos@daltoncarpetonline.com
www.daltoncarpetonline.com

— 02/19/14 — 2:43PM —

Sales Representative(s):
DARREN LAACK

Install 2009 Cost

[redacted]

$577.80

Gene Dalton

Material:	1,630.68
Service:	0.00
Misc. Charges:	0.00
Sales Tax:	81.53
Misc. Tax:	0.00
INVOICE TOTAL:	**$1,712.21**
Discount:	0.00
Less Payment(s):	1,712.21
BALANCE DUE:	**$0.00**

ERMS OF SALE. 50% down payment, balance nd are due upon completion to sub-contractor. ubject to final measurement and mathematical

DAY LAYAWAY POLICY. All goods and mate goods returned to inventory. Any change to lesperson.

ETURNS AND CANCELLATIONS. Absolutely restocking charge on all goods cut and/or t days of original invoice, or down payment w ued. Cash refund will be mailed within 21 day

ARRANTIES of all products will be handled th ROM THE SUBCONTRACTOR. Subcontractors ontractors in my home or on my property.

warranties on carpet installed without pad fr

HIRD PARTY PAYERS (new construction, financed sales)

understand that I am ultimately responsible for this contract and all terms and conditions therein, and agree to pay this contract in full within 20 days of delivery of product, or 1½ % interest will be charged per month.

ot included,

be forfeited nd

used within credit will be

Y WILL BE liability for sub-

II

R. O. No. _____ - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a claim from Tom and Jena Beninghaus for alleged damages to their basement due to a sewer backup.

Susan Richards
City Clerk

DATE RECEIVED 2-24-14

RECEIVED BY LS Schneider

CLAIM NO. 21-13.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Tom + Jena Beninghaus
2. Home address of Claimant: 1411 N. 28 St.
3. Home phone number: 920-452-3385
4. Business address and phone number of Claimant: Same
5. When did damage or injury occur? (date, time of day) Feb 1st 2014 (noticed @ noon)
6. Where did damage or injury occur? (give full description) In our basement - Back up of sewage. - A call was made, city said they would be over in 1 to 1.5 HRS.
7. How did damage or injury occur? (give full description) N/A
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: —

   (b) Claimant's statement of the basis of such liability: It was stated there was a mineral deposit build up
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: n/a

   (b) Claimant's statement of basis for such liability: n/a

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

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

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

~~Auto~~:	$
Property:	$ 2985.00
Personal injury:	$
Other: (Specify below	$
TOTAL	2985.00

Damaged vehicle (if applicable) N/A

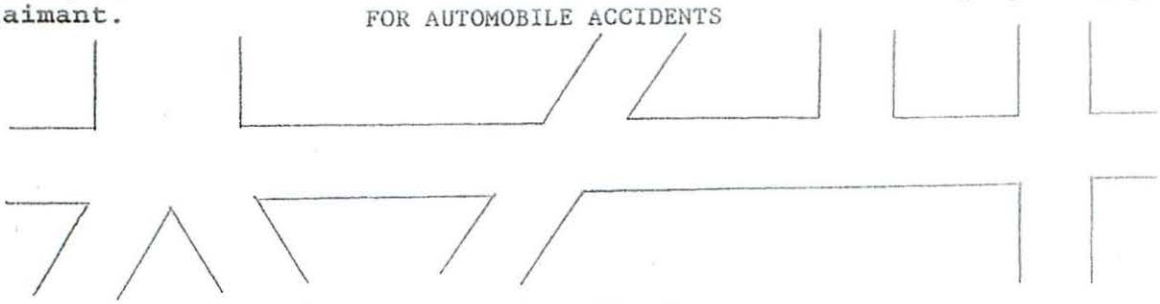
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: N/A

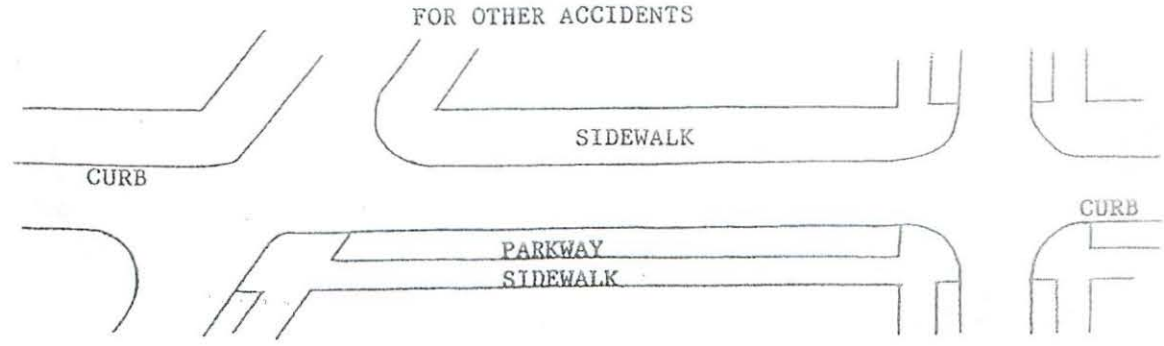
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Jena Benninghaus Date: Feb 20/2014

DATE RECEIVED 2-24-14

RECEIVED BY LS Schneider

CLAIM NO. 21-13

FEB 24 '14 AM 11:24

CLAIM

Claimant's Name: Jena + Tom Beninghaus

Claimant's Address: 1411 N. 28 St.
Sheboygan WI

Claimant's Phone No. 920-452-3385 HM
920-287-1332 Cell

Auto	$
Property	$ 2985.00
Personal Injury	$
Other (Specify below)	$
TOTAL	2985.00

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

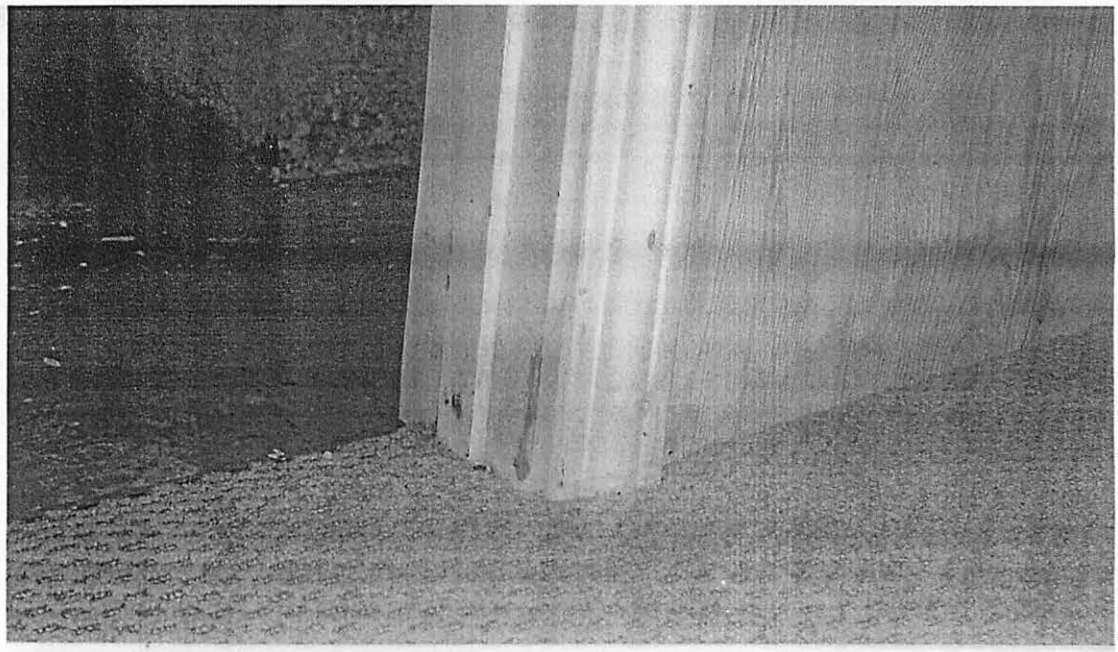
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

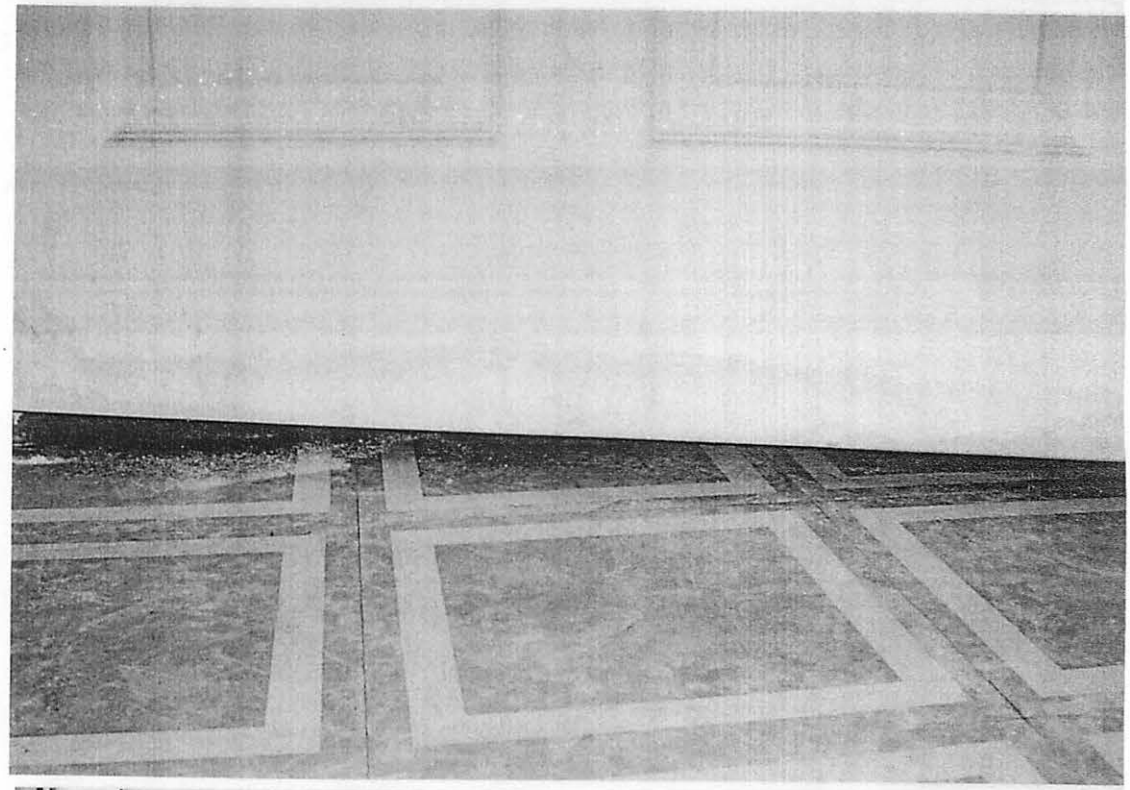
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 2985.00

SIGNED: Jena Beninghaus

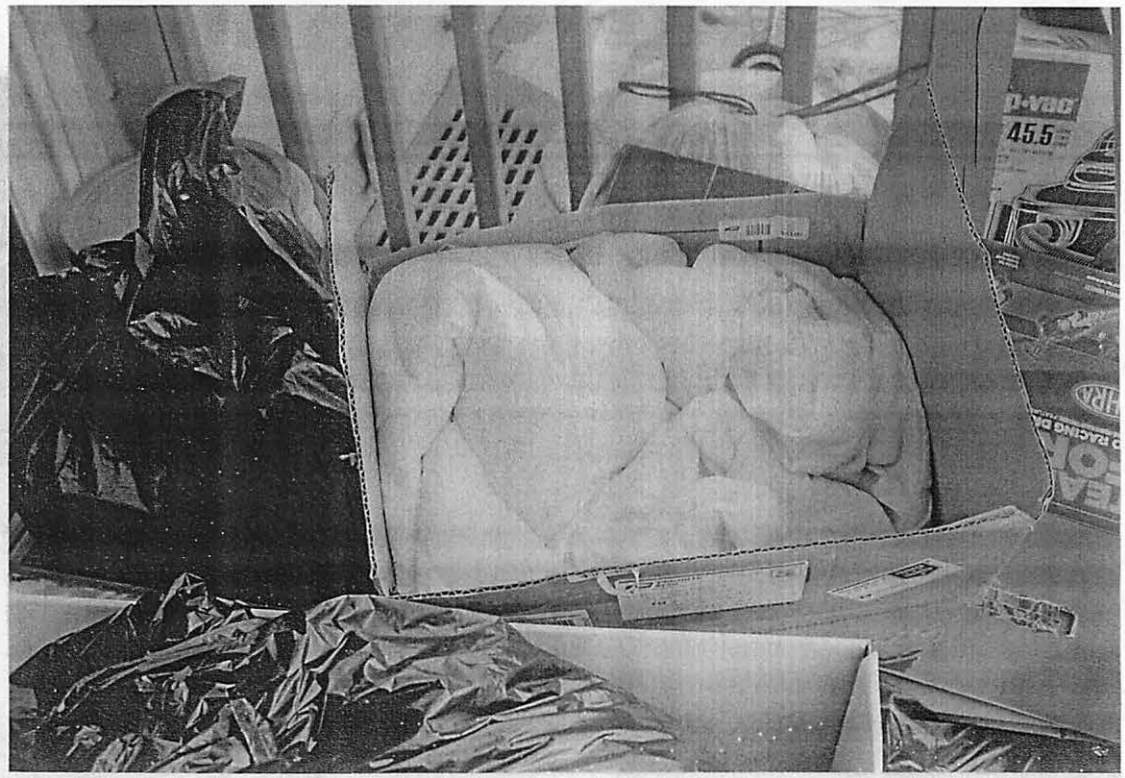
DATE: Feb 17/2014

ADDRESS: 1411 N. 28 St
Sheboygan WI. 53081






shop-vac
12 U.S. GALLONS
45.5 LITERS


45.5


Dirt Devil
Breeze
71900
Dirt Devil
POWER

Date of loss: Feb 1st. 2014

Basement of a duplex flooded with sewage. 1411 N. 28 St.

Pd. Then----------Would pay now

Padding and carpet $1500.			$ About the same for what we had.
Paneling	$	6x 11.50 sheet $69.	$ 87.00
Area through Rug	$	30.00	$ 35.00
Dehumidifier	$	100.00	$ 120.00
Humidifier	$	50.00	$ 50.00
Cleaning supplies Bleach, Mops, Trash Bags, Cloves			$ 40.0
Shop Vac			$ 50.00
Laundry Mat			$25.00
Shoes Tom			$50.00
Shoes Jena			$50.00
Rug Dr. Rent to for 1409 and 1411. 2 Days 39.00 X 2			$78.00
Removal of good. (City picked up two loads.)			
Tom's hours wkd. @ 1409 / 1411		20 x20.00	400.00
Jena's hours wkd @ 1409/1411		25 x20.00	500.00
			$2985.00

When we call to state we had a problem with sewage backing up into our basement, they said it would be about 1 to 1.5 hours till some one would be there.

After arriving they worked that afternoon and came back the next to days and worked as well.

It was stated to us that there had been a mineral deposit build up that caused the pipe to clog.

This is a duplex with a Single women at 1409, We removed all the liquid from her side as well, and removed her carpet pad and carpet, and her furnishing's. (We had to open the wall between the houses to be able to clean - so at this time the space is open with easy access.)

II

R. O. No. _____ - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting Form 990 - Return of Organization Exempt from Income Tax for the Sheboygan County Humane Society for year 2012.

Susan Richards

City Clerk

257000 06/06/2013 10:24 AM

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

◆ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No. 1545-0047

2012

Open to Public Inspection

A For the 2012 calendar year, or tax year beginning , and ending

B Check if applicable:
- [ ] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Terminated
- [ ] Amended return
- [ ] Application pending

C Name of organization: SHEBOYGAN COUNTY HUMANE SOCIETY

Doing Business As

Number and street (or P.O. box if mail is not delivered to street address): 3107 NORTH 20TH STREET | Room/suite

City, town or post office, state, and ZIP code: SHEBOYGAN WI 53083

D Employer identification number: 39-1050684

E Telephone number: 920-458-2012

G Gross receipts $ 1,294,307

F Name and address of principal officer:
DAVID QUASIUS
3107 NORTH 20TH STREET
SHEBOYGAN WI 53083

H(a) Is this a group return for affiliates? [ ] Yes [X] No

H(b) Are all affiliates included? [ ] Yes [ ] No
If "No," attach a list. (see instructions)

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) ◆ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ◆ WWW.MYSCHS.COM

H(c) Group exemption number ◆

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ◆

L Year of formation: 1963

M State of legal domicile: WI

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities:
THE PREVENTION OF CRUELTY TO ANIMALS, THE RELIEF OF SUFFERING AMONG ANIMALS, AND THE EXTENSION OF HUMANE EDUCATION.

2 Check this box ◆ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

PUBLIC INSPECTION COPY

3 Number of voting members of the governing body (Part VI, line 1a)	3	10
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	10
5 Total number of individuals employed in calendar year 2012 (Part V, line 2a)	5	20
6 Total number of volunteers (estimate if necessary)	6	188
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, line 34	7b	0

		Prior Year	Current Year
Revenue	8 Contributions and grants (Part VIII, line 1h)	463,360	345,289
	9 Program service revenue (Part VIII, line 2g)	258,762	229,241
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	-44,631	52,707
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	10,835	29,960
	12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	688,326	657,197
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	374,501	344,792
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b Total fundraising expenses (Part IX, column (D), line 25) ◆ 34,488		
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	260,562	221,460
	18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	635,063	566,252
	19 Revenue less expenses. Subtract line 18 from line 12	53,263	90,945
		Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	1,401,943	1,535,528
	21 Total liabilities (Part X, line 26)	40,495	36,530
	22 Net assets or fund balances. Subtract line 21 from line 20	1,361,448	1,498,998

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer | Date

DAVID QUASIUS VICE PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
ANN FREUND, CPA	Ann B. Freund	6/6/13		P00008943

Firm's name " HUBERTY & ASSOCIATES, S.C. | Firm's EIN " 39-1392227

Firm's address " 145 S MARR ST FOND DU LAC, WI 54935-4434 | Phone no. 920-923-8400

May the IRS discuss this return with the preparer shown above? (see instructions) [ ] Yes [ ] No

For Paperwork Reduction Act Notice, see the separate instructions.

DAA

II

R. O. No. ____ - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a request from the Department of Corrections on behalf of Timothy Elliot for a waiver to the Sex Offender Residency restrictions in order to live at a TLP at 1123/1125 N. 14th St. or 930A Michigan Ave.

Susan Richards

City Clerk

FEB 26 '14 PM 2:41

Date 2-26-14

My name is Department of Corrections on behalf of Timothy Elliot

I am requesting a waiver to the Sexual Residency Requirements so I may live at TLP - 1123/1125 N. 14th St. or 930-A Michigan Ave

Signature NR

Phone No contact person * Holly Rick (920) 459-6545

II

R. O. No. _____ - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a communication from Collin Kachel, Armory Foundation President making two requests of the Council:

- To enter into short term rent/lease agreement for the Armory through October 31, 2014 to start improving the appearance of the building
- To use the parking lot and grounds of the Armory on July 4, 2014 for a music and food venue called Taste of the 4th

Susan Richards
City Clerk

Requests to members of the Sheboygan Common Council

We are asking that the common council give the Armory Foundation a short term rent/lease agreement from GLASEC's vacancy through Oct 31st 2014. Allow us to start improving the appearance of this Iconic building instead of allowing it to be neglected for another year.

If another proposal plans on using the Auditorium they would be coming forward. If the city needs to use the building for the RFP process, it can be vacated. Our volunteers are lined up and would like start improving the condition of the building even if it is to be sold, razed or used for boat storage.

The quality of life in Sheboygan will increase for at least seven months and maybe for another 100 years. We could fail or the City might chooses another direction. The citizens can then be given the opportunity to drive by new condos, boat storage or an empty lot thereafter. A short term lease from GLASEC's vacancy to Oct 31st^{h} will also be a positive impact to our community, downtown businesses and tourism.

We already poured millions in concrete, try building the Armory again for under $20 million. We all know this, but as realists understand that when November rolls around the Council will likely vote unanimously for what the City planners decide. This seems inevitable. If someone does come along with similar aspirations we will be behind them 100%.

For now, allow the Sheboygan Auditorium to go peacefully. It can be enjoyed one last time. We believe the Council owes it to the Armory and the people who live in Sheboygan. Don't let this opportunity go to waste. You have nothing to lose.

Sincerely,

Collin Kachel The Armory Foundation President

The Armory Foundation: Preserve---Improve---Enjoy
www.thearmoryfoundation.com

LEASE AGREEMENT

BETWEEN

THE ARMORY FOUNDATION

AND

CITY OF SHEBOYGAN, WISCONSIN

THIS LEASE AGREEMENT is made and entered into by and between THE ARMORY FOUNDATION, Inc., a nonprofit corporation, and the City of Sheboygan,(hereinafter referred to as "THE ARMORY FOUNDATION" or "TENANT" Wisconsin, a municipal corporation (hereinafter referred to as "CITY" or "LANDLORD").

WITNESSETHs

WHEREAS, THE ARMORY FOUNDATION'S mission is to preserve and improve the Sheboygan Municipal Auditorium and Armory and to provide enjoyment in the Auditorium.

WHEREAS, the Sheboygan Auditorium is currently underutilized by the CITY and could be used by the Citizens and Visitors of Sheboygan.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein named, the CITY and THE ARMORY FOUNDATION mutually agree as follows:

ARTICLE I - TERM OF LEASE.

The CITY hereby agrees to lease to TENANT, and TENANT hereby agrees to lease from the CITY, from the date of GLASEC'S vacancy until the CITY takes action on the RFPS for the property known as the Sheboygan Armory, 516 Broughton Drive, Sheboygan, Wisconsin, legally described as.:

ALL THAT TRACT OF LAND BOUNDED AS FOLLOWS; ON THE NORTH BY CENTER AVE, ON THE EAST B YBROUGHTON DRIVE, ON THE SOUTH BY PENNSYLVANIA AVE., & ON THE WEST BY N. 4TH ST., WITH THE EXCEPTION OF THE PARKING LOT ON THE WEST 102 FEET THEREOF; SEC 23 T15N R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

Tax Parcel: Part of 112980

Map No.: 23417001

Hereinafter called the "Premises;" provided, however~ that the lease shall not include the following portions of the Premises, to which the CITY reserves the right of reasonable access:

a. The storage garages on the north and south sides of the lower level.

b. The storage room on the lower level identified as "City Hall and DPW Records Storage" on the attached Exhibit A-4 entitled "Armory-Basement."

ARTICLE II - CONSIDERATION.

The annual rent for the herein leased property shall be one and 00/100 ($1.00) dollar, payable to the CITY in advance each year.

ARTICLE III - USE.

The leased premises shall be used only for purposes in furtherance of the TENANT's mission. No other use shall be permitted without the prior written consent of the CITY, subject to and in compliance with all other provisions of this Lease.

TENANT shall comply with all federal, state, or local government laws, regulations, rules, codes or ordinances relating to the Premises and TENANT'S use thereof and to the building and TENANT's use thereof, including, without limitation, health, safety and building codes, the Americans With Disabilities Act and the Wisconsin Barrier-Free Design Act, and any permit or license requirements.

TENANT agrees: (1) to occupy and use the Premises in a safe and careful manner without permitting or committing waste; (ii) to keep any refuse in proper containers in the interior of the Premises until the same is removed; {iii} to heat and cool the Premises sufficiently to avoid damage to plumbing systems and structural components; and (iv) to permit no lien to attach to the Building or Premises.

ARTICLE IV - CONDITION OF PREMISES; IMPROVEMENTS TO LEASEHOLD.

The TENANT is hereby authorized to make improvements to the property for the benefit of its program{s}, shall be responsible for the upkeep and maintenance of the premises and property, including but not limited to janitorial, snow removal and lawn care services, and shall make arrangements and pay for its own utilities, including but not

limited to electricity, heat, water and sewer. Notwithstanding the above, during the original lease term, the CITY agrees: {a} to timely reimburse (within approximately 15 days after submittal to City Finance Department} TENANT in an amount not to exceed $25,000per year for TENANT's reasonable expenses for electricity, water, heat, and sewer attributable to the leased premises; and {b) to be responsible for snow removal from the public sidewalks surrounding the Premises.

Any TENANT proposed structural alterations, repairs or additions to the building presently on the premises shall be made known to the Director of the Department of Public Works prior to the undertaking of the same, for which his written approval shall be secured, along with all appropriate permits, prior to commencement of any such modifications by TENANT. All such work shall be effected in a good and worker like manner and in compliance with all legal requirements. All improvements to the premises shall revert to the CITY at the end of the term of this Lease.

The TENANT understands its responsibility is for normal maintenance of the premises, including regular cleaning and repairs. Should major repairs/replacements be required for normal occupancy, such as a furnace, plumbing, re-roofing, or other major items affecting the integrity of the building structure, these costs shall be borne by the CITY. TENANT shall make same known to the CITY via the Director of Public Works. The CITY shall, in its discretion, have the option to undertake such major repairs at its sole cost and expense, or terminate the Lease after providing TENANT at least 90 days advance notice. However, the CITY shall not be called upon to make any such repairs occasioned by the act or negligence of TENANT, TENANT'S agents, employees, licensees or contractors.

ARTICLE V - SUBLETTING.

No subletting of the premises or assignment of this Lease shall be permitted without the express written consent of the CITY.

ARTICLE VI - LANDLORDS RIGHTS.

CITY shall have the right to enter the Premises at all reasonable times upon reasonable notice to TENANT to make structural repairs or modifications as deemed necessary by the CITY and to access CITY'S storage areas in the basement. Any repairs or modifications by the CITY shall be done in such a manner as to minimize to the extent possible any interference with TENANT's use of the Premises. In the event of an emergency, the CITY may enter the Premises to repair or preserve the Premises without notice to TENANT.

LANDLORD shall at all times have and retain keys with which to unlock all of the doors in, upon or about the Premises, and LANDLORD shall have the right to use any and all means which the CITY may deem necessary or proper to open such doors in an emergency in order to obtain entry. If TENANT changes the locks or security service or security codes to any doors or windows in the Premises, TENANT shall immediately

provide the CITY with a key for each such new lock and the security service code(s). Any entry to the Premises shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, of TENANT.

ARTICLE VII - HOLD HARMLESS.

The TENANT agrees to indemnify and save the CITY harmless from any and all liability arising out of the TENANT'S use and occupancy of the herein leased property.

ARTICLE VIII - INSURANCE.

The TENANT agrees to furnish the CITY with insurance policies naming the City of Sheboygan as coinsured, covering public liability in amounts of not less than $500,000/$1,000,000and property damage for not less than $1,000,000.

The CITY agrees, at its expense, to continue to insure the building under the State' s Local Government Property Insurance Program during the term of the Lease to the extent the State's Program allows.

ARTICLE IX - DESTRUCTION OF PREMISES.

In the event the building or the demised premises is destroyed by fire or other casualty, or is partially destroyed so as to render it unfit for occupancy, then this Lease shall cease and terminate.

ARTICLE X - TERMINATION.

1) In the event this Lease for any reason whatsoever is canceled, terminated or not renewed at the end of the term herein stated, the TENANT shall not be entitled to any relocation costs, expenses or awards.

2) The CITY may terminate this Lease any time it is determined by resolution of its Common Council that public necessity and convenience require it to do so, by serving upon the TENANT a written notice of its election to so terminate; said notice shall be served at least ninety (90) days prior to the date in said notice named for such termination. Upon termination of this Lease by the CITY under this Section X.2 prior to the expiration of the initial term of this Lease, the CITY will reimburse the TENANT, on a pro rata basis, TENANT's costs of leasehold improvements to the building.

3) If, for any reason, the TENANT shall discontinue its program for which the property is herein leased, or it shall move to other facilities, this Lease shall forthwith terminate and the property and its use, including the right to immediate possession, shall revert to the CITY.

Request to members of the Sheboygan Common Council

We are asking to use the and parking lot and grounds of the Armory on July 4th 2014 for a music and food venue called Taste of the 4th

Sincerely,

Collin Kachel The Armory Foundation President

The Armory Foundation: Preserve---Improve---Enjoy
www.thearmoryfoundation.com

THE ARMORY FOUNDATION
PRESERVE IMPROVE ENJOY
CONTACT: THEARMORYFOUDNATION.COM

KICK START JULY 4TH 2014

II

R. O. No. ____- 13 -14. By PURCHASING AGENT. March 3, 2014.

Submitting a tabulation of the bids for the 2014 Sidewalk Replacement program as received in response to Bid #2370-14.

The Request for Bids solicitation was published in accordance with City of Sheboygan Ordinances as well as published electronically nationwide on QuestCDN.

Two Bids were received and reviewed

Sommer's Construction, Shiocton, WI.....$ 95,995.00

Klunck Masonry, Inc. Sheboygan, WI .....$ 71,763.00

Upon review, the low bid from Klunck Masonry, Inc., of Sheboygan meets or exceeds all of the stated requirements. It is recommended the contract be awarded to Klunck Masonry, Inc.

Respectfully submitted,

Bernard R. Rammer

II

R. O. No. ____ - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a communication from Dr. Warren Soeteber stating his support of the proposal for establishing a Sheboygan River Valley Conservancy on the former 177 acre Schuchardt Farm.

Susan Richards
City Clerk

February 22, 2014

Mayor Michael Vandersteen

City of Sheboygan

828 Center Avenue

Sheboygan, WI 53081

Dear Mayor Vandersteen:

I am completely in accord with the contents of the enclosed letter. It is hoped that the valued Schuchardt property can be retained as is without being damaged by the deleterious imposition of capitalism.

Sincerely,

Warren H. Soeteber

Dr. Warren H. Soeteber

2815 Windepoint court

Sheboygan, WI 53083

Enc. 2

Proposal for Establishing a Sheboygan River Valley Conservancy

February 6, 2014

Mayor Michael Vandersteen
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

Dear Mayor Vandersteen,

The former 177 acre Schuchardt Farm, purchased by the City, remains of high interest to local groups and citizens as a significant natural and cultural heritage feature. A request is made via this letter to discuss and work toward protecting the property as a conservancy to benefit our quality of life and local environment in Sheboygan.

This collective group of organizations and citizens proposes to partner with the City to protect the natural and cultural resources found on the property and provide a natural area for education and recreation – a benefit and legacy for future generations.

This proposal supports numerous investments that have been made in the past decade to protect resources on the property and the larger Sheboygan River corridor, specifically:

- Sheboygan River Basin Partnership investments of $65,000 in grants and 1000+ hours of volunteer time in studying and caring for Willow Creek.
- The Schuchardt Farms Conservation Plan of 2011, written for the City of Sheboygan and funded with $39,955 from the Wisconsin Department of Natural Resources, as part of the effort to restore fish and wildlife habitat in the Sheboygan River Area of Concern.
- More than $6.5M in Federal tax dollars to restore Sheboygan River fish and wildlife habitat, including an ecological assessment and approximately $80,000 toward controlling invasive plants on the property.
- More than $80M in private, City, County, State and Federal money to restore health to the corridor in which the property lies, the Sheboygan River Area of Concern.

From a natural resources perspective, this property provides:

- The last remaining large block of intact forest and wetland habitat in the lower Sheboygan River, crucial in restoring the Sheboygan River Area of Concern's resident and migrating fish and wildlife populations.
- A class II trout stream - Willow Creek, and the immediate watershed critical to the stream's quality. This stream is unique in that it is the ONLY stream on Lake Michigan's western shore known to support three species of naturally reproducing salmon and trout.
- Rare plant and animal species.
- Opportunities for habitat restoration benefiting a broad variety of wildlife species, but especially significant for migratory birds.
- Stormwater retention and groundwater recharge.

From a historic and cultural resources perspective, this property provides:

- Native American archeological and burial sites.
- 1850's railroad.
- Pathway of the Native American trail and original road from Sheboygan to Sheboygan Falls.
- Scenic vistas reminiscent of pre-settlement Sheboygan.
- Historic barn.

From an education and recreation resources perspective, this property provides opportunities to:

- Educate students, residents and visitors of all ages about native habitats and the wild plants and animals that live there.
- Enhance local nature-based recreation and wellness activities like cross country skiing, walking, hiking, jogging, and fishing.
- Provide a large, tranquil green space amid the hustle and bustle of the City and commercial activity.

We believe this proposal is in the best interest of City taxpayers, both short-term and long-term. It supports the tens of millions of dollars already invested to improve the health of our local Sheboygan environment and economy. It also compliments an improved quality of life for Sheboygan residents by providing an escape to a large natural area that is preserved and protected and is easily accessible for those living in the City – essential for the well-being of those who live here.

III

Res. No. _____ - 13 - 14. By Alderperson Hammond. March 3, 2014.

A RESOLUTION authorizing moving City of Sheboygan Wards 22 and 23 for all future elections to Good Shepherd Lutheran Church, 1614 S. 23rd St.

WHEREAS, Section 5.25(3), Wis. Stats, requires the governing body to establish polling places at least 30 days before the election, and Section 5.25(5)(c) authorizes the electors of more than one ward to vote at a single polling place.

RESOLVED: That the Common Council of the City of Sheboygan hereby designates Good Shepherd Lutheran Church, 1614 S. 23rd St., as the polling place for Wards 22 and 23 for all future elections.

BE IT FURTHER RESOLVED: That the City Clerk is directed to take any and all steps necessary to effectuate this resolution, including notification to all households in Wards 22 and 23.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 13 - 14. By Alderperson VanderWeele. March 3, 2014.

A RESOLUTION authorizing the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Taxicab Operator License No. 0235 (Heather L. Kroenke), and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Taxicab Operator License No. 0235 (Heather L. Kroenke), and authorizes payment for said services.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the City Attorney's Judgments & Settlement Expense Account No. 10119100-590400 in payment for said 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

Res. No. _____ - 13 - 14. By Alderperson Heidemann. March 3, 2014.

A RESOLUTION authorizing the proper City officials to accept the jurisdictional transfer of County Road LS within the County Highway System, to become a local City street.

WHEREAS, Wis. Stat. 83.025(1)(a) authorizes county boards to make deletions and additions in the County highway system when they deem that the public good is best served, and

WHEREAS, deletions and additions must be approved by the Wisconsin Department of Transportation and by the applicable City, Village, or Town in which the deletions or addition is proposed, and

WHEREAS, The City of Sheboygan, the Town of Sheboygan, and the Town of Mosel have exercised their statutory right to assume or relinquish (as applicable) jurisdiction of the foregoing portion of roadway;

RESOLVED: That by the adoption of this Resolution the following changes to the County highway system are made:

1. The removal of a portion of County Road "LS" commencing at Mayflower Avenue to Eisner Avenue effective upon completion of reconstruction in 2016, or later if unexpected delays are incurred;
2. The removal of a portion of County Road "LS" commencing at Eisner Avenue to Jay Road;
3. The removal of a portion of County Road "LS" commencing at Jay Road to Playbird Road;
4. The removal of a portion of County Road "LS" commencing at Playbird Road to the Sheboygan County/Manitowoc County line;
5. Vacating a portion of County Road "LS" between Playbird Road and to the Sheboygan County/Manitowoc County line as depicted on Exhibit A attached hereto, a copy of which is on file with the County Clerk;
6. The addition of a portion of Dairyland Drive from the Town of Sheboygan from State Highway 42 to Playbird Road as part of the County highway system, and
7. The addition of a portion of Dairyland Drive from the Town of Mosel from Playbird Road to the Sheboygan County/Manitowoc County line as part of the County highway system.

BE IT FURTHER RESOLVED: That these highway changes shall be undertaken as part of the County Road "LS" Relocation intergovernmental Cooperative Agreements, copies of which are on file in the office of the City Clerk, and which the Mayor and City Clerk are authorized to sign.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 13 - 14. By Alderpersons Bohren, Belanger, Pentico and Hermann. March 3, 2014.

A RESOLUTION authorizing the appropriate City Officials to enter into agreement with the Mid-Lake Softball Organization, Inc., for operation and management of the Wildwood Softball Complex for the 2014 softball season.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the Agreement between the Mid-Lake Softball Organization, Inc. and the City of Sheboygan for the period ending October 15, 2014, a copy of which is attached hereto and incorporated herein.

_____

_____

_____

_____

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

AGREEMENT BETWEEN THE MID-LAKE SOFTBALL ORGANIZATION, INC. AND THE CITY OF SHEBOYGAN

THIS AGREEMENT, hereinafter referred to as the "Agreement," made as of the _____ day of _____, 2014, by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin, hereinafter referred to as the "City", and the Mid-Lake Softball Organization, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the "MLSO."

RECITALS

A. The City owns the public recreational facility commonly known as the Wildwood Softball Complex along New Jersey Avenue in Sheboygan. The recreational facilities on the south side of New Jersey Avenue have for many years been improved and devoted to softball.

B. Given the economic pressures on municipalities to operate with ever-increasing expenses and decreasing budgets, the City finds, and the MLSO recognizes, that despite the popularity of some recreational pursuits, without private organizations shouldering the majority of the load, such activities and facilities cannot continue to be provided as in previous years.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the MLSO agrees to operate and manage the softball facilities at the City's Wildwood Softball Complex during the term of this Agreement.

2. The MLSO shall provide or make arrangements for provision of the following services during the term of this Agreement, all at no cost to the City:

(a) Contribute time, effort and monies toward the improvement of City softball facilities and in management, scheduling and operation of organized MLSO league and tournament play.

(b) Manage and operate all aspects of the softball facilities at the Wildwood Softball Complex, including, without limitation, administration, maintenance, staffing, concessions, reservations, and day-to-day operations, including responsibility for all day-to-day expenses and normal maintenance involved with operations. Such services include, but are not limited to, ballfield leveling, grooming, grass cutting other than once a week, all grass trimming and more.

(c) Undertake or provide, at the MLSO's expense, for the removal of such items, equipment or otherwise, as may be brought upon the premises of the Wildwood Softball Complex by and/or through the action or inaction, direct or indirect, of the MLSO determined by the Public Works Committee of the Common Council of the City to be inconsistent with or contrary to any existing or later enacted rules, regulations, conditions and/or laws governing the acquisition, maintenance, operation and/or use of the Wildwood Softball Complex.

(d) The MLSO shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the premises of the Wildwood Softball Complex, and shall limit the sale of fermented malt beverages, to be served only in paper or plastic cups, plastic bottles or cans, to only those times when softball tournament activities, league play or exhibition events are taking place at the Wildwood Softball Complex.

(e) The MLSO shall utilize their best efforts to return to the City, before the end of the term of this Agreement, twenty (20%) percent or more of the gross revenues from MLSO's operation of the Wildwood Softball Complex during 2014, which said funds shall be held by the City for use exclusively for softball facility improvements as approved by the City.

3. Subject to Section 2(e) above, the City agrees that the MLSO may have use of the Wildwood Softball Complex at no charge during the softball season for the purpose of softball

activities which shall include appropriate practice sessions, league games and MLSO sponsored tournaments; exclusive concession rights for food and drink at the Wildwood Softball Complex during such time as the said Complex is open and being used for MLSO sponsored softball activities, and the right to charge other designated teams, organizations and clubs a fee for the use of the concession stand and equipment designated by the MLSO according to the predetermined and Common Council approved fee schedule in effect at the time of said use.

4. At the commencement of this Agreement, the City shall provide MLSO the use of the following ballfield grooming, lawn mowing and miscellaneous equipment that has traditionally been kept at the Wildwood Softball Complex:

1 Smithco ball diamond groomer
1 string trimmer
1 grease gun
14 existing picnic tables at the softball complex
1 fryer
Garbage cans

All maintenance, repair and replacement of this equipment shall be the responsibility of the MLSO.

5. During the term of this Agreement, the City will provide the following services and supplies for the Wildwood Softball Complex:

(a) The City will provide the MLSO with use of the existing storage garage at the Softball Complex and use of one City Public Works Department dumpster. The City agrees to provide garbage collection services, but limited to the City's normal collection schedule only;

(b) Mowing of playing fields once per week;

(c) Restroom supplies of toilet paper and hand towels;

(d) Playground maintenance to remain compliant with current standards; and

(e) Tree trimming as needed to correct hazards and eliminate impediments to softball games.

6. During the term of this Agreement, the following services will not be provided by the City and shall be the responsibility of the MLSO:

(a) Gas, oil, grease or any maintenance, repair or replacement of equipment;

(b) String trimmer string;

(c) Garbage bags;

(d) Flags;

(e) Sanitary napkins/tampons;

(f) Plumbing and electrical repairs and maintenance;

(g) Ballfield supplies, such as Diamond Mix, Turface, chalk, etc.;

(h) Waterline and sprinkler maintenance;

(i) Snow plowing;

(j) Provision of hand tools;

(k) Grooming work, including but not limited to mowing of fields more than once a week, grass and weed trimming, lawn rolling, infield and warning track grading, etc.;

(l) Maintenance and repair of all existing facilities, including but not limited to scoreboards, fencing, lighting (including bulb replacement), fields, bleachers, dugouts, concession stands, except as otherwise provided in this Agreement; and

(m) Electricity for the concession stand building.

7. Improvements/Modifications to Wildwood Softball Complex by MLSO. Any park improvements or modification projects planned to be performed, contracted for or supervised by the MLSO shall be submitted in writing to the City in advance for approval. Proposals shall contain a description of the planned project and be accompanied by drawings appropriate for the scale of the project, along with a funding plan outlining the project

expenses and sources of funding. MLSO shall be responsible for obtaining all required permits and inspections, and pay all associated fees. Any such approved park improvements or modifications to the Wildwood Softball Complex shall be free and clear of all liens and encumbrances and shall attach to the real estate and become the property of the City. All funding from MLSO's gross revenues from operations of the Wildwood Softball Complex expended for such approved park improvements or modifications shall be applied toward MLSO's financial goal set forth in Section 2(e) above.

8. MLSO shall, prior to the end of the term of the Agreement, present to the City all of MLSO's books and accounting records for purposes of review and analysis, which such books and records shall be returned by the City to the MLSO upon completion of the City's review. In addition, MLSO shall submit its 2014 CPA audited financial statements to the City for review on or before January 2, 2015, and prior to the effective date of any similar agreement between the parties for the 2015 softball season.

9. The MLSO shall not knowingly discriminate against:

(a) Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as MLSO League play and/or MLSO sponsored softball tournaments and/or MLSO activities are concerned.

(b) Any organized softball club or clubs within the City in such a manner as to place upon such club or clubs conditions or costs that are inconsistent with City of Sheboygan approved rules, regulations and fee schedules at the Wildwood Softball Complex.

(c) Any individual who attends as either a participant or spectator at any MLSO sponsored softball activities at the Wildwood Softball Complex or any other City ballfields.

10. The MLSO agrees that membership in the MLSO shall remain open to all residents of the City of Sheboygan.

11. The MLSO agrees to abide by all rules, regulations, ordinances and resolutions as shall be established for the operation, maintenance and use of the Wildwood Softball Complex.

12. The MLSO shall save the City of Sheboygan harmless from any liability by reason of injury to any person or persons, or damage to property of any person or persons, arising out of the MLSO's activities, actions and/or services at the Wildwood Softball Complex, and agrees that it will carry indemnity insurance as against said liability in the sum of not less than Two Million ($2,000,000) dollars, naming the City of Sheboygan as additional insured, and will cause to be filed with the City proof of such insurance.

13. The MLSO agrees that during the term of this Agreement it will provide for its board of directors to be comprised of not less than two (2) representatives of the City, as non-voting members.

14. The MLSO agrees that during the term of this Agreement its Treasurer or other officer responsible for the custody and control of MLSO's finances shall maintain a fidelity bond sufficient in amount to protect the MLSO from loss by reason of acts of fraud or dishonesty on the part of the treasurer directly or through connivance with others. MLSO shall file with the City evidence of compliance with this provision.

15. Term. This Agreement shall be in force and in effect commencing with the date of this Agreement and ending October 15, 2014.

16. Termination. This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. This Agreement may be terminated by either party without cause upon ninety (90) days advance written notice to the other party. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

17. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to

the benefit of the Parties, their permitted successors and assigns.

18. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Paragraph 17. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

19. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

20. Amendment. This Agreement may be amended only by a writing signed by both Parties.

21. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both Parties.

22. Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

23. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof, or any ruling, decision or order of a state or federal court or arbitrator with appropriate jurisdiction.

24. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

25. Counterparts. This Agreement may be executed in two or more counterparts and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MID-LAKE SOFTBALL ORGANIZATION, INC.

By: _____

Date: _____

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen
Mayor

Date: _____

ATTEST:

_____
Susan Richards
City Clerk

Date: _____

III

Res. No. ____ - 13 - 14. By Alderperson Heidemann. March 3, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement of concrete sidewalks throughout the City of Sheboygan as identified by the Engineering Department.

WHEREAS: The Engineering Department issues bids on an annual basis for the replacement of concrete sidewalks throughout the city and;

WHEREAS: The Engineering Department has solicited and received bids for approximately 15,000 square feet of sidewalks throughout the City under Request for Bids # 2370-14 and;

WHEREAS: Said improvements will allow the city to maintain its sidewalks in a condition that is both safe and acceptable condition to the taxpayers and:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Klunck Masonry, Inc., of Sheboygan in the amount of $71,763.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Capital Fund-Sidewalks Account #40033190-631300 in payment of same.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 13 - 14. By Alderperson Heidemann. March 3, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Clear Energy Brokerage & Consulting, LLC for brokerage services with respect to Renewable Energy Credits from the Wastewater Treatment Plant;

WHEREAS: The City owns and operates the Sheboygan Regional Wastewater Treatment Plant ("WWTP"); and

WHEREAS: The City desires to contract with Clear Energy Brokerage & Consulting, LLC from the City WWTP.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Brokerage Services Agreement with Clear Energy Brokerage & Consulting, LLC for brokerage services with respect to Renewable Energy Credits from the City Wastewater Treatment Plant.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 13 - 14. By Alderperson Carlson. March 3, 2014.

A RESOLUTION opposing the construction of a Nuclear Waste Repository in the Great Lakes Basin.

WHEREAS, Ontario Power Generation is proposing to construct an underground long-term burial facility for all of Ontario Canada's low and intermediate level radioactive nuclear waste at the Bruce Nuclear Generating Station, some of which is highly radioactive and will remain toxic for over 100,000 years. This site is less than one mile inland from the shore of Lake Huron and approximately 440 yards below the lake level; and

WHEREAS, water is North America's most important resource and should be protected and managed prudently; and

WHEREAS, the Great Lakes are an irreplaceable natural resource, containing 21% of the world's, and 95% of North America's, fresh water vital to human and environmental health; and

WHEREAS, the Great Lakes are vital to the economic and agricultural well-being to both Canada and the United States of America; and

WHEREAS, Lake Huron and the connecting waters are a source of drinking water for millions of people downstream in Canada, the United States of America and First Nations; and

WHEREAS, Lake Michigan and Lake Huron are interconnected and considered a single lake from a hydrology perspective because their waters move in either direction. For this reason, any contamination resulting from a leaking nuclear waste repository located on Lake Huron could affect Lake Michigan's waters, the source of drinking water for Sheboygan's residents; and

WHEREAS, concern has been expressed by individuals, citizen and environmental groups and municipalities and counties in both Canada and the United States; and

WHEREAS, under the *2012 Protocol Amending the Agreement Between Canada and the United States of America on Great Lakes Water Quality,* the governments of Canada and the United States acknowledge the importance of anticipating, preventing and responding to threats to the waters of the Great Lakes; and

WHEREAS, the Governments of Canada and of the United States share a responsibility and an obligation to protect the Great Lakes from contamination from various sources of pollution, including the leakage of nuclear waste from an underground nuclear waste repository; and

WHEREAS, placing a permanent nuclear waste burial facility so close to the Great Lakes is ill-advised. The potential damage to the Great Lakes from

any leak or breach of radioactivity far outweighs any suggested economic benefit that might be derived from burying radioactive nuclear waste at this site. The ecology of the Great Lakes, valuable beyond measure to the health and economic well-being of the entire region, should not be placed at risk by storing radioactive nuclear waste underground so close to the shoreline.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, in order to protect the Great Lakes and its tributaries, urges that neither this proposed nuclear waste repository at the Bruce Nuclear Generating Station nor any other underground nuclear waste repository be constructed in the Great Lakes Basin, in Canada, the United States, or any First Nation property.

BE IT FURTHER RESOLVED: That the City of Sheboygan urges the Government of Canada and the Government of Ontario to reject (and seek alternatives to) Ontario Power Generation's proposal to bury radioactive nuclear waste in the Great Lakes Basin.

BE IT FURTHER RESOLVED: That copies of this resolution be provided to Ontario Premier Kathleen Wynne, Canada's Prime Minister Stephen Harper, Canada's Federal Minister of the Environment Leona Aglukkaq, Wisconsin Governor Scott Walker, U.S. Senators Ron Johnson and Tammy Baldwin, U.S. Representative Thomas Petri, State Senator Joseph Leibham, and State representatives Steve Kestell and Mike Endsley, as well as Joint Review Panel Deep Geological Repository for Low and Intermediate Level Radioactive Waste Case Reference Number 17520, Panel Co-Manager, Ms. Debra Myles.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 13 - 14. By PUBLIC WORKS. March 3, 2014.

Your Committee to whom was referred Res. No. 133-13-14 by Alderperson Heidemann authorizing entering into an Intergovernmental Cooperative Agreement between the City of Sheboygan, Town of Sheboygan, and County of Sheboygan, for the County Road LS relocation; recommends that the Resolution be passed with the attached amended agreement and a memo from the City Engineer regarding cost sharing figures.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.3

Res. No. 133 - 13 - 14. By Alderperson Heidemann. February 3, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement between the City of Sheboygan, Town of Sheboygan, and County of Sheboygan, for the County Road LS relocation.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the Intergovernmental Cooperative Agreement between the City of Sheboygan, Town of Sheboygan, and County of Sheboygan, for the County Road LS relocation, a copy of which is attached hereto and incorporated herein.

Pub Wks. approve. Res amending the agmt re: cost sharing figures presented in the attached memo fr. the City Engineer

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

COUNTY ROAD "LS" RELOCATION
INTERGOVERNMENTAL COOPERATIVE AGREEMENT
(City of Sheboygan - Town of Sheboygan - County of Sheboygan)

1. PARTIES. The parties to this Agreement are the **CITY OF SHEBOYGAN** (City), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; the **TOWN OF SHEBOYGAN** (Town), a municipal corporation with offices at 1512 North 40th Street, Sheboygan, Wisconsin 53081; and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. PURPOSE. It is necessary for safety reasons to relocate the path of County Road "LS." This will require removals from and additions to the county highway systems by Sheboygan County and Manitowoc County and removals from and additions to the street and road systems of the City of Sheboygan, the Towns of Sheboygan, Mosel and Centerville, and the Village of Cleveland, all as required under Wis. Stat. § 83.025. All of these transactions will require the coordination and the cooperation of the impacted communities and the adoption of jurisdictional transfer resolutions by their governing bodies. This Agreement is intended to memorialize the terms and conditions under which City, Town, Village, and County will be adopting their respective resolutions under Wis. Stat. § 83.025 to accomplish the relocations.

3. EFFECTIVE DATE. This Agreement shall become effective on the last date that the governing body of the last impacted community listed in Paragraph 2 adopts its resolution under Wis. Stat. § 83.025 and the provisions of all the jurisdictional transfer resolutions are approved by the Wisconsin Department of Transportation.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation.

5. RESPONSIBILITIES OF COUNTY.

A. In the spring of 2014, County shall pulverize and pave County Road "LS" from Eisner Avenue to Playbird Road and improve the surface of the bridge over the Pigeon River at County's cost in a manner satisfactory to City and Town

for the respective portions of current County Road "LS" within their boundaries.

B. County shall adopt a Resolution in a form similar to Exhibit A removing County Road "LS" from Mayflower Avenue to Playbird Road from the county highway system.

C. Thereafter, County shall relinquish to City and Town, respectively, that portion of transportation aids that it may subsequently receive from County Road "LS" from Mayflower Avenue to Playbird Road lying within the City's and Town's respective boundaries.

D. By December 31, 2015, City will choose to either require County to pulverize and pave County Road "LS" from Mayflower Avenue to Eisner Avenue at County's cost in a manner satisfactory to City and Town for their respective portions, or City will choose to engage in a complete reconstruction of current County Road "LS" from Mayflower Avenue to Eisner Avenue to a 36 foot wide concrete paved City-standard roadway with curb and gutter with County contributing to the reconstruction project. The County's contribution will be to the concrete paving (including curb and gutter) portion of the project. County may fulfill its contribution by providing the labor and materials for that portion of the project, to City's satisfaction, regardless of the ultimate expense to County. Alternatively, County may make a cash contribution of $600,000 to City for that portion of the project, regardless of the ultimate expense to City for that portion.

The phrase "the concrete paving portion of the project" as used in this Paragraph 5.D. shall include all of the following: removal of existing asphalt/concrete pavement; removal of the existing subgrade to proposed finished subgrade elevation as specified in the construction plans; placement of aggregate base course on finished subgrade to proposed grade as specified in the construction plans; placement of concrete pavement and curb and gutter on the finished aggregate base course as specified in the construction plans; removal and replacement of all abutting side street removal limits so these entities match the elevation of the new concrete; removal and replacement of all abutting driveway aprons/parking lot removal limits so these entities match the elevation of the new concrete pavement as specified in the construction plans; and backfilling behind the new curb elevation with 4" of

topsoil, seed and mulch, and grading of the topsoil to match existing elevations.

Work shall be completed within 12 months of City's choice, or later if unexpected delays are incurred. Upon the completion of the chosen roadwork, the jurisdictional transfers from County Road "LS" from Mayflower Avenue to Eisner Avenue from County to City and Town respectively, as contemplated in Paragraphs 5.B., 6.A. and 7.A. of this Agreement shall take effect and the relinquishment of transportation aids from County Road "LS" from Mayflower Avenue to Eisner Avenue from County to City and Town respectively, as contemplated in Paragraphs 5.C., 6.B. and 7.B. shall take effect.

E. County shall adopt a Resolution in a form similar to Exhibit A to add the current Dairyland Drive from Highway 42 to Playbird Road as part of the county highway system.

F. County shall receive any transportation aids which may be available for the current Dairyland Drive from State Highway 42 to Playbird Road.

G. County shall maintain and plow the current Dairyland Drive from State Highway 42 to Playbird Road.

H. County shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required as a result of adding the current Dairyland Drive from State Highway 42 to Playbird Road to the county highway system.

I. County shall deed by Quit Claim Deed to Town the wayside area depicted on the map attached hereto as Exhibit D.

J. County shall pave, at County's costs in a manner satisfactory to Town, the current gravel turnaround on the wayside area depicted on the map attached hereto as Exhibit D.

6. RESPONSIBILITIES OF CITY.

A. City shall adopt a Resolution in a form similar to Exhibit B to add those City portions of current County

Road "LS" from Mayflower Avenue to Playbird Road to the city street system.

B. City shall receive any transportation aids which may be available for those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the city street system.

C. Thereafter, City shall maintain and plow those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the city street system.

D. City shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required as to those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the city street system. The current County Road "LS" from Eisner Avenue to Playbird Road shall be known as "Lakeshore Road". The current County Road "LS" from Mayflower Avenue to Eisner Avenue shall be known as "North 15th Street".

E. In the event the City decides to engage in a complete reconstruction of current County Road "LS" from Mayflower Avenue to Eisner Avenue as set forth in Sec. 5.D. above, City shall not seek financial participation by the Town for said reconstruction, provided the Town grants to the City all approvals, permits, etc. at no cost to the City, as are necessary to engage in the reconstruction within the Town's boundaries. Any additional or alternate construction or utility work requested by the Town would be at Town's expense.

7. RESPONSIBILITIES OF TOWN.

A. Town shall adopt a Resolution in a form similar to Exhibit C to add those Town portions of current County Road "LS" from Mayflower Avenue to Playbird Road to the town road system.

B. Town shall receive any transportation aids which may be available to those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the town road system.

C. Thereafter, Town shall maintain and plow those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the town road system.

D. Town shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required as to those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the town road system. The current County Road "LS" from Eisner Avenue to Playbird Road shall be known as "Lakeshore Road". The current County Road "LS" from Mayflower Avenue to Eisner Avenue shall be known as "North 15th Street".

E. Town shall adopt a Resolution in a form similar to Exhibit C removing Dairyland Drive from State Highway 42 to Playbird Road from the town road system.

F. In the spring of 2014, County, at Town's cost, shall be responsible to rubbelize, gravel and pave Dairyland Drive from State Highway 42 to Playbird Road in compliance with applicable Wisconsin Department of Transportation grant conditions.

G. Town shall relinquish to County all transportation aids that it may hereafter receive for Dairyland Drive from State Highway 42 to Playbird Road.

H. Town shall cooperate with County in implementing any street name changes, street sign changes, or address changes that may be required.

I. In the event the City decides to engage in a complete reconstruction of current County Road "LS" from Mayflower Avenue to Eisner Avenue as set forth in Sec. 5.D. above, the Town agrees to grant to the City all approvals, permits, etc., at no cost to the City, as are necessary to engage in the reconstruction within the Town's boundaries, provided the City seeks no financial participation from the Town for said reconstruction. Any additional or alternate construction or utility work requested by the Town would be at Town's expense.

8. CITY/TOWN COOPERATION. In the event City or Town decide to engage in a complete reconstruction of current County Road "LS" from Mayflower Avenue to Jay Road, or any portion thereof, that party agrees that it will endeavor to communicate

its intentions to the other party within 18 months prior to the reconstruction and the other party may communicate back its desire to meet and discuss possible cooperation on that project or modifications to the project that may be in both parties' interests.

9. 2013 WISCONSIN ACT 49. This Agreement is intended to be part of the process for implementation of 2013 Wisconsin Act 49 and it is to be interpreted consistent with the goals and objectives of 2013 Wisconsin Act 49. Any funds required to be transferred hereunder shall be transferred as soon as practical based on when work was performed and when funds were received. Any State funds to be expended hereunder are to be expended in the manner required by 2013 Wisconsin Act 49.

10. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. City, Town, and County agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the state Circuit Court does not have jurisdiction over a matter in dispute.

11. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from cause beyond such party's reasonable control.

12. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with

the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

13. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

TOWN OF SHEBOYGAN

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

SHEBOYGAN COUNTY

By:_____ _____
County Board Chairperson Date Signed

By:_____ _____
County Clerk Date Signed

Agmts/LS Relocation-2-28-14

Memo

To: David Biebel

From: Ryan J. Sazama, P.E., AIA
City Engineer

Date: February 25, 2014

Re: Lakeshore Road Reconstruction
Eisner Avenue to Mayflower Avenue
Sheboygan, WI

Listed below are the estimated labor and material costs associated with the reconstruction of Lakeshore Road from Eisner Avenue to Mayflower Avenue.

Design and Inspection		Costs Shared
Preliminary Surveying	$ 4,000.00	City
Engineering Design and CAD Design	17,000.00	City
Construction Staking	4,000.00	City
Site Inspection	13,000.00	City
Total Design and Inspection	$38,000.00	
Construction (Materials and Labor)		
Concrete Paving with Curb and Gutter	$600,000.00	County
Storm Sewer	150,000.00	City
Sanitary Sewer	75,000.00	City
Watermain	50,000.00	Water Utility
Sidewalks	120,000.00	City
Street Lighting	125,000.00	City
Total Construction	$1,120,000.00	

cc: Jim Amodeo, City Administrator
Michael Vandersteen, Mayor
Greg Schnell, Transportation Director, Sheboygan County
Ed Harvey, Surveyor/Highway Engineer, Sheboygan County

Municipal Service Building
2026 New Jersey Avenue
Sheboygan, WI 53081
Phone: (920) 459-3440
ryan.sazama@sheboyganwi.gov

3.6 8.1

R. O. No. 231 - 13 - 14. By CITY PLAN COMMISSION. January 20, 2014.

Your Commission to whom was referred Gen. Ord. No. 48-13-14 by Ald. Thiel and Lewandoske and R.O. No. 207-13-14 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of property located at 1539 N. 33rd Place from (UR-12) Urban Residential to SO Suburban Office; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 14, 2014, and after due consideration, recommends approval of the General Ordinance and Report of Officer.

Hammond / Carlson
Lies over
to Feb 17th

Acc & file
Ord pass

Director of Planning & Development

X

6.1

Gen. Ord. No. 48 - 13 - 14. By Alderpersons Thiel and Lewandoske.
December 16, 2013.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1539 N. 33rd Pl. from Class UR Urban Residential to Class SO Suburban Office Classification.

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

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

Property located at 1539 N. 33rd Pl.

Section 16, T15N, R23E. Lot 1 of a C.S.M. recorded in Volume 11, Page 222 of Certified survey maps and Lot 5 of a C.S.M. recorded in Volume 11, Page 38 of Certified Survey Maps. Both being in the SE ¼ of the SW ¼ of Section 16, T15N, R23E in the City of Sheboygan, Sheboygan County, WI.

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

City Plan Approve

Scott Lewandoske

Betty A. [illegible]

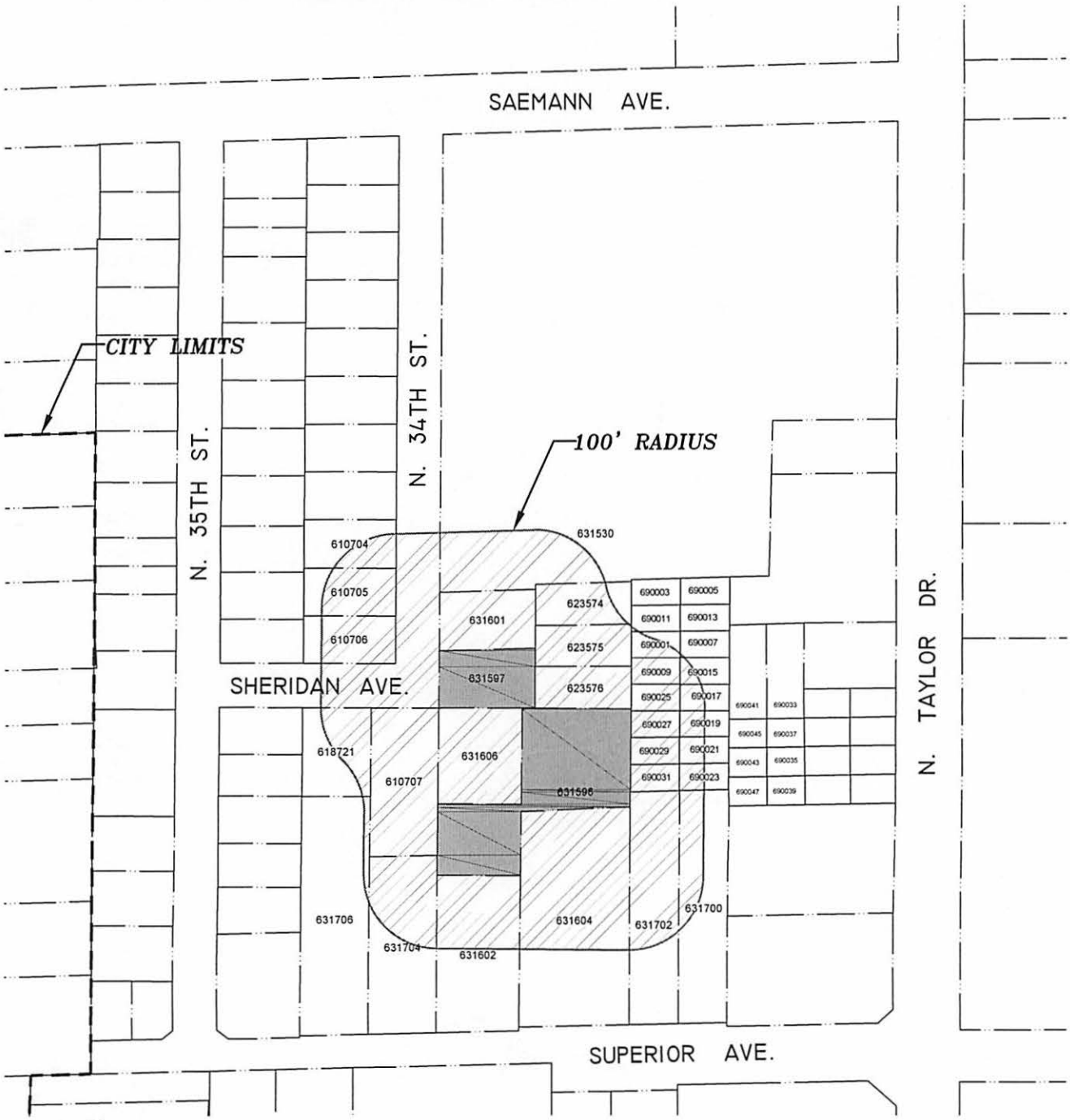
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM UR TO SO
FOR AW REAL ESTATE LLC
SECTION 16, T. 15 N., R. 23 E.

LOT 1 OF A C.S.M. RECORDED IN VOLUME 11, PAGE 222 OF CERTIFIED SURVEY MAPS AND LOT 5 OF A C.S.M. RECORDED IN VOLUME 11, PAGE 38 OF CERTIFIED SURVEY MAPS. BOTH BEING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WI.

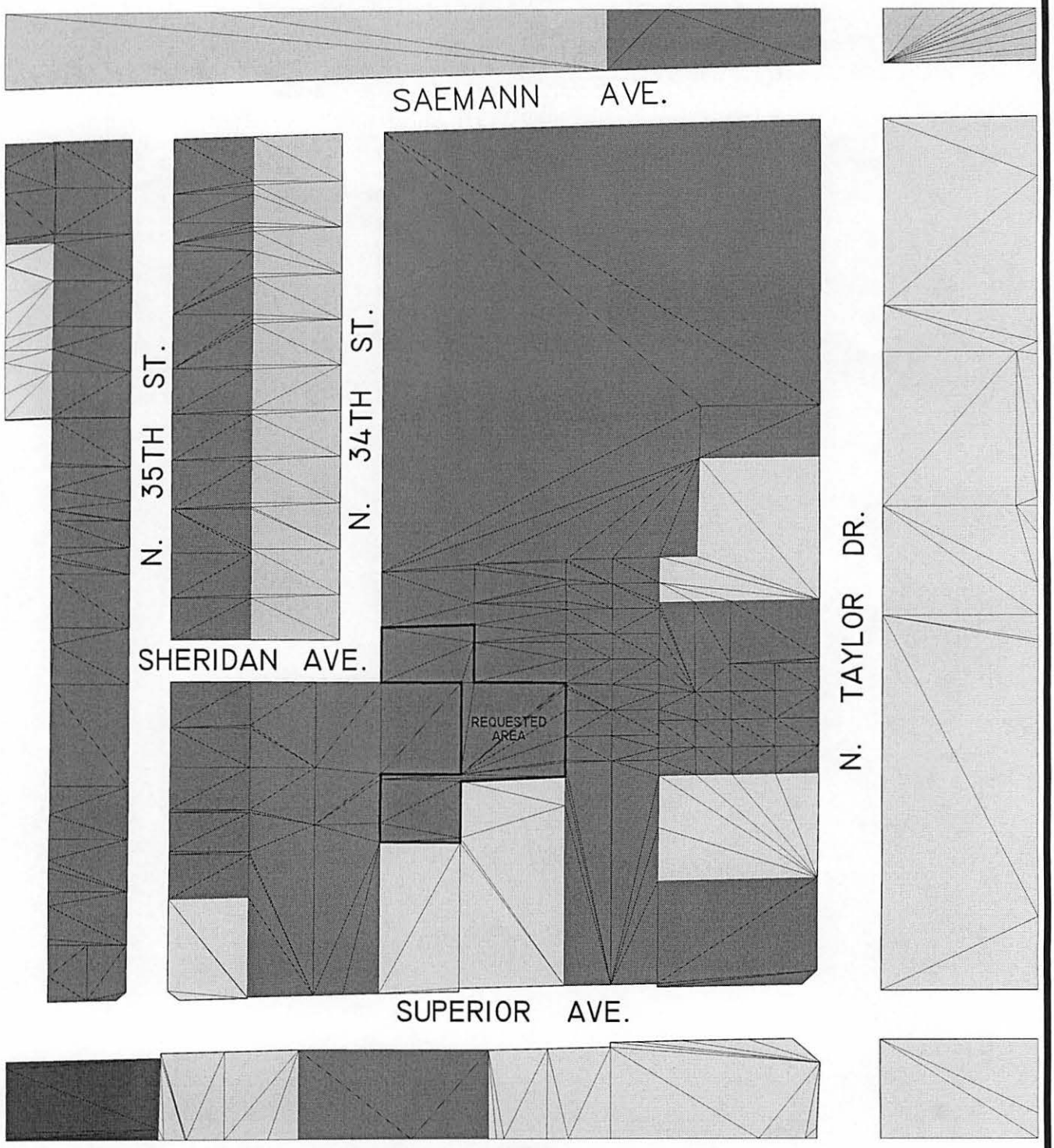


City of Sheboygan
spirit on the lake

0 200' 400'

PROPOSED ZONING CHANGE APPLICATION FOR AW REAL ESTATE LLC

ZONING MAP OF SURROUNDING AREA



UR - URBAN RESIDENTIAL

SC - SUBURBAN COMMERCIAL

SR-5 - SUBURBAN RESIDENTIAL 5

UC - URBAN COMMERCIAL

SO - SUBURBAN OFFICE

City of Sheboygan
spirit on the lake

SCALE 1" = 200'
DECEMBER 10,2013

N
W E
S

II

3.2

R. O. No. 207 - 13 - 14. By CITY CLERK. December 16, 2013.

Submitting an application from AW Real Estate for a change in the zoning classification of property located at 1539 N. 33rd Pl. from Class UR Urban Residential to Class SO Suburban Office Classification.

City Plan
Ac & File

Susan Richards
City Clerk

Date: 12-10-13

Ref: Zoning Change Request from (UR)Urban Residential to (SO) Suburban Office.

Location: 1539 N 33rd Place, Sheboygan, WI

My name is Carl Amundsen and I am one half owner of AW Real Estate, llc. We have owned this property just about 13 yrs now. This property was purchased from Aurora Health Care as an investment property and leased back to them until the middle of 2012. Aurora used the building as executive offices. The building was empty for approximately one year.

In June 2013, we leased approximately one half the building to National Motorsports Services, Inc. for their office operations only. Upon filing for a Sign Permit we were informed the property was zoned Urban Residential. At that point we were advised that we were in violation of the zoning code and we needed to apply for a Special Use approval. That was approved and completed in November, 2013. In addition, Steve Sokolowski advised us to apply for a zoning change to (SO)Suburban Office.

We believe the zoning change is needed for the following reasons:

1. This building and property were originally developed as a commercial office building.
2. The connecting properties on North 33rd Place are Zoned Suburban Office.
3. The property has always been used for commercial office use and has a proven track record to be good neighbors and an asset to the area.
4. I believe this property was zoned incorrectly several years ago due to a clerical or oversight error when the original track of land was broken up.

We now have a tenant for the remainder of the building. Heinen Chiropractic has agreed to lease the other one half of the building for the next 15 years. They will be a perfect fit for the space and a great asset to the area. We hope to have them up and running by February 01, 2014.

I can be reached at 920-377-1915 or ca@prioritysign.com if you require more detailed information.

We appreciate your consideration,

Carl Amundsen

AW Real Estate, llc

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 132 035
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: AW Real Estate PHONE NO.: (920) 377-1915

ADDRESS: 837 Riverfront Drive, Sheboygan, WI 53081 E-MAIL: ca@prioritysign.com

OWNER OF SITE: CARL AMUNDSEN PHONE NO.: (920) 377-1915

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1539 N. 33rd Place

LEGAL DESCRIPTION: PART of Tract 3 of a certified survey map Recorded in Vol. 8, Page 226, Being part of SE1/4 of the SW1/4 of section 16, T15N, R23E.

PARCEL NO. 59281631597 59281631598 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: UR 12 Urban Residential

PROPOSED ZONING DISTRICT CLASSIFICATION: SO Suburban Office

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE:
Commercial Office

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE:
Commercial Office

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? This should remain the same. No CHANGE.

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

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

☑ Explain: I Believe this property was never correctly zoned or a recording error was made in the past.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? The property will be used as a commercial office in the same manner since it was constructed.

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

The property is directly NEXT TO OTHER properties that are ZONED (SO). This property WAS CONSTRUCTED IN THE MID 80'S AS A commercial office building.

4. CERTIFICATE

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

APPLICANT'S SIGNATURE	12-5-13 **DATE**
CARL AMUNDSEN **PRINT ABOVE NAME**	

APPLICATION SUBMITTAL REQUIREMENTS

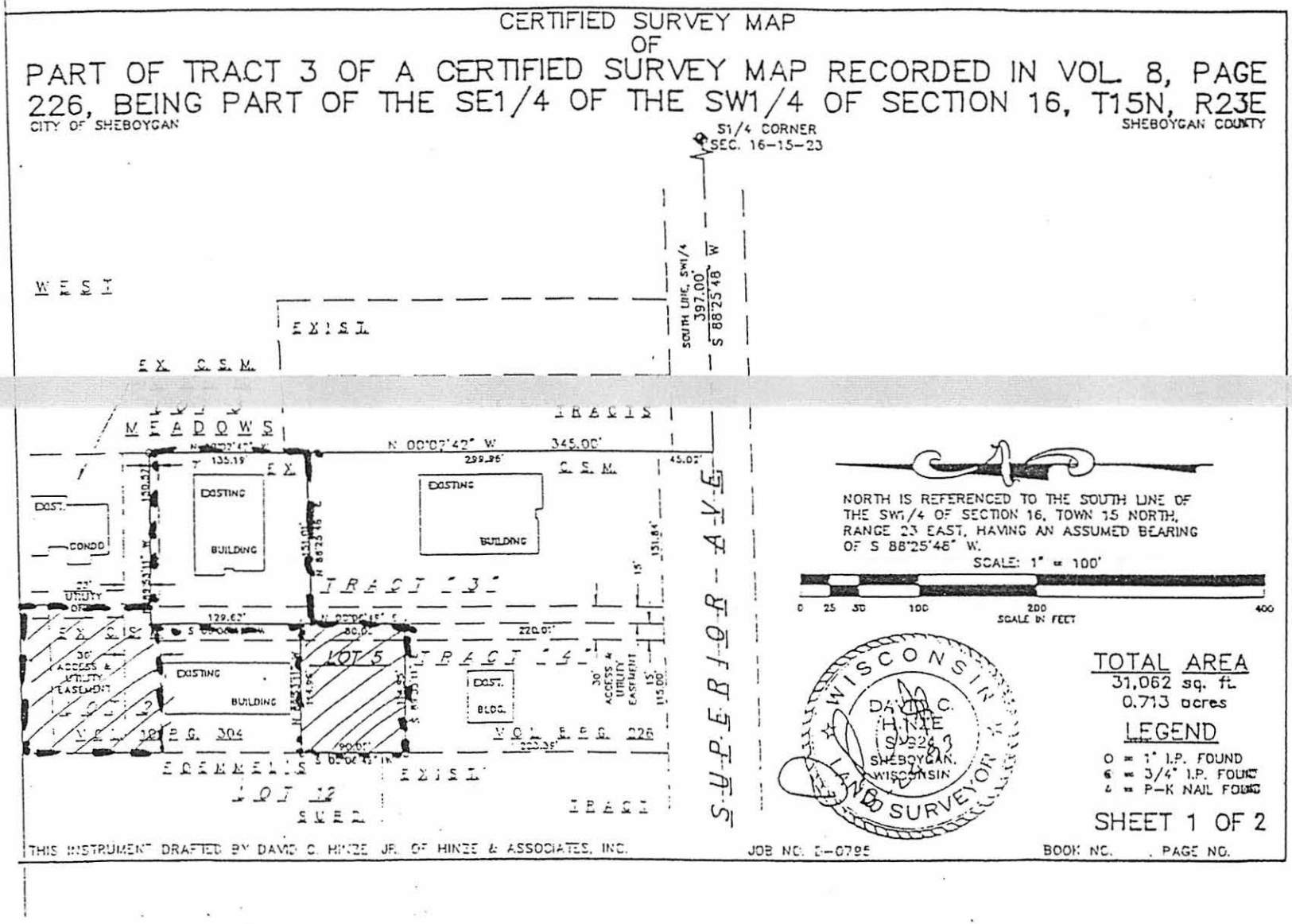
A copy of the current zoning map of the subject property and vicinity showing:

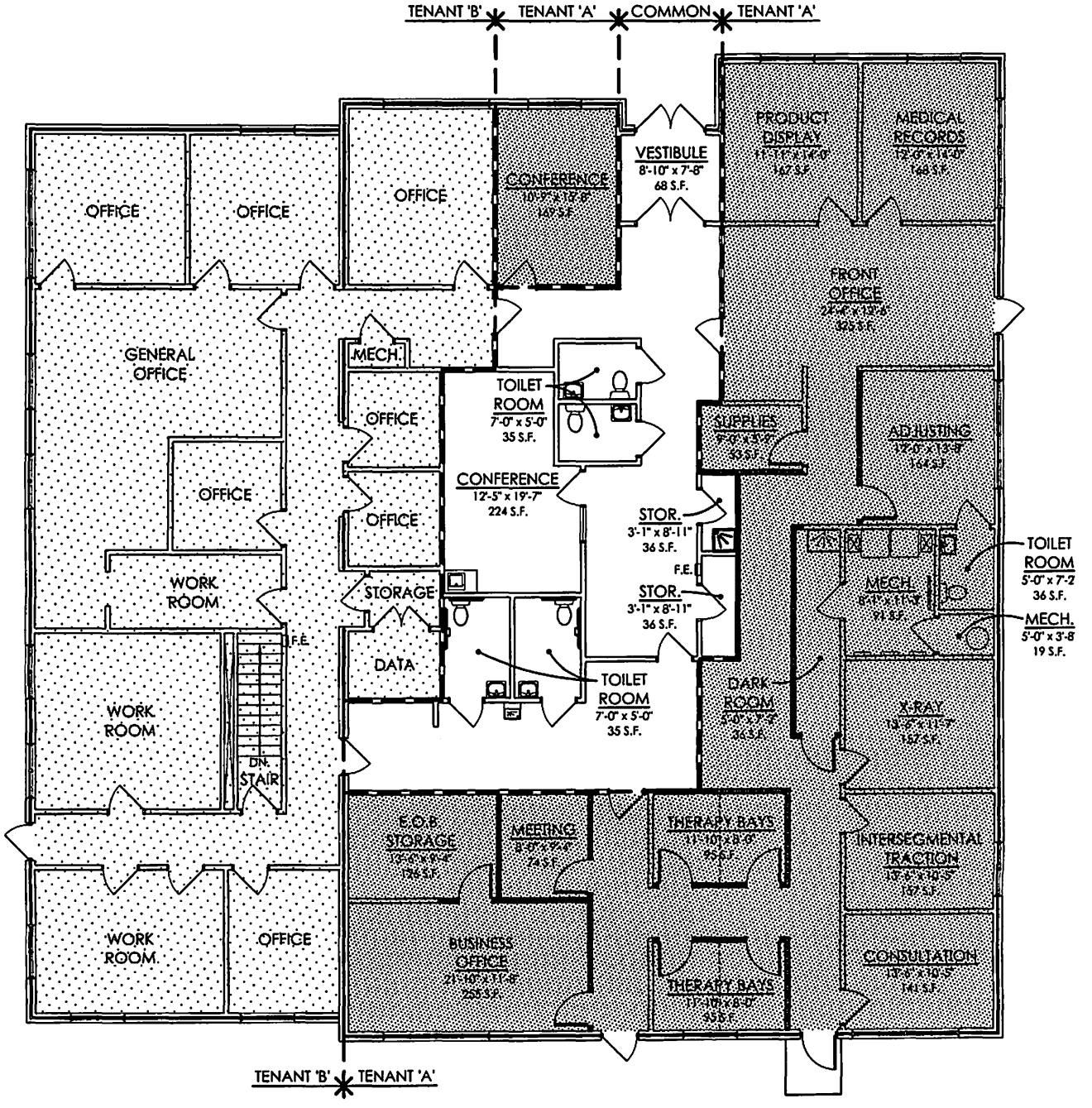
- ☐ The property proposed to be rezoned.
- ☑ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

TOM HORNESS TO FORWARD MAP INFO PER CONVERSATION ON 12-5-13.

5928163159 7
N 33rd Pl
5928163159 8
A
N 33rd Pl
N 33rd Pl

SITE PLAN:


CERTIFIED SURVEY MAP
OF
PART OF TRACT 3 OF A CERTIFIED SURVEY MAP RECORDED IN VOL. 8, PAGE 226, BEING PART OF THE SE1/4 OF THE SW1/4 OF SECTION 16, T15N, R23E
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY
S1/4 CORNER SEC. 16-15-23
SOUTH LINE, SW1/4
397.00'
S 88°25'48" W
WEST
EXIST.
EX. C.S.M.
MEADOWS
TRACTS
N 00°07'42" W 345.00'
299.96'
45.02'
C.S.M.
EXISTING BUILDING
EXISTING BUILDING
DIST.
CONDO
TRACT 3
LOT 5
TRACT 4
EXISTING BUILDING
DIST. BLDG.
30' ACCESS & UTILITY EASEMENT
VOL. 8 P.G. 304
VOL. 8 P.G. 226
EASEMENTS
LOT 12
SUBD.
EXIST.
TRACT
S U P E R I O R - A V E.
NORTH IS REFERENCED TO THE SOUTH LINE OF THE SW1/4 OF SECTION 16, TOWN 15 NORTH, RANGE 23 EAST, HAVING AN ASSUMED BEARING OF S 88°25'48" W.
SCALE: 1" = 100'
0 25 50 100 200 400
SCALE IN FEET
WISCONSIN
DAVID C. HINZE
S-2263
SHEBOYGAN, WISCONSIN
LAND SURVEYOR
TOTAL AREA
31,062 sq. ft.
0.713 acres
LEGEND
O = 1" I.P. FOUND
= 3/4" I.P. FOUND
= P-K NAIL FOUND
SHEET 1 OF 2
THIS INSTRUMENT DRAFTED BY DAVID C. HINZE JR. OF HINZE & ASSOCIATES, INC.
JOB NO. 0-0795
BOOK NO. . PAGE NO.



OVERALL FLOOR PLAN

SCALE: 1/8" = 1'-0"

1
A1

CLK322B

City Of Sheboygan
City Clerk's Office

**** General Receipt ****

Receipt No: 132035
License No: 0000
Date: 12/10/2013
Received By: SLS
Received From: CARL AMUNDSEN-AW REAL ESTATE
Memo: AW REAL ESTATE APPLIC FOR AMEND OF ZONING MAP
Method of Payment: $200.00 Check No. 002776
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

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

5.1

R. O. No. 232- 13 - 14. By CITY PLAN COMMISSION. January 20, 2014.

Your Commission to whom was referred Res. No. 110-13-14 by Alderperson Carlson relative to vacating and discontinuing the remaining 40 feet of New York Avenue right-of-way from the west line of N. Water Street to the east bank of the Sheboygan River; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 14, 2014, and after due consideration, recommends approval of the Resolution.

Lies over to march 3rd

Director of Planning & Development

III

4.1

Res. No. 110- 13 - 14. By Alderperson Carlson. December 16, 2013.

A RESOLUTION vacating and discontinuing the remaining 40 feet of New York Avenue right-of-way from the west line of North Water Street to the east bank of the Sheboygan River.

WHEREAS, it is in the public interest that the Common Council vacate and discontinue the remaining 40 feet of New York Avenue right-of-way from the west line of North Water Street to the east bank of the Sheboygan River.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council, upon its own initiation, hereby declares that since the public interest requires it, the following described portion of New York Avenue is hereby vacated and discontinued:

> THE REMAINING 40 FEET OF NEW YORK AVENUE FROM THE WEST LINE OF NORTH WATER STREET TO EAST EDGE OF THE SHEBOYGAN RIVER BETWEEN BLOCKS 133 AND 149 OF THE ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN AND ADJACENT TO THE NORTH AND SOUTH 20 FEET OF SAID NEW YORK AVENUE PREVIOUSLY VACATED AND RECORDED IN VOLUME 118 PAGES 637 TO 639 IN THE SHEBOYGAN COUNTY REGISTER OF DEEDS OFFICE DATED JULY 14, 1910.

City Plan

Darryl D. Carlson

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. _____ - 13 - 14. By CITY PLAN COMMISSION. February 3, 2014.

Your Commission to whom was referred Gen. Ord. No. 54-13-14 by Ald. Thiel and Lewandoske and R.O. No. 237-13-14 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of property located at 1714 Cambridge Ave from (UI) Urban Industrial to (UC) Urban Commercial; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 28, 2014, and after due consideration, recommends approval of the General Ordinance and Report of Officer.

_____

Director of Planning and Development

X

Other Matters

10.8

Gen. Ord. No. 54 - 13 - 14. By Alderpersons Thiel and Lewandoske.
January 20, 2014.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1714 Cambridge Ave. from UI Urban Industrial to UC Urban Commercial Classification.

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

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

Property located at 1714 Cambridge Ave.

Section 15, T15N, R23E
All of Lots 2-5 and 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.

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

City Plan

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

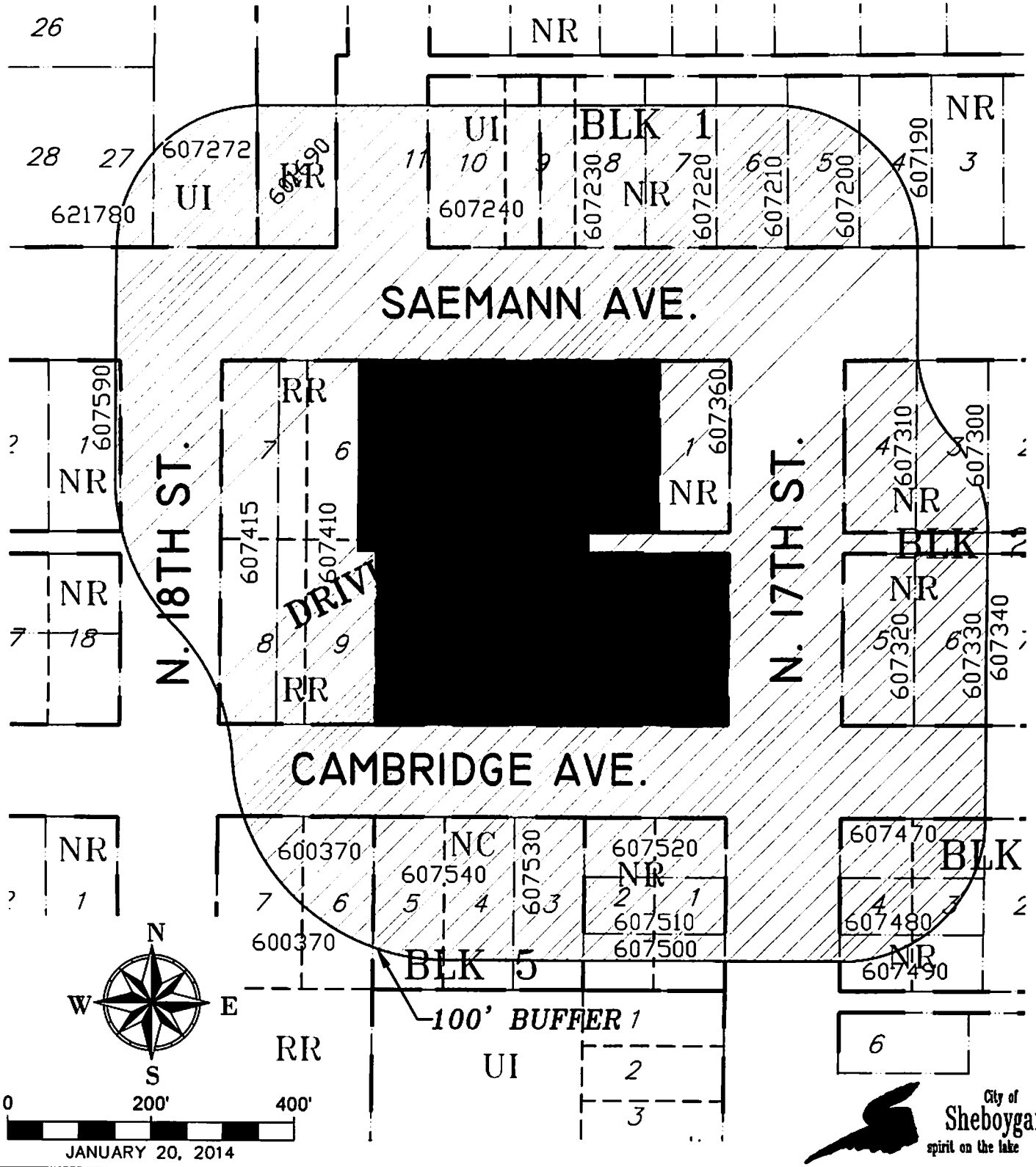
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM UI & NR TO UC

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

All of Lots 2-5 & 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.



II

Other Matters 10.7

R. O. No. 237 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting an application from American Orthodontics requesting a zoning change for property located at 1714 Cambridge Ave. from UI Urban Industrial to UC Urban Commercial Classification.

Susan Richards
City Clerk

City Plan

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

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: American Orthodontics. PHONE NO.: (920) 457-5051
ADDRESS: 3524 Washington Avenue E-MAIL: rriesterer@americanortho.com

OWNER OF SITE: AMERICAN ORTHODONTICS PHONE NO.: (920) 457-5051

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED:

1714 Cambridge Avenue

LEGAL DESCRIPTION: ALL OF LOTS 2-5 & 10-12, AND PART OF VACATED EAST WEST ALLEY, BLOCK 3, DRIVING PARK ADDITION NO. 1,
SECTION 15, TOWNSHIP 15 N, RANGE 23 E

PARCEL NO. 607430 & PART OF 607410 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION:

(UI) Urban industrial

PROPOSED ZONING DISTRICT CLASSIFICATION:

(UC) Urban Commercial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE:
The site consists of a 20,600 square foot single story building with associated paved parking for (50) vehicles. The present floor plan consists of individual office space, conference rooms, file and office supply storage areas and miscellaneous common spaces. The original building floor plan consisted of manufacturing space and general office space.

207-4829
Kurt Davis

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

The proposed existing building will be internally modified to incorporate individual medical office/examination rooms, meeting rooms, pharmacy and common space. All revisions will be confined to existing building footprint.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?
The existing (UI) Urban Industrial designation applied to the property when the function of the facility was mainly manufacturing. There is no longer a manufacturing component to the property. The original internal floor plan has since been modified to incorporate office space and eliminate the manufacturing component entirely. Based upon the proposed clinical use of the space, rezoning to (UC) Urban Commercial would be appropriate for the proposed scheduled use. Furthermore, rezoning of the parcel would link surrounding business uses districts along Saemann Avenue to the east and Cambridge Avenue to the south and southwest.

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

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*

- ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

- ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

- ☐ Explain: Given the existing use of the building in conjunction with the proposed similar use, the (UI) Urban Industrial designation limits the allowable occupancy

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

The (UC) Urban Commercial designation is more in line with surrounding property designations and existing property use. The proposed clinic would provide medical needs for the surrounding residential area.

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

The map amendment will allow for the proposed clinical use to provide services needed within the surrounding residential districts. The clinical services provided would not be allowed under the current zoning designation and therefore would not allow for the clinic to receive a Conditional Use permit with the City of Sheboygan.

4. CERTIFICATE

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

Joseph Bronoski — January 16, 2014

APPLICANT'S SIGNATURE **DATE**

Joseph Bronoski

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

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

American Orthodontics
3524 Washington Avenue
Sheboygan, WI 53081

www.americanortho.com

1 800 558 7687
+1 920 457 5051 office
+1 920 457 1485 fax

January 16, 2014

Steve Sokolowski
Planning and Zoning
City of Sheboygan
828 Center Avenue
Sheboygan, WI

Dear Steve:

American Orthodontics Corporation, the owner of the property located at 1712 North 17th Street, 1704 N. 17th Street and 1714 Cambridge Avenue, Sheboygan, Wisconsin (collectively the "Property"), authorize Abacus Architects, Inc. to submit a rezone application for the Property.

Sincerely,

Kristine Blommel
CFO

CLK322B

City Of Sheboygan
City Clerk's Office

**** General Receipt ****

Receipt No: 140083
License No: 0000
Date: 01/16/2014
Received By: LSS
Received From: ABACUS ARCHITECTS
Memo:
Method of Payment: $200.00 Check No. 5259
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

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

SAEMANN AVE

N. 17TH ST

CAMBRIDGE AVE

railroad tracks

EXISTING BUILDING

EXISTING BUILDING (1714 Cambridge Ave)

TOTAL AREA 58514 sq ft 1.34 Acres

GAR

HOUSE F.F.75.34 (1712 N 17th St)

CHURCH BUILDING F.F.75.42 (1704 N 17th St)

N89°58'21"E 213.97'

N89°52'57"W 49.66'

S89°52'57"E 99.75'

N89°52'06"W 250.50'

N00°07'01"E

S00°00'35"W

S00°00'00"W

● = 1" iron pipe found

▲ = P.K. nail set

= Existing grade elevation

= pedestal

= guy anchor

= gas meter

= utility pole

= water valve / shutoff

Topographic Survey for Lakeshore Community Healthcare

All of Lots 2-5, 10-14, and part of Lot 6 and vacated alleys, Block 3, Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.

30 0 30

Scale: 1" = 30'

I, John M. DuMez, Wisconsin Registered Land Surveyor, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

/ / 2013

John M. DuMez - WI Registered Land Surveyor S-2267 Date

The certification contained on this document shall not apply to copies.

Composite Surveying & Mapping Oostburg, Wisconsin (920) 564-6812

TAX KEY No 59281607430, 59281607440, 59281607435

ADDRESS: 1714 Cambridge Ave

PATH: c:\projects\lakecommhealth\cm_ortho\dwg\

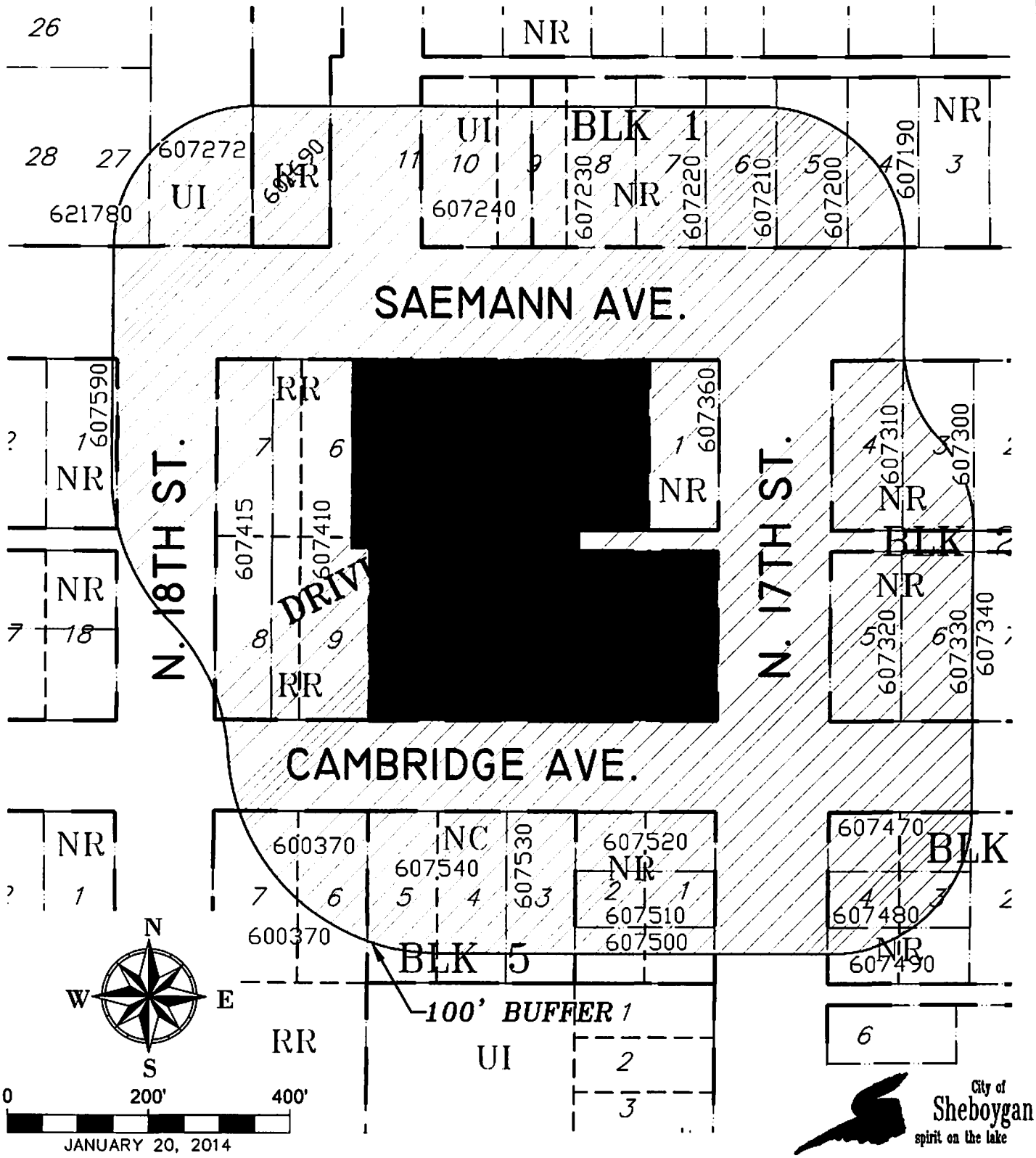
DRAWN BY: jdm

PROJECT 3318

PROPOSED ZONING CHANGE
FROM UI & NR TO UC

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

All of Lots 2-5 & 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.



II

R. O. No. _____ - 13 - 14. By CITY PLAN COMMISSION. February 3, 2014.

Your Commission to whom was referred Gen. Ord. No. 53-13-14 by Ald. Thiel and Lewandoske and R.O. No. 236-13-14 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of property located at 1704 N 17th St from (NR-6) Neighborhood Residential 1 to (UC) Urban Commercial; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 28, 2014, and after due consideration, recommends approval of the General Ordinance and Report of Officer.

_____

Director of Planning and Development

X

Other Matters

10.b

Gen. Ord. No. 53 - 13 - 14. By Alderpersons Thiel and Lewandoske.
January 20, 2014.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1704 N. 17th St. from NR Neighborhood Residential to UC Urban Commercial Classification.

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

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

Property located at 1704 N. 17th St.

Section 15, T15N, R23E
All of Lots 2-5 and 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.

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

City Plan

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

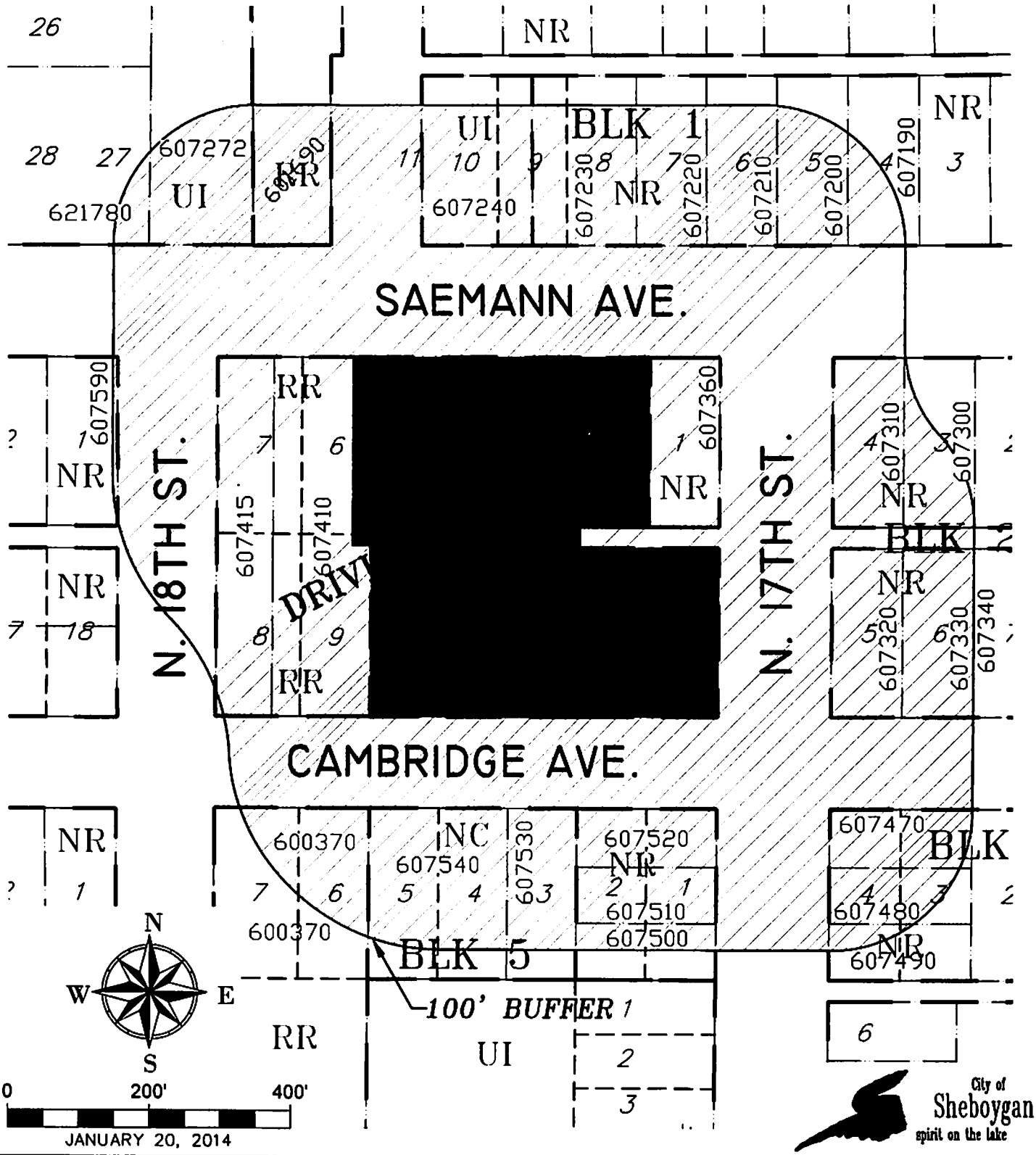
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM UI & NR TO UC

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

All of Lots 2-5 & 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.



II

Other Matters 10.5

R. O. No. 236 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting an application from American Orthodontics requesting a zoning change for property located at 1704 N. 17th St. from NR Neighborhood Residential to UC Urban Commercial Classification.

City Plan

Susan Richards
City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 140086
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: American Orthodontics. PHONE NO.: (920) 457-5051
ADDRESS: 3524 Washington Avenue E-MAIL: rriesterer@americanortho.com

OWNER OF SITE: AMERICAN ORTHODONTICS PHONE NO.: (920) 457-5051

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED:

1704 North 17th Street

LEGAL DESCRIPTION: PART OF LOTS 13 AND 14, BLOCK 3, DRIVING PARK ADDITION NO. 1,
SECTION 15, TOWNSHIP 15 N, RANGE 23 E

PARCEL NO. 607435 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION:

(NR) Neighborhood Residential

PROPOSED ZONING DISTRICT CLASSIFICATION:

(UC) Urban Commercial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE:
The site consists of a single 7,000 square foot single story church structure. The church has since been closed and the facility has been vacated.

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

The proposed rezoning will allow for the parcel to ultimately be incorporated into a single lot with the adjacent property at 1714 Cambridge Avenue. The proposed rezoning will allow for the existing church structure to be raised, properties to be merged by Certified Survey Map or Lot Consolidation and provide the owner of 1714 Cambridge Avenue the ability for future parking lot or building expansion without encountering setback and building restrictions due to common lot lines.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

The proposed rezoning to (UC) Urban Commercial will allow for the parcel to be ultimately combined with 1714 Cambridge Avenue and eliminate a nonconforming designation as well as all internal lot line restrictions and setbacks.

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

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- ☐ Explain: The property owner will own the adjacent property at 1714 Cambridge Avenue. The proposed rezoning of 1704 North 17th Street will align with the proposed rezoning of 1714 Cambridge Avenue.

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

The (UC) Urban Commercial designation will allow for 1704 North 17th Street to be consolidated with the proposed rezoning of 1714 Cambridge Avenue and thereby when the parcel are combined by Certified Survey Map or Lot Consolidation it eliminates a non-conforming condition.

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

See above

4. CERTIFICATE

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

January 16, 2014

APPLICANT'S SIGNATURE **DATE**

Joseph Bronoski

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

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

AO AMERICAN ORTHODONTICS

American Orthodontics
3524 Washington Avenue
Sheboygan, WI 53081

www.americanortho.com

1 800 558 7687
+1 920 457 5051 office
+1 920 457 1485 fax

January 16, 2014

Steve Sokolowski
Planning and Zoning
City of Sheboygan
828 Center Avenue
Sheboygan, WI

Dear Steve:

American Orthodontics Corporation, the owner of the property located at 1712 North 17th Street, 1704 N. 17th Street and 1714 Cambridge Avenue, Sheboygan, Wisconsin (collectively the "Property"), authorize Abacus Architects, Inc. to submit a rezone application for the Property.

Sincerely,

Kristine Blommel
CFO

CLK322B

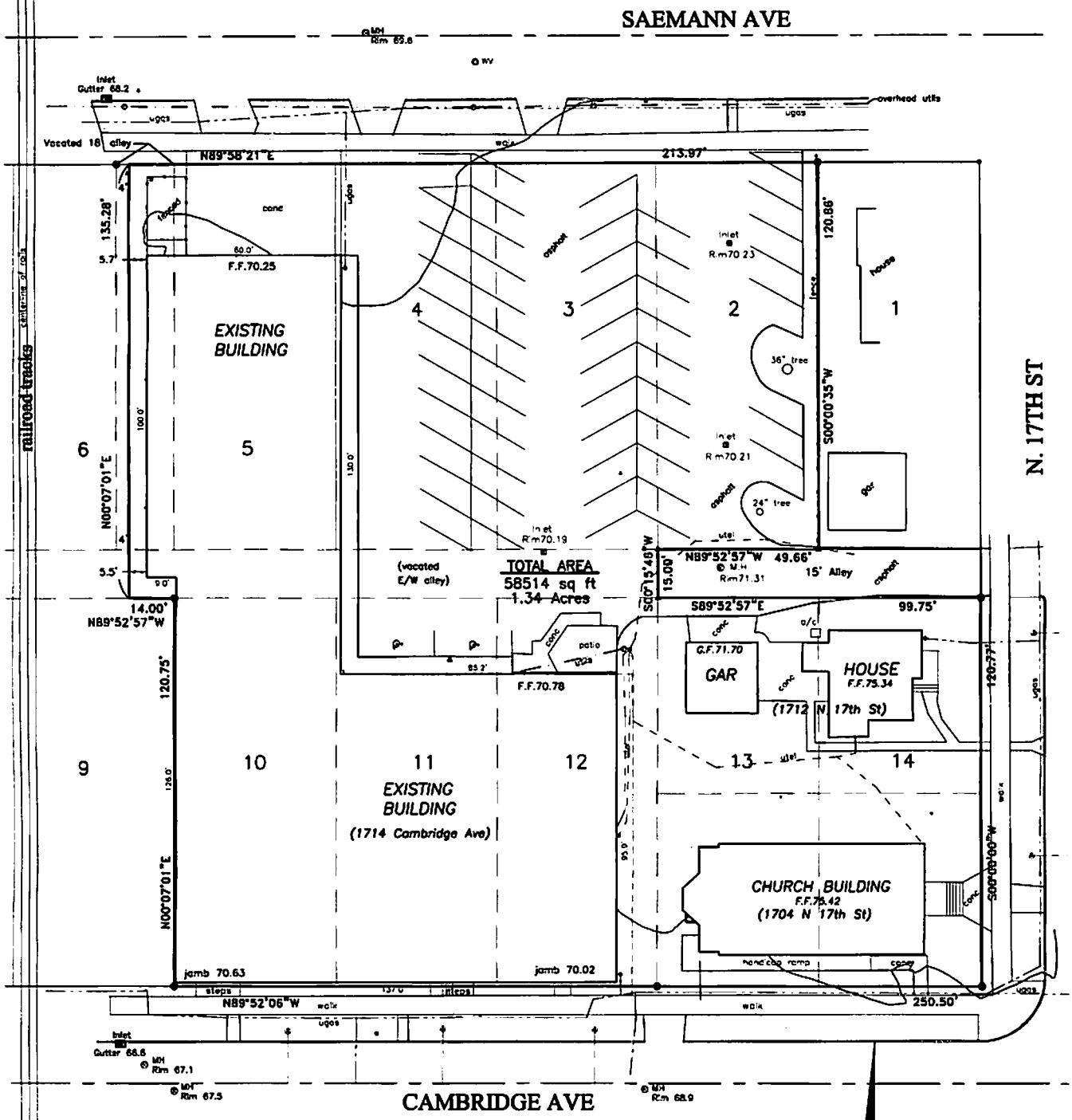
City Of Sheboygan
City Clerk's Office

**** General Receipt ****

Receipt No: 140086
License No: 0000
Date: 01/17/2014
Received By: SLS
Received From: ABACUS ARCHITECTS, INC.
Memo: AMENDMENT OF OFFICIAL ZONING MAP
Method of Payment: $200.00 Check No. 5261
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

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



● = 1" iron pipe found
▲ = P.K. nail set
^{60} = Existing grade elevation
■ = pedestal
△ = guy anchor
◆ = gas meter
○ = utility pole
⊗ = water valve / shutoff

Topographic Survey
for
Lakeshore Community Healthcare

All of Lots 2-5, 10-14, and part of Lot 6 and vacated alleys,
Block 3, Driving Park Addition No. 1, City of Sheboygan,
Sheboygan County, Wisconsin.

30 0 30
Scale: 1" = 30'

I, John M. DuMez, Wisconsin Registered Land Surveyor, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

/ / 2013

John M. DuMez - WI Registered Land Surveyor S-2267 Date

The certification contained on this document shall not apply to copies.

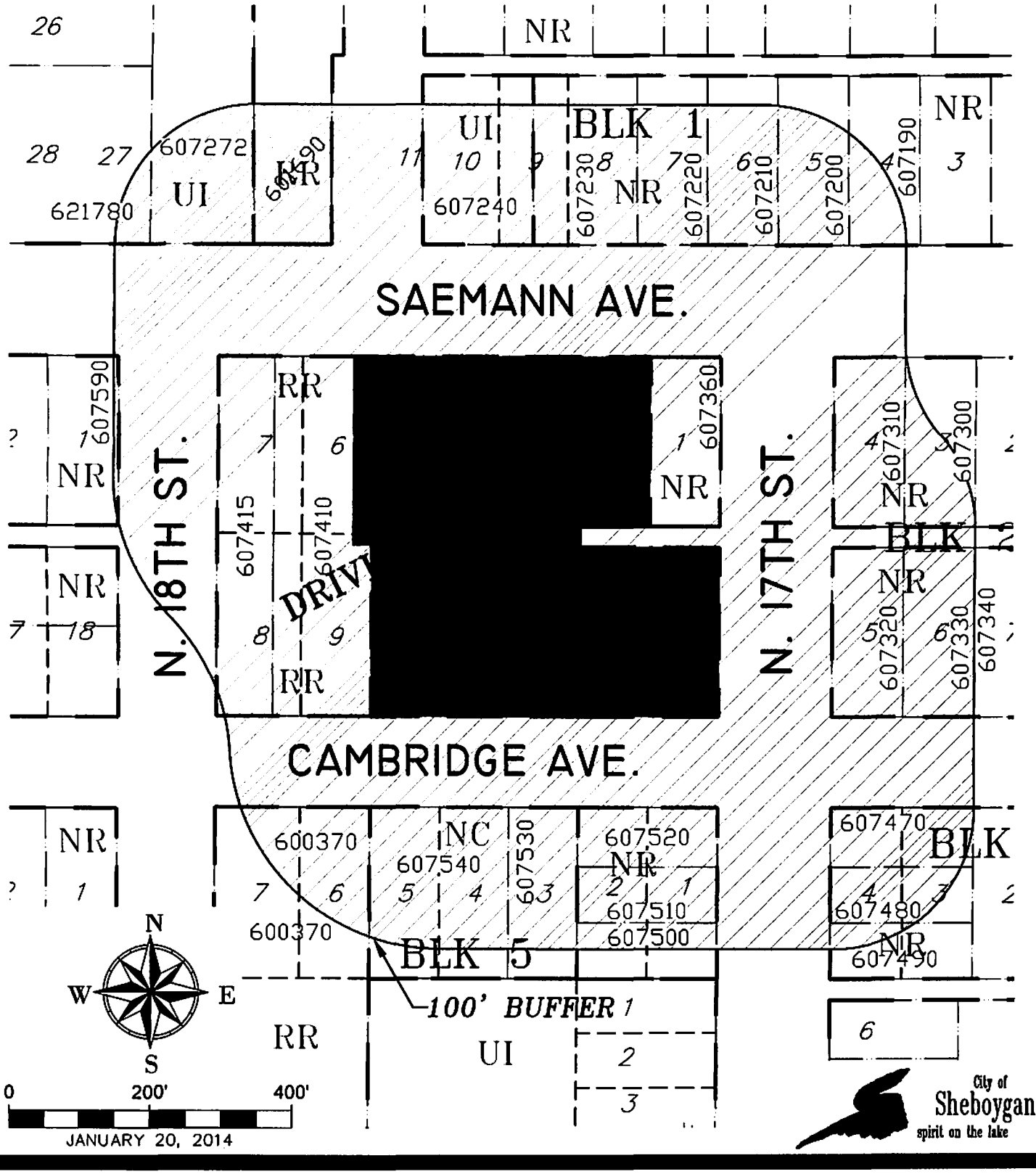
Compsite
Surveying & Mapping
Oostburg, Wisconsin
(920) 564-6812

TAX KEY No. 59281607430, 59281607440, 59281607435
ADDRESS: 1714 Cambridge Ave
PATH: c:\projects\lakecommhealth\am_ortho\dwg\
DRAWN BY: jdm
PROJECT: 3318

PROPOSED ZONING CHANGE
FROM UI & NR TO UC

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

All of Lots 2-5 & 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.



II

R. O. No. ____ - 13 - 14. By CITY PLAN COMMISSION. February 3, 2014.

Your Commission to whom was referred Gen. Ord. No. 52-13-14 by Ald. Thiel and Lewandoske and R.O. No. 235-13-14 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of property located at 1712 N 17th Street from (NR-6) Neighborhood Residential to (UC) Urban Commercial; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 28, 2014, and after due consideration, recommends approval of the General Ordinance and Report of Officer.

_____

Director of Planning and Development

X

Other Matters

10.4

Gen. Ord. No. 52 - 13 - 14. By Alderpersons Thiel and Lewandoske.
January 20, 2014.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1712 N. 17th St. from Class NR-6 Neighborhood Residential to Class UC-Urban Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class NR-6 Neighborhood Residential to Class UC-Urban Commercial Classification:

Property located at 1712 N. 17th St.

Section 15, T15N, R23E
All of Lots 2-5 and 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.

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

City Plan

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

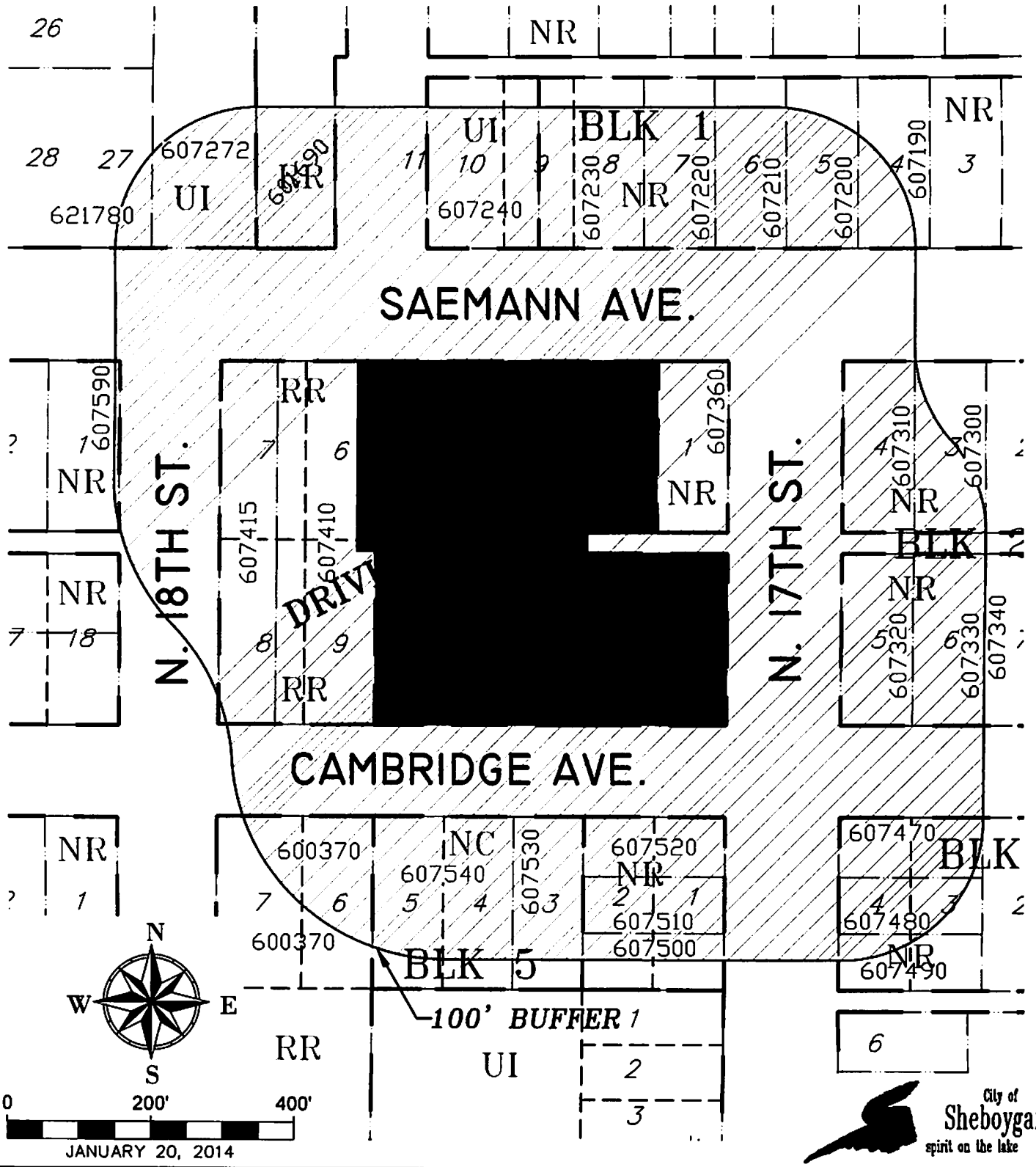
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM UI & NR TO UC

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

All of Lots 2-5 & 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.



II

Other Matters 10.3

R. O. No. 235 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting an application from American Orthodontics requesting a zoning change for property located at 1712 N. 17th St. from NR-6 Neighborhood Residential to UC Urban Commercial Classification.

Susan Richards
City Clerk

City Plan

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 140085
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: American Orthodontics. PHONE NO.: (920) 457-5051
ADDRESS: 3524 Washington Avenue E-MAIL: rriesterer@americanortho.com

OWNER OF SITE: AMERICAN ORTHODONTICS PHONE NO.: (920) 457-5051

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED:

1712 North 17th Street

LEGAL DESCRIPTION: PART OF LOTS 13 AND 14, BLOCK 3, DRIVING PARK ADDITION NO. 1,
SECTION 15, TOWNSHIP 15 N, RANGE 23 E

PARCEL NO. 607440 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION:

(NR-6) Neighborhood Residential

PROPOSED ZONING DISTRICT CLASSIFICATION:

(UC) Urban Commercial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE:
The site consists of a single family residence

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

The proposed rezoning will allow for the parcel to ultimately be merged by Certified Survey Map or Lot Consolidation into a single lot with the adjacent property at 1714 Cambridge Avenue. The existing residence will remain unchanged.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

The proposed rezoning to (UC) Urban Commercial will allow for the parcel to be ultimately combined with 1714 Cambridge Avenue and eliminate a nonconforming designation as well as all internal lot line restrictions and setbacks.

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

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- ☐ Explain: The property owner will own the adjacent property at 1714 Cambridge Avenue. The proposed rezoning of 1712 North 17th Street will align with the proposed rezoning of 1714 Cambridge Avenue.

How does the proposed amendment to the Official Zoning Map maintain the desired

consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The (UC) Urban Commercial designation will allow for 1712 North 17th Street to be consolidated with the proposed rezoning of 1714 Cambridge Avenue and thereby when the parcel are combined by Certified Survey Map or Lot Consolidation it eliminates a non-conforming condition.

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

See above

4. CERTIFICATE

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

January 16, 2014

APPLICANT'S SIGNATURE **DATE**

Joseph Bronoski

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

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

American Orthodontics
3524 Washington Avenue
Sheboygan, WI 53081

www.americanortho.com

1 800 558 7687
+1 920 457 5051 office
+1 920 457 1485 fax

January 16, 2014

Steve Sokolowski
Planning and Zoning
City of Sheboygan
828 Center Avenue
Sheboygan, WI

Dear Steve:

American Orthodontics Corporation, the owner of the property located at 1712 North 17th Street, 1704 N. 17th Street and 1714 Cambridge Avenue, Sheboygan, Wisconsin (collectively the "Property"), authorize Abacus Architects, Inc. to submit a rezone application for the Property.

Sincerely,

Kristine Blommel
CFO

CLK322B

City Of Sheboygan

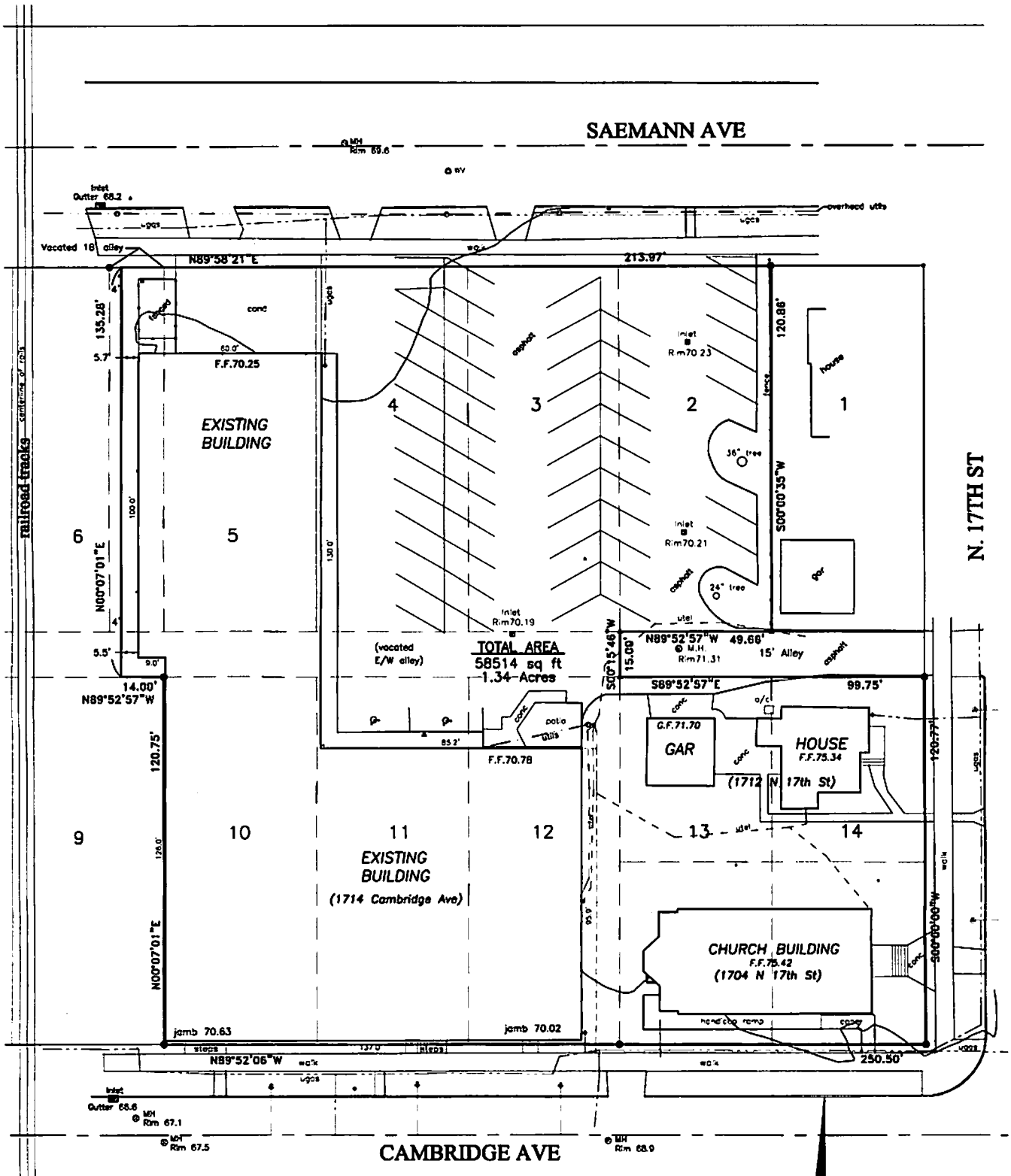
City Clerk's Office

**** General Receipt ****

Receipt No: 140085
License No: 0000
Date: 01/17/2014
Received By: SLS
Received From: ABACUS ARCHITECTS, INC
Memo: AMENDMENT OF OFFICIAL ZONING MAP
Method of Payment: $200.00 Check No. 5260
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

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



● = 1" iron pipe found
▲ = P.K. nail set
ϕ^{0} = Existing grade elevation
■ = pedestal
△ = guy anchor
◆ = gas meter
○ = utility pole
⊗ = water valve / shutoff

Topographic Survey
for
Lakeshore Community Healthcare

All of Lots 2-5, 10-14, and part of Lot 6 and vacated alleys, Block 3, Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.

30 0 30
Scale: 1" = 30'

I, John M. DuMez, Wisconsin Registered Land Surveyor, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

/ / 2013

John M. DuMez - WI Registered Land Surveyor S-2267 Date

The certification contained on this document shall not apply to copies.

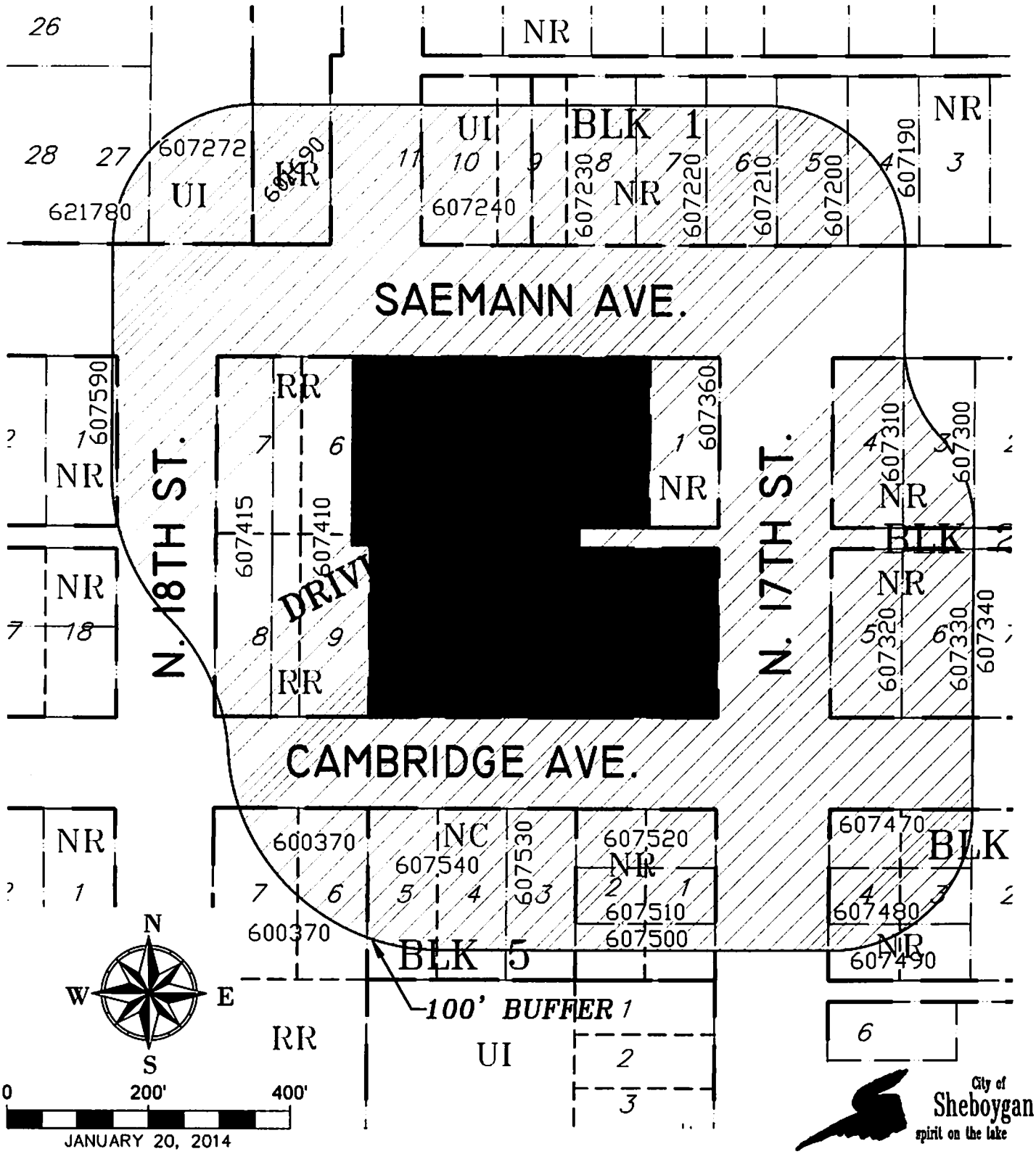
Compsite
Surveying & Mapping
Oostburg, Wisconsin
(920) 564-6812

TAX KEY No 59281607430, 59281607440, 59281607435
ADDRESS: 1714 Cambridge Ave
PATH: c:\projects\lakecommhealth\am_ortho\dwg\
DRAWN BY: jdm
PROJECT 3318

PROPOSED ZONING CHANGE
FROM UI & NR TO UC

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

All of Lots 2-5 & 10-14, and part of Lot 6, and the adjacent vacated alleys in Block 3, of Driving Park Addition No. 1, City of Sheboygan, Sheboygan County, Wisconsin.



XI

6.3

R. C. No. 313- 13 - 14. By SALARIES AND GRIEVANCES. February 19, 2014.

Submitting a document amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add and delete various positions in the Police Department's Table of Organization; recommends that the attached Ordinance be passed. (First reading).

Lies over

1

Acc & Ord

Ord pass

_____ _____

_____ _____

_____ _____

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

Gen. Ord. No. 55 - 13 - 14. By Alderpersons Donohue, Hammond and Dassler. February 17, 2014.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add and delete various positions in the Police Department's 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 so that Section D.1. are amended as follows:

Class Title	Class Grade	NO. of Employees
Delete:		
D. Police Department		
1. Records Specialist Clerk	3	6
Add:		
D. Police Department		
1. Records Specialist Clerk	3	5
2. Crime Analyst	5	1

Section 2. The new job description for the Crime Analyst is attached, and copies of which shall be on file in the offices of the City Clerk, Human Resources Department, and City Finance .

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 and attached revised job description 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

CITY OF SHEBOYGAN

CRIME ANALYST
Grade 5

Reports to:	Administrative Assistant/Officer Supvr	Department:	Police
Classification:	Non-Exempt	Division:	Non Rep
Date:	2/10/2014	Approved:	S & G

Nature of Work:

To collect, collate, analyze, disseminate, and evaluate crime data to discover developing trends, patterns, and changes in criminal activity, using mapping and other analytical software. Also serves in an advisory capacity to the organization by providing professional analysis and, as a result, suggests appropriate responses to crime, disorder and department deficiencies. The Crime Analyst reports to the Administrative Assistant/Office Supervisor and receives strategic direction from the Chief of Police.

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

1. *Develop statistical data resources to assist in proactive and targeted investigations, preventative enforcement and education, identification of theft patterns, trends and criminal organizations, and identification of known and repeat offenders.

2. *Use computer databases, electronic spreadsheets, desktop publishing, word processing, records management system, and statistical applications to manipulate, analyze, and present data.

3. *Study current literature on research methodology and police issues, and make appropriate recommendations for improvements in crime analysis practices.

4. *Work with sworn personnel to streamline processes related to data collection and data retrieval.

5. *Respond to requests from Administration for meetings and briefings.

6. *Interact and communicate with police personnel, other city employees, and the community on crime analysis/research issues; and respond to requests for various information and statistical reports.

7. *Integrate information from databases into reports for dissemination to Command Staff on a bi-weekly basis.

8. *Prepare a variety of reports such as crime information and patrol bulletins, monthly and quarterly activity summaries, department annual reports and specific statistical/research reports as needed.

9. *Conduct statistical and strategic analysis which includes preparing monthly, quarterly, annual, and on-request reports.

10. *Research and analyze complex law enforcement data; identify and interpret criminal activity, patterns, and trends; and forecast trends to aid in staffing and deployment of police personnel, using the current records management system.

11. *Make written and oral presentations, using maps, charts, and graphs, to inform sworn police personnel of emerging or existing crime series, patterns, and trends, as well as suspect and victim profiles.

12. *Collect and organize criminal information from all available resources: Uniform Crime Reporting (UCR) system, field interview reports, intelligence sources, other agencies, media, crime bulletins, review of crime reports and supplements, informational surveys, and retrieval of crime information in order to study and analyze past and existing series, patterns, and trends.

13. *Conduct tactical crime analysis; identifying current crime series and hot spots; prepare tactical action plans.

14. *Identify crime patterns for commonalities and offender localities for investigative purposes.

15. *Identity city-wide spatial and temporal crime patterns and trends.

16. Determine any assistance that could be provided to sworn personnel assigned to an incident – including offender, victim and MO pattern research (maintaining records management system databases).

17. Measure and forecast long-term public safety activity related to problem solving, intervention, and crime reduction efforts.

18. *Train department members on access to and analysis of data.

19. *Maintain the Sheboygan Police Department website.

20. *Prepare monthly Uniform Crime Report (UCR) and reviews all investigation reports and arrest records to assure accuracy and completeness.

21. *Maintain NIXLE website and notifications.

22. *Actively participate and monitor social media sites on behalf of the Department.

*Essential Functions

<u>Minimum Qualifications:</u>

1. Bachelor's Degree in Geography, Public Policy, Public Administration, Criminal Justice or related field concentrating on statistics and research methods.

2. Experience with the use of statistical computer programs, GIS software, computer databases, spreadsheets, and Microsoft Office.

3. Ability to collect, analyze and interpret data and statistics using quantitative and qualitative methodology.

4. Ability to prepare and present statistical reports.

5. Ability to effectively participate in team efforts to improve/develop departmental programs and services.

6. Ability to exercise judgment and discretion in completing assigned tasks.

7. Ability to communicate orally and in writing to effectively prepare and present findings to Command Staff and other local, state and federal law enforcement officials.

8. Knowledge and experience with computer systems in conducting research, analyzing data, and presenting and communicating findings.

9. Mathematical aptitude, functional reasoning, and interpersonal skills.

10. Exhibit sound and accurate judgment by supporting and explaining decisions, conclusions and predictions.

11. Exhibit objectivity and openness to others' views and efforts.

12. Initiative, independent action, and tact under pressure.