

*****ATTACHMENTS*****

RESIGNATION

Richards, Susan

From: Mayor Vandersteen
Sent: Monday, January 06, 2014 2:52 PM
To: Richards, Susan
Subject: FW: Resignation from commission

Sue,

Can we still take care of this resignation tonight or should we wait until the next Council meeting?

Mike

-----Original Message-----

From: Schmitz, Wendy
Sent: Monday, January 06, 2014 11:16 AM
To: Mayor Vandersteen
Subject: FW: Resignation from commission

Mayor Vandersteen,

Cher Pao Vang was on the Senior Activity Center Commission. He has served two terms. It is unfortunate that he has to resign as we have not been able to reach quorum the last few meetings. Do you have anyone in mind to replace him?

Also, FYI the Senior Activity Center is closed to the public today (our policy states that when the Sheboygan School District closes so does SACS). The staff are here however and are currently moving the Lutheran Social Services office with the help of a couple of guys from DPW. We are answering phones and working as usual.

Wendy

-----Original Message-----

From: Cher Pao Vang [<mailto:cherpao2004@yahoo.com>]
Sent: Monday, January 06, 2014 9:05 AM
To: Schmitz, Wendy
Subject: Resignation from commission

Wendy,

I just want to let you and the commissioner board know that I am no longer available to serve on senior commission board. Please accept my resignation. If you have questions or would like to contact me, you can reach me at 920-458-6563 or cherpao@hotmail.com

Cher Pao Vang

Sent from my iPad

JAN 9 '14 PM 5:06

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

BUSINESS IMPROVEMENT DISTRICT

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
David Gass (Business Owner)	1/20/14	12/31/15
Tom Brickley (Business Owner)	1/20/14	12/31/15
David Haneman (Property Owner)	1/20/14	12/31/15
David Sanderson (Property Owner)	1/20/14	12/31/15
Whitney Viglietti (Business Owner)	1/20/14	12/31/15



Mayor Mike Vandersteen



January 20, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Aurora Bonilla to be considered for appointment to the Senior Activity Center Commission to fill the unexpired term of Cher Pao Vang 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

I

Hearing No. - 13 - 14. January 20, 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 establish the Use District Classification of recently annexed property located at the southwest corner of N. 36th St. and Wilgus Ave. as Class SC Suburban Commercial Classification:

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOLUME 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE. (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88°46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00°26'17" W 654.80' TO A POINT ON THE CENTER LINE OF WILGUS AVE. SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST R/W LINE OF N. 36TH ST. AND SAID CENTER LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE N 63°54'43" W ALONG SAID CENTER LINE 129.30' TO THE NW CORNER OF THE C.S.M., THENCE S 00°21'17" W ALONG THE WEST LINE OF SAID C.S.M. 195.81' TO THE SW CORNER OF LOT 1 OF SAID C.S.M., THENCE N 88°38'47" E ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION, 176.36' TO A POINT ON THE EAST R/W LINE OF N. 36TH ST., THENCE N 00°26'17" E ALONG SAID EAST R/W LINE AND ITS EXTENSION 105.51' TO A POINT ON THE CENTER LINE OF WILGUS AVE., THENCE N 63°54'43" W ALONG SAID CENTER LINE 66.56' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 26,573.07 SQ. FT. OR 0.61 ACRES.

All interested persons will now be heard.

Jan 3rd + 10th

Publish - ~~November 29th~~ and ~~December 6, 2013.~~

Classified

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

~~7:00~~ ^{Jan 20th} Notice is hereby given that a public hearing will be held at
~~7:00~~ P.M., ~~December 16, 2013,~~ 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 establish
the Use District Classification of recently annexed property
located at the southwest corner N. 36th Street and Wilgus Avenue as
Class SC Suburban Commercial Classification:

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOLUME 7, PAGE
236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND
THE SOUTH 1/2 OF WILGUS AVE. (AKA WILGUS RD.) ADJACENT TO
SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4
OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY,
STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15
N., R. 23 E. THENCE S 88°46'57" W ALONG THE NORTH LINE OF
THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00°26'17"
W 654.80' TO A POINT ON THE CENTER LINE OF WILGUS AVE.
SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY
EXTENSION OF THE WEST R/W LINE OF N. 36TH ST. AND SAID
CENTER LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING.
THENCE N 63°54'43" W ALONG SAID CENTER LINE 129.30' TO THE
NW CORNER OF THE C.S.M., THENCE S 00°21'17" W ALONG THE
WEST LINE OF SAID C.S.M. 195.81' TO THE SW CORNER OF LOT 1
OF SAID C.S.M., THENCE N 88°38'47" E ALONG THE SOUTH LINE
OF SAID LOT 1 AND ITS EXTENSION, 176.36' TO A POINT ON THE
EAST R/W LINE OF N. 36TH ST., THENCE N 00°26'17" E ALONG
SAID EAST R/W LINE AND ITS EXTENSION 105.51' TO A POINT ON
THE CENTER LINE OF WILGUS AVE., THENCE N 63°54'43" W ALONG
SAID CENTER LINE 66.56' TO THE POINT OF BEGINNING. SAID
TRACT CONTAINS 26,573.07 SQ. FT. OR 0.61 ACRES.

SUSAN RICHARDS
City Clerk

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., January 20, 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 establish the Use District Classification of recently annexed property located at the southwest corner N. 36th Street and Wilgus Avenue as Class SC Suburban Commercial Classification:

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOLUME 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88 deg. 46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00 deg. 26'17" W 654.80' TO A POINT ON THE CEN-

*Published
Jan 3 or 10
for Jan 20th
hearings.*

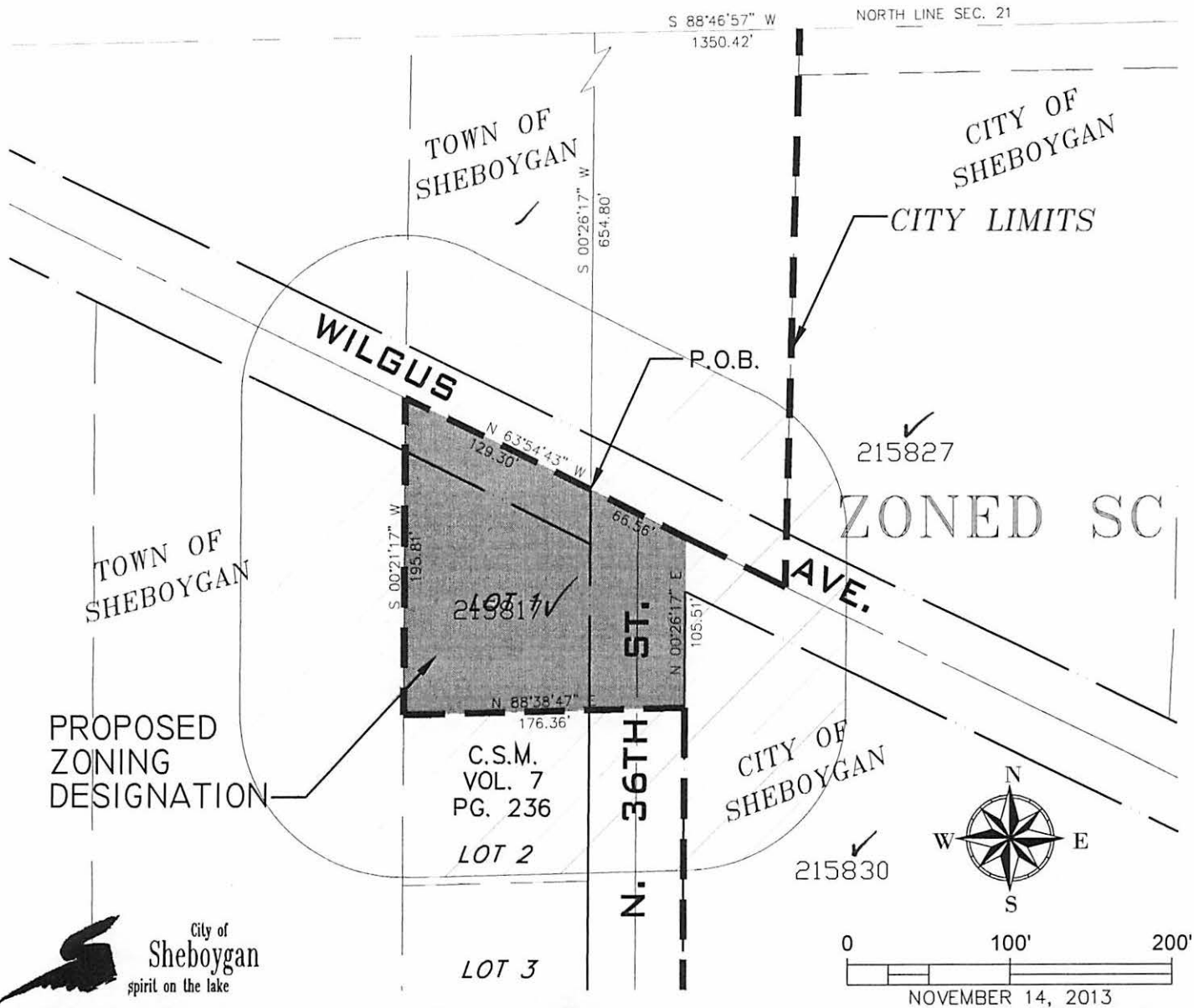
THENCE S 00 deg.
26'17" W 654.80' TO A
POINT ON THE CENTER
LINE OF WILGUS
AVE SAID POINT ALSO
BEING THE INTERSEC-
TION OF THE NORTH-
ERLY EXTENSION OF
THE WEST RWLINE
OF N. 36TH ST. AND
SAID CENTER LINE,
SAID POINT ALSO BE-
ING THE POINT OF BE-
GINNING. THENCE N
63 deg. 54'43" W
ALONG SAID CENTER
LINE 129.30' TO THE
NW CORNER OF THE
C.S.M., THENCE S 00
deg. 21'17" W ALONG
THE WEST LINE OF
SAID C.S.M. 195.81'
TO THE SW CORNER OF
LOT 1 OF SAID C.S.M.,
THENCE N 88 deg.
38'47" E ALONG THE
SOUTH LINE OF SAID
LOT 1 AND ITS EXTEN-
SION, 176.36' TO A
POINT ON THE EAST
RWLINE OF N. 36TH
ST., THENCE N 00 deg.
26'17" E ALONG SAID
EAST RWLINE AND
ITS EXTENSION 106.51'
TO A POINT ON THE
CENTER LINE OF WIL-
GUS AVE., THENCE N
63 deg. 54'43" W
ALONG SAID CENTER
LINE 66.56' TO THE
POINT OF BEGINNING.
SAID TRACT CON-
TAINS 26,573.07 SQ.
FT. OR 0.61 ACRES.

SUSAN RICHARDS
City Clerk
Pub. Jan. 3, 10, 2014
WNAXLP

PROPOSED ZONING DESIGNATION OF SC FOR DHP LLC. SECTION 21, T. 15 N., R. 23 E.

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOL. 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE. (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88°46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00°26'17" W 654.80' TO A POINT ON THE CENTER LINE OF WILGUS AVE. SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST R/W LINE OF N. 36TH ST. AND SAID CENTER LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE N 63°54'43" W ALONG SAID CENTER LINE 129.30' TO THE NW CORNER OF THE C.S.M., THENCE S 00°21'17" W ALONG THE WEST LINE OF SAID C.S.M. 195.81' TO THE SW CORNER OF LOT 1 OF SAID C.S.M., THENCE N 88°38'47" E ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION, 176.36' TO A POINT ON THE EAST R/W LINE OF N. 36TH ST., THENCE N 00°26'17" E ALONG SAID EAST R/W LINE AND ITS EXTENSION 105.51' TO A POINT ON THE CENTER LINE OF WILGUS AVE., THENCE N 63°54'43" W ALONG SAID CENTER LINE 66.56' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 26,573.07 SQ. FT. OR 0.61 ACRES.



Van Horn Holdings LLC
PO Box 1144
Sheb. WI 53082

Plankview Green Dev., LLC
N5908 Willow Rd
Plymouth, WI 53073

Tn of Sheb.
1512 N. 40th.
Sheb. WI 53081

3

Van Horn Holdings LLC
PO Box 1144
Ship WI 23085

Franklin Green Dev. LLC

1215 W. Hill
Ship WI 23085

Tr of Ship.

1215 W. Hill

Ship WI 23085

3

I

Hearing No. - 13 - 14. January 20, 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 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 $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, T15N, R23E in the City of Sheboygan, Sheboygan County, WI.

All interested persons will now be heard.

III

2.3

Res. No. 107 - 13 - 14. By Alderpersons Thiel and Lewandoske. Dec 16, 2013

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 1539 N. 33rd Place.

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

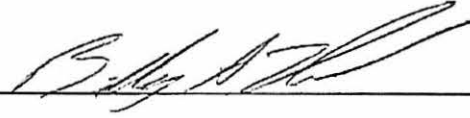
NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., January 20, 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 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 1/4 of the SW 1/4 of Section 16, T15N, R23E in the City of Sheboygan, Sheboygan County, WI.

Jamson/Carlson



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 16th day of December, 2013.

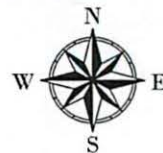
Dated December 20 2013. Susan J. Richards, City Clerk

Approved December 20 2013. Michael Vanderstelt, Mayor

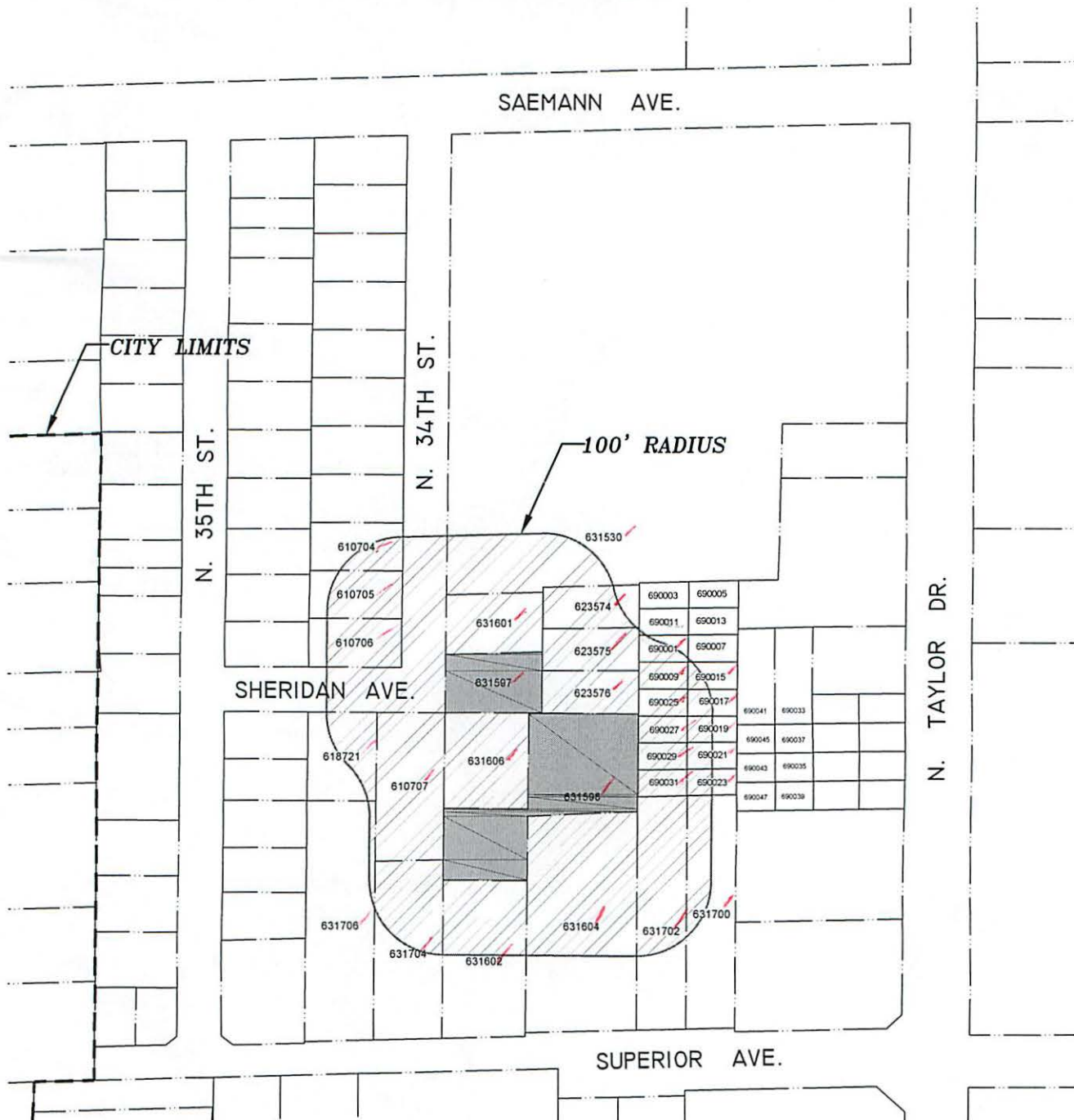
Proceedings Published December 26, 2013.
Resolutions Published December 26, 2013.
Certified December 26, 2013 to Alliant; Dir of City Dev.

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.



Res 107-20th

- 610704 - Edward + Anne Kelly - 1618 N. 34th St.
- 610705 - Janet Senglaub - 1612 N 34th St.
- 610706 - Randall Eisold - 3414 Sheridan Ave.
- 618721 - Charlotte Koehler - 3415 Sheridan Ave.
- 631706 - Charles + Kara Koehler - 3412 Superior Ave.
- 610707 - Gary Daye - 3405 Sheridan Ave
- 631704 - Matthew + Melissa Kflum - 3404 Superior Ave.
- 631530 - Ebenezer United Church of Christ - 3215 Seemann Ave.
- 631601 - Rammer Trust - Jane Rammer - 1607 N. 34th St.
- 631597 - AW Real Estate LLC - 837 Riverfront Dr, Ste #300
- 631606 - JHA Properties LLC - 633 St. Clair Ave.
- 631602 - Endoking, LLC - 10401 W Lincoln Ave - West Allis 53227-125
- 623574 - Alan + Gail Mueller - 1605 N. 33rd Pl.
- 623575 - JMS Rentals, LTD - PO Box 118 - Sheb. Falls 53085
- 623576 - " " " "
- 631598 - AW Real Estate
- 631604 - Child's Play of DePere, Inc - 3304 Superior Ave.
- 690001 - Daniel + Esther Pastor - 3234A W Meadows Ct.
- ~~690001~~ ~~3234A~~ ~~W Meadows Ct.~~
690027 - Lynda Butzer - 3233B W Meadows Ct.
- 631702 - Superior 2, LLC - 909 N. 8th St.
- 631700 - " " " "
- 690015 - OTNOC LLC - 1015 Prairie Rd. - Plymouth 53073-4325
- 690017 - William + Kathleen Nooak - 3227A W Meadows Ct.
- 690019 - Quentin + Bette Andrews - 3227B W Meadows Ct.
- 690021 - James Kongslien - 3227C W Meadows Ct.
- 690023 - Bernice Hubert - 3227D W Meadows Ct.
- 690009 - George + Hendrika Riemersma - 3234E W Meadows Ct.
- 690025 - Adeline Bratz - 3233A W Meadows Ct.

90029 - Debra Vester - 3233C W Meadows Ct.
90031 - Debra Willadsen - 3233D W Meadows Ct.
90011 - James & Diane Darkow - 3234F W Meadows Ct.

- 610704 - Edward + Anne Kelly - 1618 N. 34th St.
610705 - Janet Senglaub - 1612 N 34th St.
610706 - Randall Eisold - 3414 Sheridan Ave.
618721 - Charlotte Koehler - 3415 Sheridan Ave.
631706 - Charles + Kara Koehler - 3412 Superior Ave.
610707 - Gary Daye - 3405 Sheridan Ave.
631704 - Matthew + Melissa Plum - 3404 Superior Ave.
631530 - Ebenezer United Church of Christ - 3215 Seemann Ave.
631601 - Rammer Trust - Jane Rammer - 1607 N. 34th St.
631597 - AW Real Estate LLC - 837 Riverfront Dr, Ste #300
631606 - JHA Properties LLC - 633 St. Clair Ave.
631602 - Endoking, LLC - 10401 W Lincoln Ave West Allis 53227-1255
623574 - Alan + Gail Mueller - 1605 N. 33rd Pl.
623575 - JMS Rentals, LTD - PO Box 118 - Sheb. Falls 53085
623576 - " " " " " "
631598 - AW Real Estate
631604 - Child's Play of De Pere, Inc - 3304 Superior Ave.
690001 - Daniel + Esther Pastoor - 3234A W Meadows Ct.
~~690002~~ ⁶⁹⁰⁰²⁷ - Lynda Butzer - 3233B W Meadows Ct.
631702 - Superior 2, LLC - 909 N. 8th St.
631700 - " " " " "
690015 - OTNOC LLC - 1015 Prairie Rd. - Plymouth 53073-4323
690017 - William + Kathleen Novak - 3227A W Meadows Ct.
690019 - Quentin + Bette Andrews - 3227B W Meadows Ct.
690021 - James Kongslien - 3227C W Meadows Ct.
690023 - Bernice Hubert - 3227D W Meadows Ct.
690009 - George + Hendrika Riemersma - 3234E W Meadows Ct.
690025 - Adeline Bratz - 3233A W Meadows Ct.

II

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

Submitting various license applications.



City Clerk

TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2947	Sheboygan Leadership Academy	1305 St. Clair Ave. - one-day event to be Held 2/22/14 at the RCS Empowers building To include the front entry & gym/café area.

11

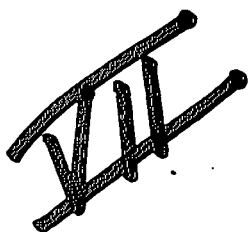
Handwritten text, possibly a signature or name, located in the upper left quadrant.

Main body of extremely faint, illegible handwritten text covering the majority of the page.

2015 Budget Schedule

February, 2014	Strategic Fiscal Planning Committee submits to the Common Council established budget goals and objectives for 2015 budget process and beyond
March, 2014	Chief Administrative Officer communicates to department heads goals and objectives for 2015 budget submittals and beyond
May, 2014	Departmental budget submittals and reviews
July 14, 2014	2015 General Fund Budget summary to Finance Committee
July 21, 2014	2015 Preliminary Budget submitted to Council
August, 2014	Standing Committees review department budgets and report Committee recommendations to the Common Council on Aug 18, 2014
August 25, 2014	Finance Committee review reports of Standing Committees on departmental budgets
September 2, 2014	Proposed budget submitted to Common Council
September 15, 2014	Publication of Notice of Public Hearing on 2015 Proposed Budget
September 15, 2014	Report of Fund Balance and G O Bonded Debt to the Common Council
October 6, 2014	Public Hearing on 2015 Proposed Budget and Council discussion on the status of departmental budgets
October 13, 2014	Finance Committee final review of 2015 Budget
October 20, 2014	Council Meeting to adopt the 2015 Budget

Chief Administrative Officer



R. C. No. _____ - 13 - 14. By LAW AND LICENSING. January 20, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 219-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be granted with various caveats (indicated below):

CHANGE OF PREMISE (Permanent)

Adding an area to the west of the current bar area for a gaming room/sports bar in the NW corner of the motel on the first floor of the Executive Bar located at 723 Center Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0254	Abhold, Sarah F.	
0258	Baughman, Matthew James	
8495	Beinemann, Jesse P.	
8207	Benirschke, Hayley E.	
*0253	Berg, Stacey L.	
*Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.		
7863	Brendel, Katie A.	
0260	Edson, Tom C.	
0257	Hansen, Eric Harper	
0259	Lindquist, Nicholas C.	
0252	Lucrelli, Brenda S.	
0250	Maxey, Josh D.	
0255	Ruszkiewicz, Amanda M.	
8377	Schroeder, Sarah E.	

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
0251	Biller, Colleen L.
5224	Gaumer, Michael B.
0261	Lorenzo, Cynthia

MASSAGE ESTABLISHMENT LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1685	Bonelli, Robyn	1812 Superior Ave.
2727	Bonjour Massage	1327 N. 8 th St.
2258	Curative Therapies LLC	604 Erie Ave.
2689	Integrated Massage Therapy	1014 Dillingham Ave.
2523	Nouvelle Salon & Day Spa	1520 Union Ave.
2463	Professional Massage Therapy	1509 N. 13 th St.

2804 Reflections Spa
1701 Salon Sase
2496 Salus Face and Body Studio

725 Blue Harbor Dr.
631 Riverfront Dr.
1327 N. 8th St.

_____ 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

R. O. No. - 13 - 14. By CITY PLAN COMMISSION. January 20, 2014.

Your Commission to whom was referred R.O. No. 234-12-13 by the City Clerks submitting a communication from Nsight regarding City of Sheboygan Ordinance and telecommunication facilities within residentially zoned districts; wishes to report this matter was discussed at the regular meeting of the City Plan Commission January 14, 2014, and after due consideration, recommends the R.O. be filed.

Director of Planning & Development

II

3.7

R. O. No. 234 - 12 - 13. By CITY CLERK. January 7, 2013.

Submitting a communication from Nsight regarding City of Sheboygan ordinances and telecommunications facilities within residentially zoned districts.

*City
Planning*
file

Susan Richards

City Clerk

II

1937

How much



150 Security Blvd. • Green Bay, WI 54313 • Phone: 920-617-7000 • Fax: 920-617-7329
P.O. Box 19079 • Green Bay, WI 54307-9079

www.nsignal.com

January 4, 2013

Mayor Terry Van Akkern
Members of the Common Council
Attn: Sue Richards
City of Sheboygan
828 Center Ave. #100
Sheboygan, WI 53081

RE: City of Sheboygan Ordinance and telecommunications facilities within residentially zoned districts.

Dear Mr. Mayor and Members of the Common Council,

Nsight is the parent company of Cellcom, which you are probably aware is a local provider of wireless voice and data services. Cellcom has recently signed a master lease agreement with the Sheboygan School District which will allow and encourage Cellcom to locate antenna facilities on School District property.

Cellcom's interest in this partnership is twofold. One, to partner with a public entity so rent monies flow back into the community. Two, to provide necessary coverage and capacity for Cellcom's 4G network. However, for both parties to utilize this partnership and for Cellcom to provide the coverage and capacity necessary to support its network, a roadblock has come up in the form of the City Ordinance.

According to Steve Sokolowski, and unlike many city ordinances, the City of Sheboygan ordinance does not allow any type of telecommunications facility to be located within a residentially zoned district. This type of ordinance restriction was common 10 years ago as cities tried to prevent tower from being located in residential areas that are typically more aesthetically sensitive than an industrial or commercially zoned districts. As time has gone by, and wireless use and the need for additional antenna facilities have exploded, many of these ordinances have adapted in various ways to allow telecommunications facilities in residentially zoned districts.

The adapted ordinances, generally in the form of an ordinance revision, typically limit telecommunications facilities in residentially zoned districts to stealth towers (light poles, flag poles, ballpark light poles, etc) or the co-location of antennas on existing buildings or structures. The purpose of allowing telecommunications facilities in residentially zoned areas is to allow coverage to poorly served areas and, more importantly, capacity to

handle the massive data consumption of Smart Phones and 4G services. Without penetration into these areas it becomes impossible to meet the engineering needs required for fast or reliable service.

Cellcom is hoping to avoid network problems caused by poor coverage or lack of capacity. To do this, Cellcom (and other carriers) will need the ability to penetrate residential and other districts with antenna facilities. Cellcom has no intention of building massive tower structures in aesthetically sensitive residential areas but does have an interest, driven by engineering needs, to open up other areas of the City to locate antenna facilities.

To this end, Cellcom respectfully requests that the Mayor and Common Council refer this matter to the Plan Commission for review and consideration of expanding the placement of telecommunications facilities into residentially zoned districts and other districts to assist in the development and deployment of 4G services and the upgraded services which will surely follow.

Sincerely,

James J. Weinmann
Agent for Cellcom

Schroeder, Linda

From: Schroeder, Linda
Sent: Tuesday, January 08, 2013 8:18 AM
To: Richards, Sue
Subject: FW: Nsight Cellcom contact information

FYI

From: Jim Weinmann [<mailto:jimweinmann@wirelessplanning.com>]
Sent: Monday, January 07, 2013 2:24 PM
To: Schroeder, Linda
Subject: Nsight Cellcom contact information

Hi Linda,

Per my call, my contact information is below. Sorry I did not include this in my letter.

Please send a return email to confirm receipt.

Thank you for your help.

Jim

Jim Weinmann
Wireless Planning, LLC
2310 Mill Street
New London, WI 54961
920-982-3286

II

R. O. No. - 13 - 14. By CITY PLAN COMMISSION. January 20, 2014.

Your Commission to whom was referred Res. No. 111-13-14 by Alderperson Hammond authorizing the purchase of 812 New Jersey Avenue for the purposes of adding to the adjacent City of Sheboygan owned development site; 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.

Director of Planning & Development

II

III

44

Res. No. 111 - 13 - 14. By Alderperson Hammond. December 16, 2013.

A RESOLUTION authorizing the purchase of 812 New Jersey Avenue for the purpose of adding to the adjacent City of Sheboygan owned development site.

WHEREAS, the property is a former convent owned by Ss. Cyril Church and is vacant;

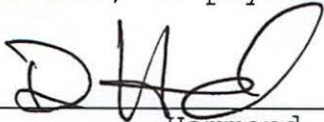
WHEREAS, as part of the Harbor Centre Master Plan and the upcoming Business Improvement District Master Plan, this area is identified as a critical connection area between the South Pier/Riverfront District and the Downtown District;

WHEREAS, the City of Sheboygan has received an accepted offer in the amount of \$70,000;

RESOLVED, that the Common Council authorizes the Mayor and City Clerk to sign all appropriate conveyance documents for 812 New Jersey Avenue 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*



Hammond

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

BROKER DISCLOSURE TO CUSTOMERS

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the
6 following duties:

- 7 ■ The duty to provide brokerage services to you fairly and honestly.
- 8 ■ The duty to exercise reasonable skill and care in providing brokerage services to you
- 9 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless
10 disclosure of the information is prohibited by law.
- 11 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is
12 prohibited by law (See Lines 88-83).
- 13 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the
14 confidential information of other parties (See Lines 22-39).
- 15 ■ The duty to safeguard trust funds and other property the broker holds.
- 16 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 **BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION**
24 **OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,**
25 **UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR**
26 **INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER**
27 **PROVIDING BROKERAGE SERVICES TO YOU.**

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (3g) OF THE WISCONSIN STATUTES (SEE LINES 88-83).
- 30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.
- 32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST
33 THAT INFORMATION BELOW (SEE LINES 35-38). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 **CONFIDENTIAL INFORMATION:** _____

36
37 **NON-CONFIDENTIAL INFORMATION (The following information may be disclosed by Broker):** _____

38
39 **(INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)**

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/We agree that the broker and any affiliated settlement service providers (for example, a mortgage company or title company) may
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we
43 withdraw this consent in writing.

44 List Home/Cell Numbers: _____

45 **SEX OFFENDER REGISTRY**

46 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the
47 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

48 BY INITIALING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND

49 THAT John C. O'Connell and Shirleywood S. Sullivan are working

50 as: (Owner/Listing Broker's Agent) (Buyer's Tenant's Agent or Buyer's Broker's Agent) **[STRIKE ONE]**

51

52 BY INITIALING THIS FORM I/WE ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY LEGAL OBLIGATIONS TO BROKER.

53 Initials ▲ Date ▲ Print Name (optional) ▲ Initials ▲ Date ▲ Print Name (optional) ▲

54 No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

85 **DEFINITION OF MATERIAL ADVERSE FACT(S)**

86 A material adverse fact is defined in Wis. Stat. § 452.01(6g) as an adverse fact that a party indicates is of such significance, or that
87 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect
88 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision
89 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence
90 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce
91 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
92 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or
93 agreement made concerning the transaction.

WB-15 COMMERCIAL OFFER TO PURCHASE

page 1 of 8, WB-15

1 LICENSEE DRAFTING THIS OFFER ON 11-25-13 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~(BTRIKE THOSE NOT APPLICABLE)~~

3 **GENERAL PROVISIONS** The Buyer, City of Sheboygan

4 _____, offers to purchase the Property known as (Street Address) 312 New Jersey Ave.,

5 _____ in the City

6 of Sheboygan, County of Sheboygan, Wisconsin

7 (Insert additional description, if any, at lines 109-116 or 277-286 or attach as (incorporandum per line 479), on the following terms:

8 **PURCHASE PRICE:** Seventy thousand Dollars (\$ 70,000).

9 _____)

10 **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ 2,000 will be

11 mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or

12 _____.

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

14 **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer

15 not excluded at lines 20-22, and the following additional items: _____

16 _____

17 _____

18 All personal property included in purchase price will be transferred by bill of sale or _____

19 _____

20 **NOT INCLUDED IN PURCHASE PRICE:** _____

21 _____

22 _____

23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 303-310) to be excluded

24 by Seller or which are rented and will continue to be owned by the lessor.

25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

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

27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from

28 acceptance provide adequate time for both binding acceptance and performance.

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

30 12-10-13. Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF

34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

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

36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

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

39 Buyer's recipient for delivery (optional): _____

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: () _____ Buyer: () _____

42 (3) **Commercial Delivery:** depositing the document or written notice less prepaid or charged to an account with a commercial delivery

43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at

44 line 47 or 48.

45 (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

46 recipient for delivery if named at lines 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a

50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,

51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and

52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): J.Crosby@sheboyganwi.com

54 E-Mail address for Buyer (optional): J.Crosby@sheboyganwi.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated 8-23-13, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and

61 _____
62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.08.

67 **CLOSING** This transaction is to be closed no later than 1-17-2014
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
71 _____

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

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

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

- 75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
- 76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 77 Current assessment times current mill rate (current means as of the date of closing)
- 78 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
- 79 known, multiplied by current mill rate (current means as of the date of closing)
- 80 Property is exempt.

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

84 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
85 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
86 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
87 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
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-288 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 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,
95 are _____
96 _____ Insert additional terms, if any, at lines 109-115 or 277-288 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction ~~(is)~~ **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 387). If not exempt, (Buyer) (Seller) **STRIKE ONE** "Buyer" if neither is stricken shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **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
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: None
106 _____ If "Time

107 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"
108 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.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** Purchaser price to include buildings of 812 Pawtucket Ave.,
110 and all of lots 10 and 11. Buyer shall provide easement that runs with the
111 land, of approximately 45 feet east of garage door to the rear. Seller will
112 grant an easement for the new water meter through the property, through the
113 church parking lot.
114 buyer to grant seller the right to maintain their current encroachment
115 upon the subject premises as well as any existing easements there.

812 New Jersey Ave, Sheboygan, WI

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

117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

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

130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

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

135 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken)
136 expense, a zoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 ~~STRIKE ONE~~ **CHECK ALL THAT APPLY** for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither is
141 stricken) a CSM _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within 20 days of
143 acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: ~~STRIKE ONE~~ **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

- 159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
- 162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
- 164 Rent roll.
- 165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

- 179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.
- 181 ■ **CONDITIONS AFFECTING THE PROPERTY OF TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:
- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way,
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquakes, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, roads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archaeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.
- 216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.
- 223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.
- 226 (Definitions Continued on page 6)

227 IF LINE 226 IS NOT MARKED OR IS MARKED NO LINES 284-289 APPLY.

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

237 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 OR 239.
238 FIXED RATE FINANCING: The annual rate of interest shall not exceed _____%.
239 ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____%. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
241 interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes.

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-116 or 277-288
244 or in an addendum attached per line 479.

245 NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

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

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

258 FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 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
261 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
262 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
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 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
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

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

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

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** offer contingent upon buyer having
278 a survey done, identifying any encroachments, and finding
279 them acceptable, along with access easements.
280
281
282 The buyer reserves the right to have a Phase I environmental
283 site assessment done and offer is contingent on an acceptable
284 assessment within 25 days of acceptance.
285
286

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater
 300 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site
 301 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or
 302 other site evaluation at lines 108-116 or 277-286 or attach as an addendum per line 470.

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

318 **EARNEST MONEY**

319 ■ **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
 320 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.

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

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 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
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 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
 328 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;
 329 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
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 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
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 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
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

812 New Jersey Ave, Sheboygan, WI

340 **TITLE EVIDENCE**

341 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 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
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 _____

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

350 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
352 other than the current use.

353 **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
354 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.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ~~**GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) (STRIKE ONE) Seller's~~ If
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than 20 days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-346, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 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
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

374 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
375 services under Wis. Stat. § 66.0827 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
376 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
377 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
378 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0817(1)(f).

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense (STRIKE ONE)
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-226) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 25 days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

390 **RIGHT TO CURE:** Seller (shall) (shall not) (STRIKE ONE) (shall) if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

388 **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
387 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
389 remedies.

399 If Buyer defaults, Seller may:
400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:
403 (1) sue for specific performance; or
404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

405 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 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.

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

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

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

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 9 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
422 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
423 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
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
426 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
427 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
428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with itemized invoices for all itemized repairs and
429 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
430 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
431 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,
432 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
433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
436 (808) 240-5630.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
439 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
440 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
441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
446 **contingency.**

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

Property Address:

812 New Jersey Ave, Shabazz, WI

460 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
 461 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
 462 a qualified independent inspector or qualified independent third party performing an inspection of _____
 463 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
 464 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
 465 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
 466 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
 467 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
 468 inspection(s).

469 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
 470 knowledge or written notice before signing the Offer.

471 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
 472 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
 473 objects (Notice of Defects).

474 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

475 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
 476 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 477 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 478 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 479 inspection report(s) and: (1) 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
 480 not cure or (b) Seller does not timely deliver the written notice of election to cure.

481 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
 482 _____, no later than _____. If Seller accepts a bona fide secondary offer,
 483 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
 484 Contingency and _____
 485 _____

486 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
 487 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
 488 null and void.

489 **ADDENDA:** The attached Broker Disc. conditions, Ad. S & CW, app. DH is/are made part of this Offer.

490 This Offer was drafted by [Licensee and Firm] Joe Condy, Shorewest Realtor
 491 _____ on 11-25-13

492 Buyer Entity Name (if any): _____

493 Michael J. Vandersteen MICHAEL J. VANDERSTEEN, Mayor 11-26-13
 494 Buyer's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

495 (x) _____
 496 Buyer's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

497 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

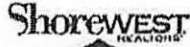
498 _____ Broker (By) _____
 499 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
 500 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
 501 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

502 Seller Entity Name (if any): _____
 503 x) Fr. Paul J. Fli Fr. Paul J. Fli ss, Pastor SSCM December 7, 2013
 504 Seller's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

505 (x) _____
 506 Seller's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

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

509 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 510 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



ADDENDUM CW TO THE OFFER TO PURCHASE

This Addendum is attached to and made part of the Offer to Purchase dated 11-25-13 made by the Buyer, City of Sheboygan with respect to the Property at 812 New Geneva Ave, Sheboygan, Wisconsin.

If required by the local municipality, Seller shall provide Buyer a current Clear Water Certificate of Compliance prior to closing, including any corrections required for illegal sump pump installations, at Seller's cost.

NOTE: Several municipalities have passed Clear Water Ordinances, which generally provide that no person shall sell, transfer, or convey ownership of a building serviced by a sanitary sewer until such time as a Clear Water Certificate of Compliance has been obtained from the municipality. Changing ownership without such certificate of compliance ordinarily will constitute a violation of Clear Water Ordinances. Seller, Buyer, or both may be subject to penalties, per the terms of the ordinance.

Seller shall order the Compliance Inspection no later than 25 days after acceptance of Offer, or -

If Property does not have a sump pit & pump, Seller represents that Seller has no knowledge of a plugged under-the-basement floor connection except:

If Clear Water is illegally entering the sanitary sewer system via an under-the-basement floor connection at the time of acceptance, (Seller) (Buyer) STRIKE ONE ("Seller" if neither is struck) will be responsible for all necessary work required to bring the property into compliance with current code requirements, including a sump pit, pump and electrical connections if none exists. The parties acknowledge that plugging of cross connections may eliminate code violations although it may not comply with current code requirements.

Should the cost of compliance, including the cost of installation of sump pit, pump and electric connections, exceed \$ - , the Party responsible for compliance and installation may declare this offer null and void by providing a written notice of termination, accompanied by at least two estimates which exceed said cost, from qualified independent experts to the other Party.

Seller and Buyer may enter into an escrow agreement if work cannot be completed prior to closing, if allowed by local municipality. Seller and Buyer understand that upon municipal inspection, compliance may be required by a specified date, and may be required even if this transaction does not close.

Handwritten signatures and dates: Buyer (Michael Stauder) 11/26/13, Seller (Fr. Paul J. F.) 12/7/13

Table with 4 columns: Buyer, Date, Seller, Date. Lists various municipalities and their contact numbers.

Please check with the municipality in which the Property is located to verify if they have a Clear Water Ordinance.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

Drafted by: Attorney Kevin King, Wisconsin REALTORS® Association
Copyright 2008 by Sheboygan County Board of REALTORS® & Wisconsin REALTORS® Association
Reproduced by Shorewest, REALTORS® 01/2013

SELLER DISCLOSURE REPORT - COMMERCIAL

PROPERTY OWNER: SS Capital & Meth
PROPERTY ADDRESS: 812 New Jersey Ave, Shelburne, VT
OWNER HAS OWNED THE PROPERTY FOR 53 YEARS.

Wis. Admin. Code § RL 24.07(1)(a) requires listing brokers to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." Wis. Admin. Code § RL 24.07(2) requires listing brokers to disclose all material adverse facts discovered in Broker's Inspection or disclosed by Owner, in writing, in a timely manner, to all parties. This Seller Disclosure Report is a tool designed to help the licensee fulfill these licensee law duties. Owner's statements are a representation of Owner's knowledge of the Property's condition. It is not a property condition warranty by the Owner or any agent of the Owner, nor is it a substitute for any inspections or testing buyer may wish to have done. Buyer may, however, rely upon this information in deciding whether or not, or upon what terms, to purchase the Property. In this form, "defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

Are you aware of any of the following with regard to the Property? "Aware" means to have notice or knowledge.

CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following item (23).

1. Defects in structural components, e.g. roof, foundation, basement or other walls? yes no unsure
2. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting? yes no unsure
3. Underground or above ground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? yes no unsure
4. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises? yes no unsure
5. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property? yes no unsure
6. Zoning or building code violations, any land division involving the property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way? yes no unsure
7. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district? yes no unsure
8. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property? yes no unsure
9. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition? yes no unsure
10. Flooding, standing water, drainage problems or other water problems on or affecting the Property? yes no unsure
11. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides? yes no unsure
12. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property? yes no unsure
13. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations? yes no unsure
14. The Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? yes no unsure

- 15. All, or part, of the Property is subject to, enrolled in or in violation of a Farmland Preservation Agreement (see 25) or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program? yes no unsure
- 16. A pier attached to the Property that is not in compliance with state or local pier regulations? yes no unsure
See <http://dnrwi.gov/> for information.
- 17. Governmental investigation or private assessment/audit (of environmental matters) ever being conducted? yes no unsure
When and by whom? _____
- 18. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking? yes no unsure
- 19. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property? yes no unsure
- 20. A structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property? yes no unsure
- 21. Other defects affecting the Property? yes no unsure
- 22. 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 at 608-268-2149 or visit <http://www.revenue.wi.gov/factsel/usesasmt.html>.
 - (a) The land has been assessed as agricultural land under Wis. Stat. § 70.92 (2)? yes no unsure
 - (b) The land has been assessed a use-value conversion charge under Wis. Stat. § 74.485(2)? yes no unsure
 - (c) The payment of a use-value conversion charge has been deferred under Wis. Stat. § 74.485(4)? yes no unsure
- 23. Notice: 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. Call 608-224-4600 or visit <http://www.dnr.wisconsin.gov/workinglands/index.htm> for more information. The Property is in a certified farmland preservation zoning district or subject to a farmland preservation agreement? yes no unsure

EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS

2) Both hunting & fishing are a part of the end of their life.

Notice: 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.wisconsinoffenders.org> or by phone at 608-240-6880.

The Owner certifies that the information in this report is true and correct to the best of the Owner's knowledge as of the date below.

(X) Deann Michael Bixler 8-23-13 (X) _____
Signature ▲ Date ▲ Signature ▲ Date ▲

Broker certifies that Broker has inspected the property and that unless otherwise indicated, Broker is not aware of any defects other than those disclosed by this report or of information inconsistent with this report.

Thomas Reardon (X) Bob Coady 8-23-14
Broker/Firm Name ▲ Signature ▲ Date ▲

(X) Michael Bixler (X) _____
Buyer's Signature ▲ Date ▲ Buyer's Signature ▲ Date ▲

**OFFER ADDENDUM S — LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGEMENTS**

1 ■ **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at 812 New Jersey Ave.
11 Sheboygan, Wisconsin.

12 ■ **SELLER DISCLOSURE AND CERTIFICATION.** Note: See Seller Obligation at lines 27-84 and 85-112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the property except: None known

15
16 (Explain the information known to Seller, including any additional information available about the basis for the determination
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20
21 (Identify the LBP record(s) and report(s) (e.g. LBP abatements,
22 inspections, reductions, risk assessments, etc., as defined at lines 89-107) provided to Buyer, or indicate "none available.")

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
24 knowledge, that the information provided by them is true and accurate.

25 (X) Doreen Marie Burch 8-23-13
26 (All Sellers' signatures) ▲ Print Names Here ▶ (Date) ▲

27 **Seller Obligations under Federal Lead-Based Paint Disclosure Rules**
28 (Based upon 40 CFR Chapter 1, Part 746, Subpart F, §§746.103, 746.107, 746.110, 746.113 & 746.116; and 24 CFR subtitle A,
29 Part 35, Subpart H, §§35.86, 35.88, 35.89, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an EPA-approved lead hazard information
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
35 #747-K-04-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) **Disclosure of Known LBP to Buyer.** The Seller shall disclose to the Buyer the presence of any known lead-based
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) **Disclosure of Known LBP & LBP Records to Agent.** The Seller shall disclose to each agent the presence of any
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) **Provision of Available LBP Records and Reports to Buyer.** The Seller shall provide the Buyer with any records or reports
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) **Disclosure Prior to Acceptance of Offer.** If any of the disclosure activities identified in lines 30-84 occurs after the Buyer
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGEMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of an interest in residential real property on which a residential dwelling was built prior to 1978 is notified
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
62 reduce intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt
77 of the information set out in lines 67-75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123-127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 60-64)
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (referred
93 to in the singular whether one or more).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
97 centimeter or 0.6 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
102 abatement, etc.

103 Risk assessment means on-site investigation to determine and report the presence of lead-based paint, and to evaluate
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)
107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (referred to in the singular
110 whether one or more).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80-84) hereby
116 acknowledge that: (1) the Seller was informed of his or her obligations under Federal LBP Law (see lines 27-24 and 65-
118 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.
117 (2) **CERTIFICATION:** The undersigned agent(s) have reviewed the information above and certify, to the best of their
118 knowledge, that the information provided by them is true and accurate.

119 *Joe Coady* 8-23-13
120 (Agent's signature) Print Agent & Firm Names Here Joe COADY, SHOREWEST REALTORS (Date)

121 *Joe Coady* 11-7-13
122 (Agent's signature) Print Agent & Firm Names Here Joe COADY, SHOREWEST REALTORS (Date)

123 **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
126 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
128 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123-126, a Buyer may waive the opportunity
127 to conduct the risk assessment or inspection by so indicating in writing.

128 **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGEMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is
130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131-146.]

131 **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
133 no lead-based paint and/or lead-based paint hazards (see lines 88-100)(collectively referred to as LBP). This contingency
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within
135 _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE have a right to cure (if neither struck, Seller shall have the right to
139 cure). If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days
141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that
142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will
144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the
145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,
146 in conformance with the requirements of all applicable law.

147 Buyer elects the LBP contingency Buyer has attached to this Addendum B.
148 Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12-22); (b) received
151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
152 or inspection of the Property or has waived the opportunity (see lines 131-146 above).

153 (3) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their
154 knowledge, that the information provided by them is true and accurate.

155 *Michael J. Vandersteeen* 11-26-13
156 (ALL) Buyer's signature Print Names Here MICHAEL J. VANDERSTEEEN (Date)

Appendix DH

THE FOLLOWING APPENDIX DH IS A DISCLOSURE REQUIRED TO BE GIVEN BY HUD IN ACCORDANCE WITH THE PROVISIONS OF SECTION 3500 OF TITLE 24 OF THE CODE OF FEDERAL REGULATION, AS AMENDED

Affiliated Business Arrangement Disclosure Statement Format
Notice

To: *City of Sheboygan*
Applicant Name(s)
Re: *812 New Jersey Ave, Sheboygan, WI*
Property Address
From: Shorewest, REALTORS®, 17450 West North Avenue, Brookfield, WI 53045

This is to give notice that Shorewest, REALTORS® has a business relationship with Wisconsin Mortgage Corporation, Heritage Title Services, Inc., Shorewest Title Associates, LLC, and Shorewest Insurance Associates, LLC. Shorewest, REALTORS® owns 100% of Wisconsin Mortgage Corporation, 100% of Heritage Title Services, Inc., 50% of Shorewest Title Associates, LLC, and 50% of Shorewest Insurance Associates, LLC. Because of these relationships, any referrals may provide Shorewest, REALTORS® a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for your purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Set forth below is the estimated range of charges by Wisconsin Mortgage Corporation for the issuance of a mortgage. For more information on fees and current interest rates go to: www.wimort.com or call: 888-603-9196.

<u>SERVICE</u>	<u>FEE</u>
Origination Fee	\$200.00 - \$600.00
	<i>(as specified on the required Good Faith Estimate)</i>

Set forth below is the estimated range of charges by Heritage Title Services, Inc., and Shorewest Title Associates, LLC, for the issuance of an Owner's Title Insurance Policy. For more information on title policies and premiums go to: www.htstitle.com or call: 262-785-9555.

<u>COVERAGE (Sale Price)</u>	<u>PREMIUM</u>
First \$15,000 or less	\$375.00
Next \$85,000	\$3.00 per thousand
Next \$400,000	\$2.00 per thousand
Next \$500,000	\$1.00 per thousand

Set forth below is the estimated range of charges by Shorewest Insurance Associates, LLC, for the issuance of a Homeowner's Insurance Policy. For more information on insurance products and premiums go to: www.shorewest.com/shorewest_insurance.html or call: 262-797-6297.

<u>SERVICE</u>	<u>PREMIUM</u>
Basic Homeowner's Insurance Policy	\$3.00 - \$5.00 per thousand

ACKNOWLEDGEMENT

I/We have read this disclosure form and understand that Shorewest, REALTORS® is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

BY SIGNING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM. SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT CREATES NO CONTRACTUAL OBLIGATIONS OF ANY KIND.

X *Michael J. Anderson* 11-26-13
 Signature _____ Date _____ Signature _____ Date _____

II

R. O. No. - 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.

Director of Planning & Development

III

I

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 Clerk
Approve*

Scott Lewandoske

Billy A. Thiel

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____.

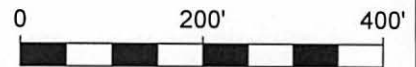
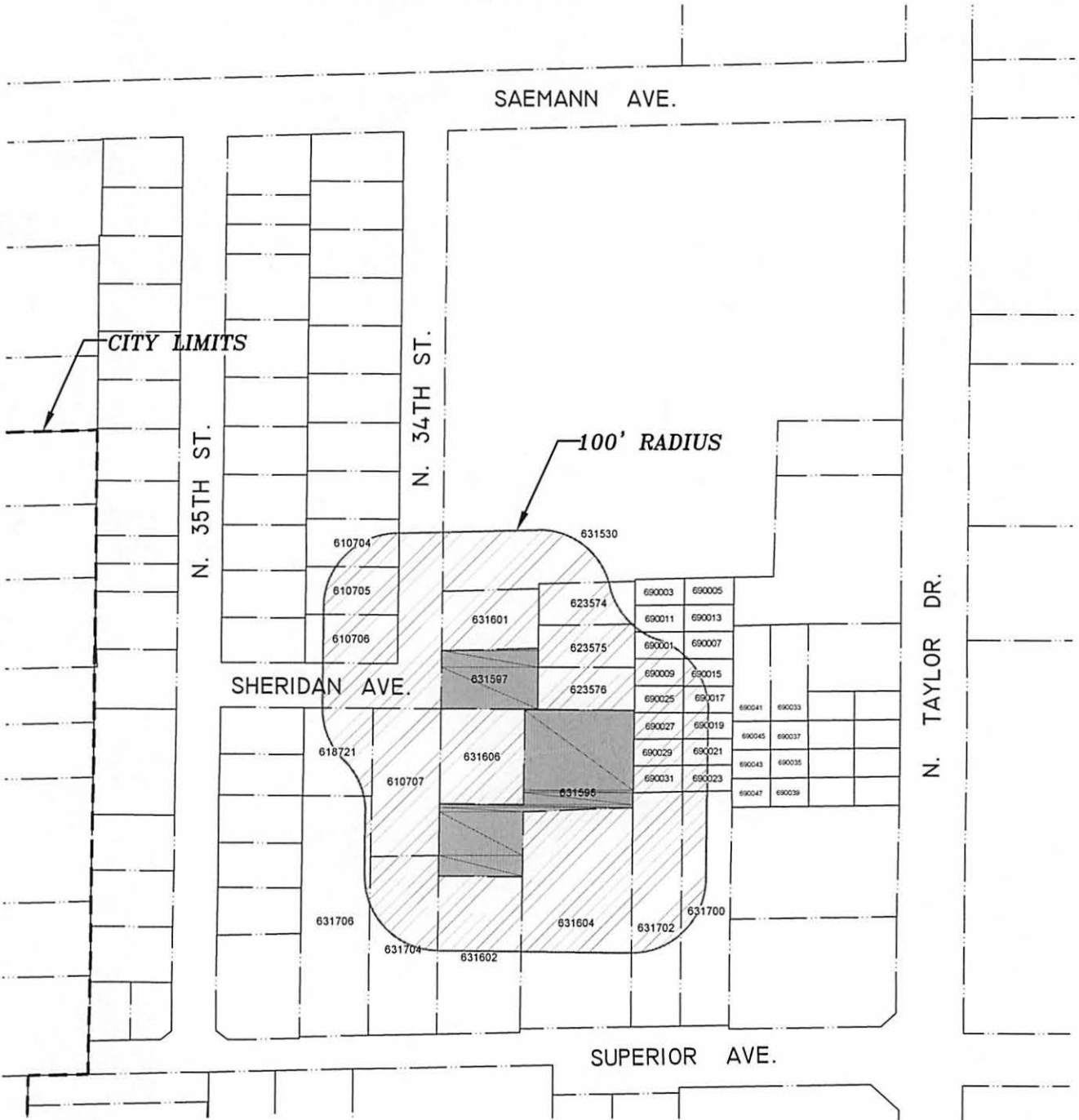
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

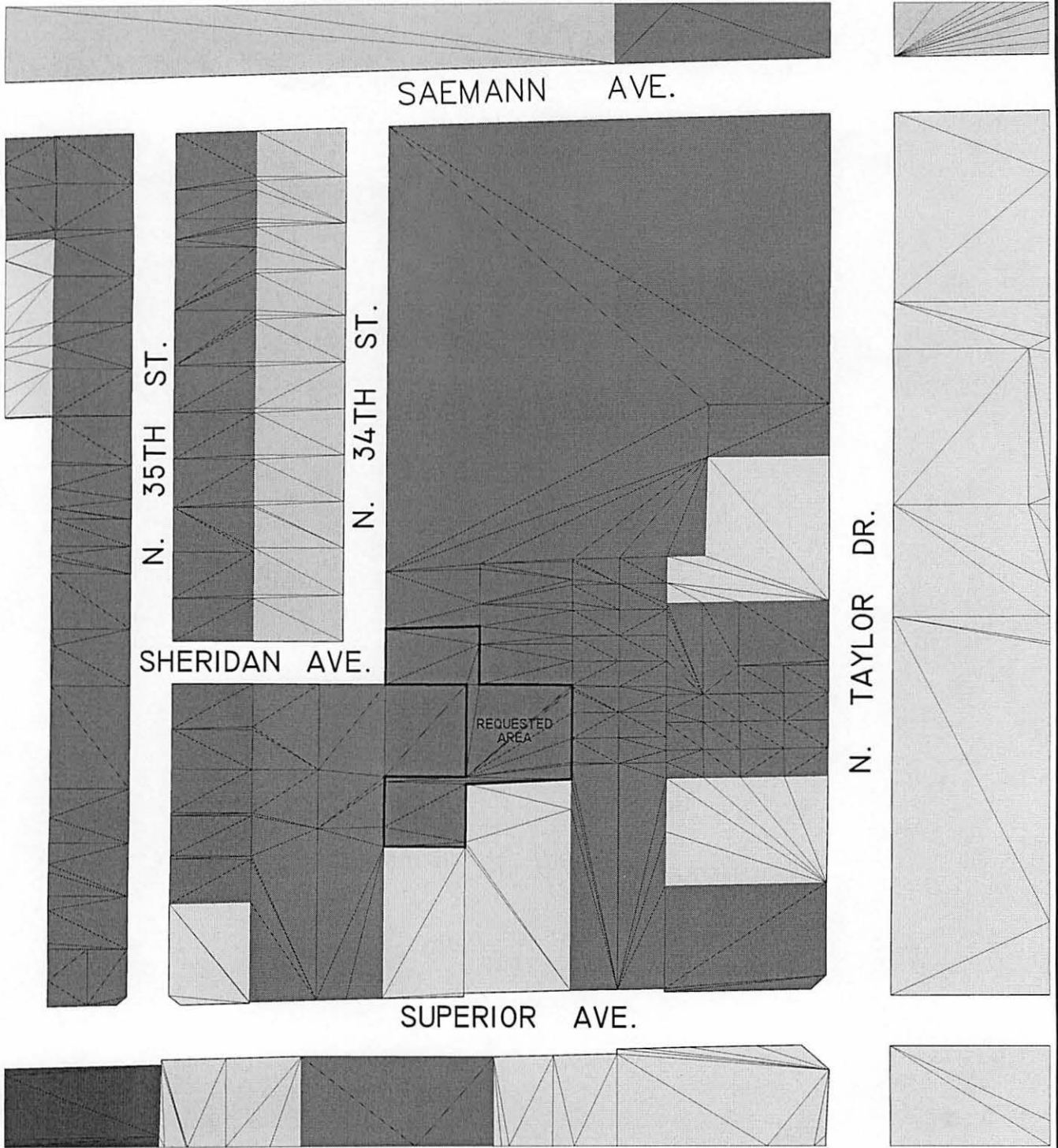
PROPOSED ZONING CHANGE FROM UR TO SO FOR AW REAL ESTATE LLC SECTION 16, T. 15 N., R. 23 E.








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.



PROPOSED ZONING CHANGE APPLICATION
 FOR AW REAL ESTATE LLC
 ZONING MAP OF SURROUNDING AREA



-  UR - URBAN RESIDENTIAL
-  UC - URBAN COMMERCIAL
-  SC - SUBURBAN COMMERCIAL
-  SO - SUBURBAN OFFICE
-  SR-5 - SUBURBAN RESIDENTIAL 5



SCALE 1" = 200'
 DECEMBER 10, 2013



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 Clerk
Ac + Jill*

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.: <u>132035</u>
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, E-MAIL: ca@prioritysign.com
SHEBOYGAN, WI 53081
 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 SE 1/4 of the SW 1/4
of section 16, T15N, R23E.
 PARCEL NO. 59281631597 MAP NO. _____
59281631598
 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

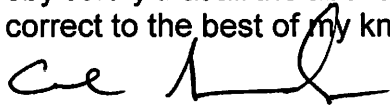
used as a commercial office in the same
manner since it was constructed.

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 Amundson

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.

59281631597

N 33rd Pl

59281631598

A

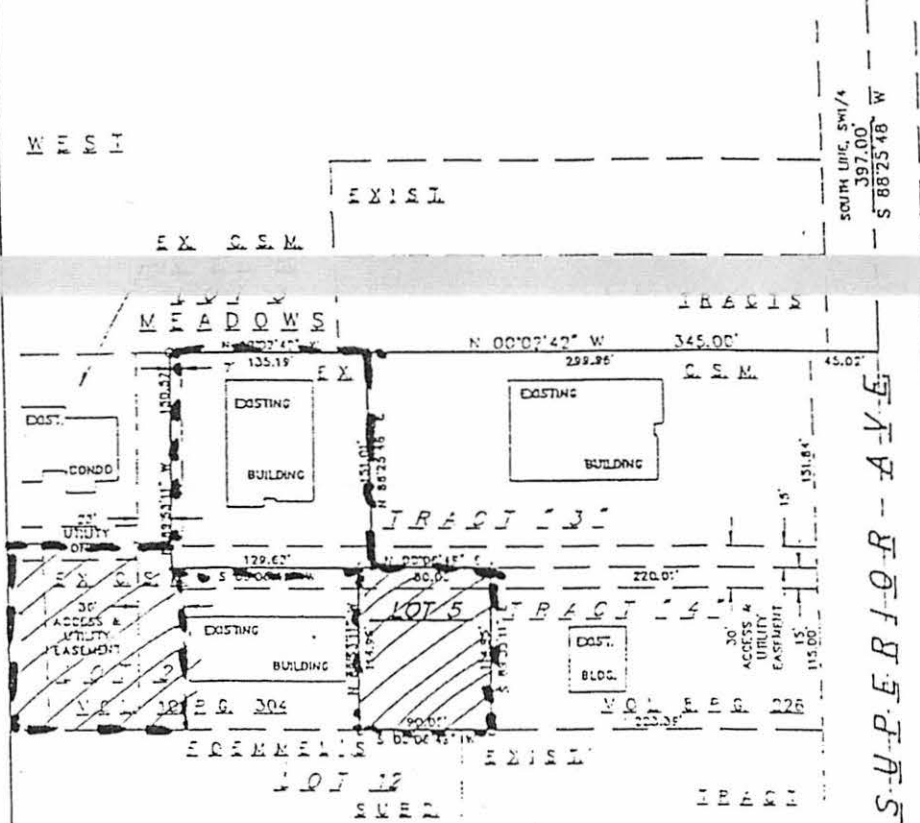
N 33rd Pl

N 33rd Pl

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

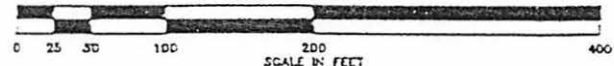
SHEBOYGAN COUNTY

SW1/4 CORNER
 SEC. 16-15-23



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'



TOTAL AREA
 31,062 sq. ft.
 0.713 acres

LEGEND
 O = 1" I.P. FOUND
 6 = 3/4" I.P. FOUND
 4 = P-K NAIL FOUND

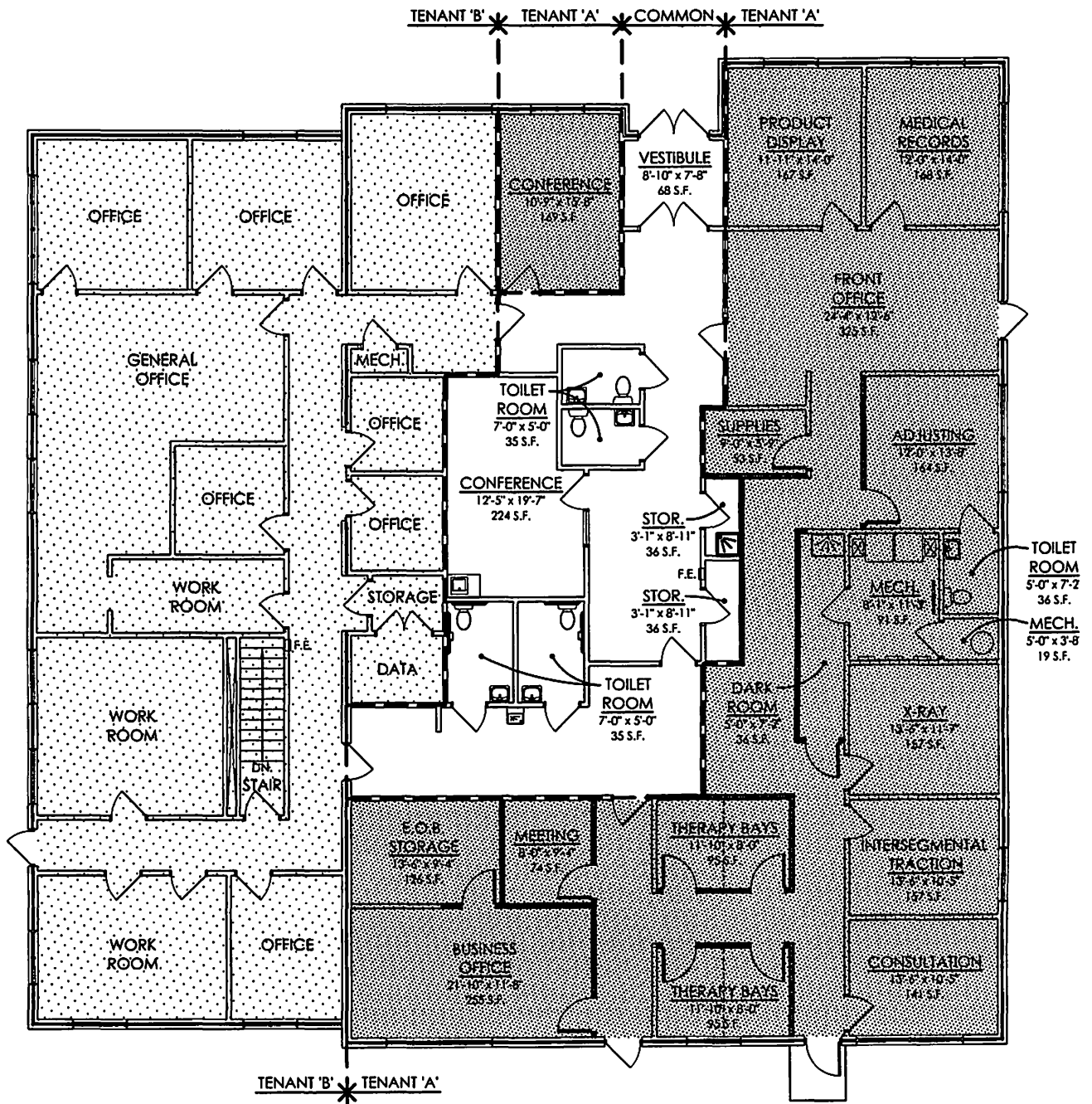
SHEET 1 OF 2

THIS INSTRUMENT DRAFTED BY DAVID C. HINZ JR. OF HINZ & ASSOCIATES, INC.

JOB NO. E-0795

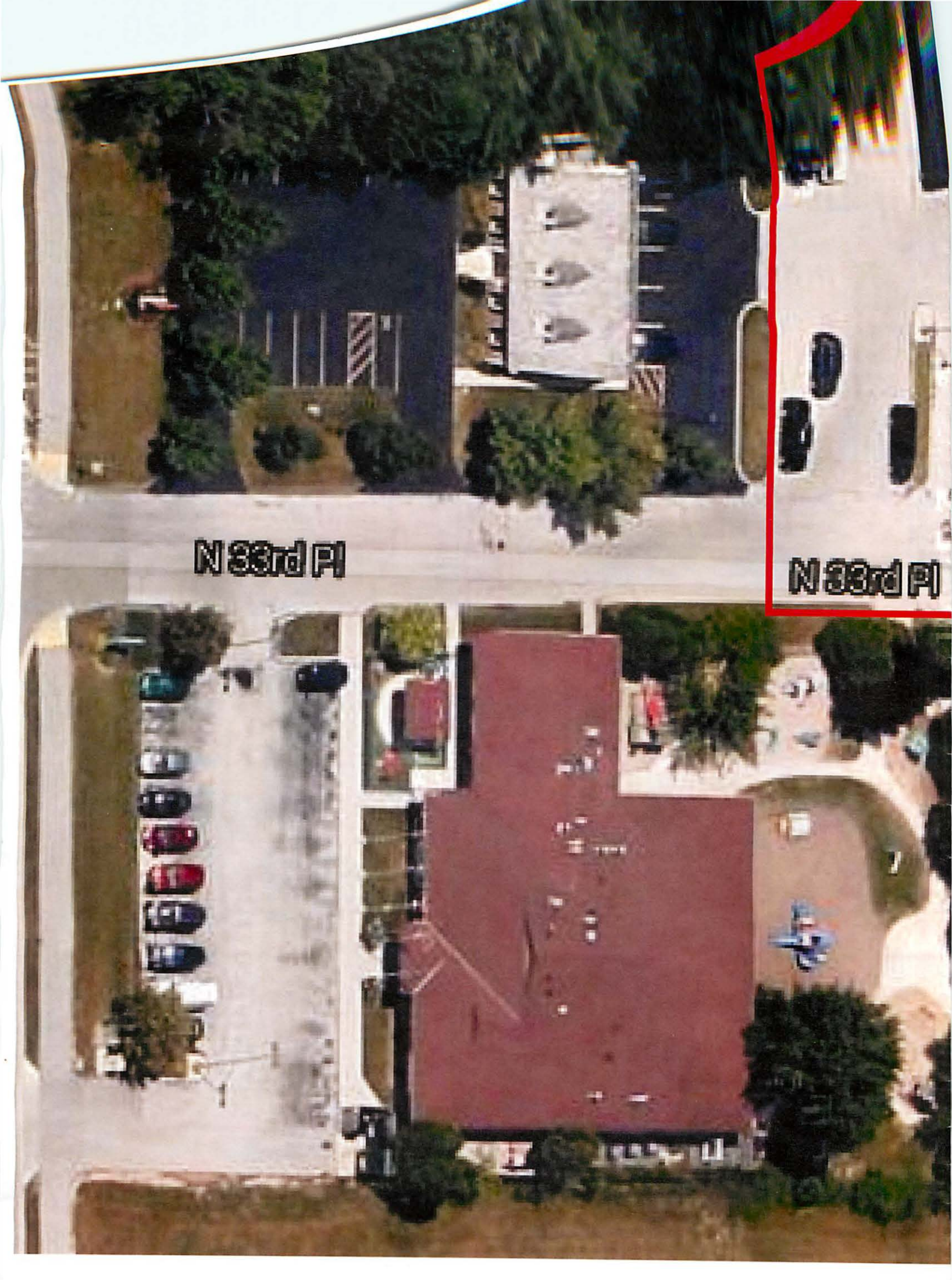
BOOK NO. PAGE NO.

SITE PLAN:



OVERALL FLOOR PLAN

SCALE: 1/8" = 1'-0"

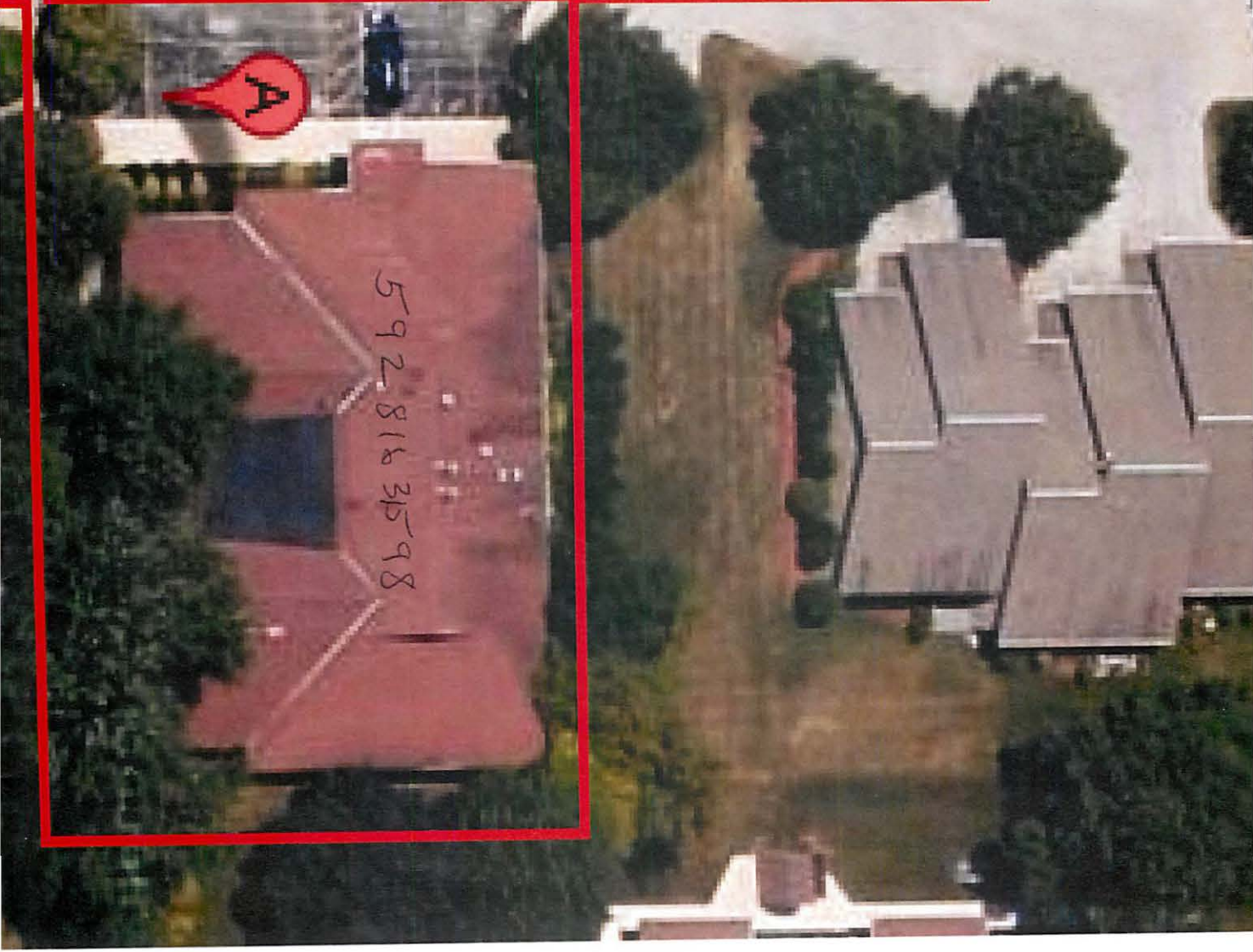


N 33rd Pl

N 33rd Pl



59281631597



A

59281631598

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

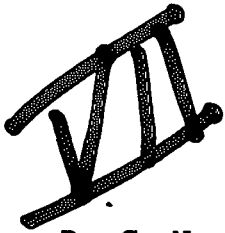
Memo: AW REAL ESTATE APPLIC FOR AMEND OF ZONING MAP

Method of Payment: \$200.00 Check No. 002776

Total Received: \$200.00

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

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



R. C. No. _____ - 13 - 14. By LAW AND LICENSING. January 20, 2014.

Your Committee to whom was referred, R. O. No. 211-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that the following license be granted upon the application being corrected, and with a warning to include all violations on future applications.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8177	McKenzie, David J.	1216 S. 9 th St.

_____	_____
_____	_____
_____	_____
	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

Other Matters

8.2

R. O. No. 211 - 13 - 14. By CITY CLERK. December 16, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

*11/20/14 - start out
licences - Hold
McKenzie
11/20/14 - grant
McKenzie*

City Clerk

FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3032	Nicky's Pizza I	1735 Calumet Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9465	Bateman, Rebecca L.	1118 Ontario Ave.
6087	Benirschke, Barbara J.	516 Superior Ave.
0246	Cleveland, Jill M.	1623 N. 17 th St.
0243	Cummings, Jeffrey J.	2232 N. 35 th St.
6955	Ehaney, Melinda K.	1706 Mead Ave.
0241	Genske, Ryan M.	1905 N. 11 th St.
0245	Holloman, Serenity H.	1121 Lincoln Ave.
0242	Johansen, Kaila L.	1416 N. 28 th St.
0249	Kinney, Kathleen M.	402 Saddle Ridge, Portage
0244	Knaus, Carissa SM.	112 Red Tail Dr., Sheboygan Falls
0240	Marr, Kari M.	1713 N. 10 th St.
5484	Morris, Walter P.	2340 N. 13 th St.
0248	Romero, Vicki L.	87 Lighthouse Ct.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8177	McKenzie, David J.	1216 S. 9 th St.

L & L

MASSAGE ESTABLISHMENT LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1001	Accent Therapeutics	3119 Main Ave.
2441	Darling Therapies	604 Erie Ave.
2180	Donna Grady-Massage Therapy	809 N. 8 th St.
1112	Entourage Salon & Spa	726 Michigan Ave.
2871	Hands In Motion	1224 Weeden Creek Rd.
2437	Haven Hands LLC	605 N. 8 th St., STE. 517
2586	In Balance Therapeutics	832 N. 6 th St.
2792	Integrated Health Therapies	833 Pennsylvania Ave.
1205	Jomaji Salon & Spa	683 South Pier Dr.
1796	Salon Shibui	2427 Calumet Dr.

II

R. O. No. - 13 - 14. By CITY PLAN COMMISSION. January 20, 2014.

Your Commission to whom was referred Res. No. 121-13-14 by Alderperson Versey authorizing the sale of City owned property formerly known as 1014 and 1016 Erie Avenue; 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.

Director of Planning & Development

III

4.2

Res. No. 121 - 13 - 14. By Alderperson Versey. January 6, 2014.


A RESOLUTION authorizing the sale of City-owned property formerly known as 1014 and 1016 Erie Avenue.

WHEREAS, the City purchased and demolished these properties and combined the parcels into one parcel;

WHEREAS, Habitat for Humanity is interested in purchasing the property for \$10,000 to construct a new single-family, owner-occupied home on the property;

WHEREAS, a requirement on transferring these properties to Habitat for Humanity is that the properties shall not be re-sold and their primary use shall be to construct new single-family homes to match the current architectural of the housing units within the nearby neighborhood (at least two stories) and to comply with the Erie Avenue Design Guidelines.

RESOLVED, that the Common Council authorizes the Mayor and City Clerk to act on behalf of the City and sign all appropriate documents related to the transfer of the residential property.



*City Planning
Approve*

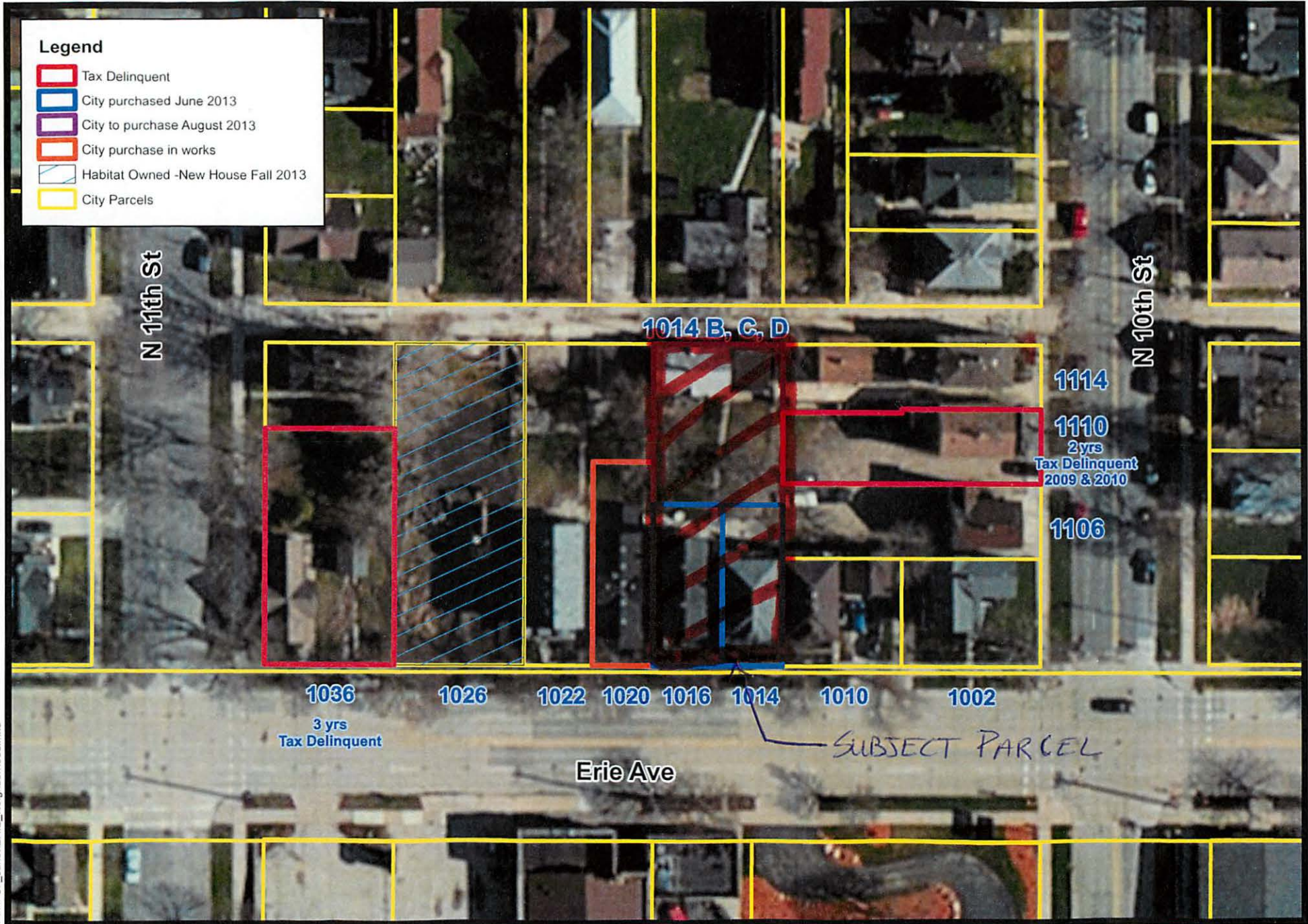
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Legend

- Tax Delinquent
- City purchased June 2013
- City to purchase August 2013
- City purchase in works
- Habitat Owned -New House Fall 2013
- City Parcels



Path: G:_Jameil\ERIE_Neighborhood.mxd

Date: 8/2/2013



**1000 block of Erie Ave
City of Sheboygan**

0 10 20 40 Feet







R. C. No. _____ - 13 - 14. By LAW AND LICENSING. January 20, 2014.

Your Committee to whom was referred, R. O. No. 187-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that the following license be granted upon the application being corrected, and with a warning to include all violations on future applications.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0225	Lee, Ammee	1337 Grand Ave.

_____	_____
_____	_____
_____	_____

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

R. O. No. 187 - 13 - 14. By CITY CLERK. November 18, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Susan Richards
City Clerk

Law & Lic.
10/2/13 - grant all Lic. apps
Hold Lee, Minglana, Neal
11/14/13 - grant Amnee Lee
Call in Amnee Lee
12/01/14 - grant Amnee Lee

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0221	Backus, Heather J.	748 Westview St., Cleveland
0215	Balma, Paige N.	116 Edgewood St., Cleveland
0231	Ciotola, Bryan T.	508 N. 15 th St.
9455	Cupp, Thomas J.	695 E. Washington, Cleveland
0217	Gabnrielse, Sarah A.	120 Lighthouse Ct.
0229	Hudak, Kevin M.	1023 Happy Ln., Sheb. Falls
0216	Kohnhorst, Joshua L.	639 Monroe St., Sheb. Falls
0223	Kotyza, Holly A.	619 Huron Ave.
0225	Lee, Amnee	1337 Grand Ave.
9203	Lorge, Carley J.	117 River Oaks Dr., Sheb. Falls
8289	Madson, James A.	2830 S. 22 nd St.
0227	Mehan, Taylor N.	124 Bryant Ct., Sheb. Falls
0220	Minglana, Nadine M.	1530 N. 9 th St.
0224	Neal, Melissa M.	151 N. Meadow Rd., Belgium
0219	Nelson, Anthony J.	3618 Granite Rd.
9447	Niedfeldt, Shanna L.	625 E. Main St., Plymouth
8054	Perce, Charles M.	2614 N. 7 th St.
0228	Schmitz, Lori M.	402 Diane St., Chilton
0214	Srock, Bart N.	N8097 Cty. Rd. Y
0230	Steiner, Brian F.	2128 Schetter Ave., #A
0213	Thill, Tammy M.	1613 N. 13 th St.
7940	Voigt, Lori M.	1208 N. 26 th St.
0226	Woelfel, Sarah E.	N7041 Apple LN., Plymouth

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0211	Herren, Richard E.	1328 MacArthur Ave.
0210	Roberts, Darryl F.	4114 Broadway Rd., Sheb. Falls
0222	Steffes, Jon J.	919 N. 5 th St.

VIII

R. C. No. _____ - 13 - 14. By PUBLIC WORKS. January 20, 2014.

Your Committee to whom was referred Res. No. 114-13-14 by Alderperson Heidemann executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.; recommends passing the Resolution.

_____ 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

4.7

Res. No. 114- 13 - 14. By Alderperson Heidemann. December 16, 2013.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2014 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wilson.

P.W

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

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "LESSOR," and David L. Gartman, 5509 Moening Rd., Sheboygan, WI 53081, hereinafter referred to as "LESSEE."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the LESSOR does hereby lease and let unto the LESSEE approximately 30 acres of certain agricultural property described as follows:

59030-454940	S 1/2 OF S.W. S.W., Sec. 10	59030-454940/454960/ <u>455120 & 455140</u> <small>Parcel Ident. No.</small>
59030-454960	S 1/2 of S.E. S.W., Sec. 10	
59030-455120	W 1/2 of N.W. S.E., Sec. 10	
59030-455140	W 1/2 of S.W. S.E., Sec. 10	

All in T. 14, R. 23, Town of Wilson, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2014 through December 31, 2014.

3. That the total rental rate for this parcel of land for 2013 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2014.

4. That the LESSEE shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the LESSEE agrees that the LESSOR may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the LESSEE shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. That prior to the planting of crops by the **LESSEE**, **LESSOR** may remove from the total acreage leased any part thereof upon written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**, and during the crop season, **LESSOR** may remove from the total acreage leased to **LESSEE** any part thereof upon written notice to **LESSEE**, and **LESSOR** shall pay damages to **LESSEE**. Said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of _____, 2014.

LESSEE

BY: _____
David L. Gartman

This document consists of three (3) typewritten pages, including the following signature page.

Dated this ____ day of _____, 2014.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2014.

Stephen G. McLean
City Attorney

This document is authorized by and in accordance with Res. No.
-13-14.

VIII

R. C. No. _____ - 13 - 14. By PUBLIC WORKS. January 20, 2014.

Your Committee to whom was referred Res. No. 115-13-14 by Alderperson Heidemann authorizing the construction of the federally funded non-motorized traffic calming projects at various locations throughout the City.

_____ 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

4.8

Res. No. 115 - 13 - 14. By Alderperson Heidemann. December 16, 2013.

A RESOLUTION authorizing the construction of the federally funded non-motorized traffic calming projects at various locations throughout the City.

RESOLVED: That the Department of Public Works is hereby directed to proceed with the construction of the federally funded non-motorized traffic calming projects at various locations throughout the City.

P.W.



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



R. C. No. _____ - 13 - 14. By PUBLIC WORKS. January 20, 2014.

Your Committee to whom was referred Res. No. 116-13-14 by Alderperson Heidemann authorizing advertising for bids for the Water Street Park retaining wall repair.

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

4.9

Res. No. 116 13 - 14. By Alderperson Heidemann. December 16, 2013.

A RESOLUTION authorizing advertising for bids for the Water Street Park retaining wall repair.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the Water Street Park retaining wall repair, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

Heidemann

P.W.

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. January 20, 2014.

Your Committee to whom was referred Res. No. 117-13-14 by Alderperson Heidemann executing a one-year lease for agricultural property in the City of Sheboygan.

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

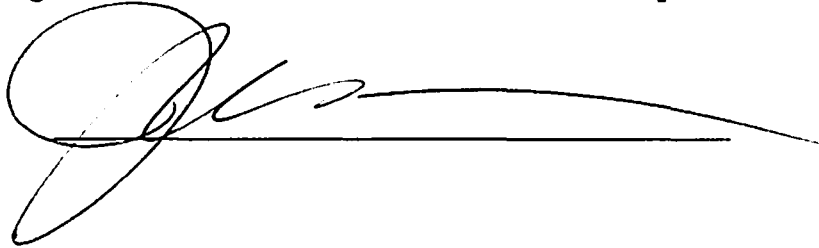
III

4.10

Res. No. 117 - 13 - 14. By Alderperson Heidemann. December 16, 2013.

A RESOLUTION authorizing executing a one-year lease for agricultural property in the City of Sheboygan.

RESOLVED: That the Mayor is hereby authorized and directed to execute the attached lease with Paul Rammer for the 2014 agricultural use of approximately 20.46 acres land bordering South Business Drive in the City of Sheboygan.



P.W.

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

AGRICULTURAL LAND LEASE

This lease entered into as of the ____ day of January, 2014, between CITY OF SHEBOYGAN, State of Wisconsin, hereinafter referred to as "Landlord," and PAUL RAMMER of Sheboygan, Wisconsin, hereinafter referred to as "Tenant."

WITNESSETH:

1. **LEASE OF PREMISES.** Landlord for and in consideration of the rents, covenants, agreements and conditions hereinafter set out to be kept and performed by Tenant, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord on the same terms and conditions the following described premises:

20.46 acres bordering South Business Drive in the City of Sheboygan, being part of Section 9, T. 14 N., Range 23 E., County of Sheboygan, and further identified as Farm #11442, Tract # 28896 on the attached USDA Farm Service Agency Map.

2. **TERM.** This lease shall commence on January 1, 2014 and shall terminate on December 31, 2014. However, Landlord reserves the exclusive right to terminate in full or in part this lease with twenty (20) days written notice for purposes of facilitating development needs. In no event shall Landlord be liable to pay for damages.

3. **RENTAL.** The rental shall be \$1,200.00 per year, payable on or before December 31, 2014. However, in the event of an early termination, rent will be prorated based on 20 acres and based on the term of the tenancy.

4. **STIPULATED USAGE.** The leased premises are to be used for agricultural purposes only. The Tenant covenants to farm said premises consistent with good management practices, having due regard for the maintenance of soil fertility and the proper rotation of crops, among other practices.

5. LIABILITY INSURANCE. It is the responsibility of Tenant to provide liability insurance coverage for his employees, customers and invitees and submit proof thereof to Landlord upon request.

6. ASSIGNMENT AND SUBLETTING. Tenant may not assign this lease or sublet the premises or any part thereof without first obtaining the written consent of Landlord, which consent shall be conditioned upon the financial responsibility and character of the party to whom the premises are to be assigned or sublet, but that such consent shall not be unreasonably withheld.

7. COMPLIANCE WITH LAW. Tenant shall not commit any undue waste on the leased premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof relating to matters not covered elsewhere herein.

8. LANDLORD'S ENTRY FOR INSPECTION. Landlord and his legal representatives shall have the right, at all reasonable times, to enter into and upon the leased premises for the purpose of examining, inspecting, viewing, maintaining, and repairing the same and of showing said premises to prospective purchasers and tenants, said inspections, however, not to unreasonably interfere with the business of Tenant.

9. RIGHT OF FIRST REFUSAL FOR FUTURE RENTAL. Tenant shall have a right of first refusal for the continued rental of the above-described premises after termination of lease such that in the event Landlord shall receive from a third party a bona fide offer to rent the above-described premises for agricultural purposes, Tenant shall have the right to meet the price and terms of said offer to rent within fifteen (15) days after a copy of said offer to rent is personally delivered to Tenant. If Tenant fails to exercise his right of first refusal within the time period herein specified, said right of first refusal shall be deemed waived and this right of first refusal shall be of no further force and effect with respect to the said premises. If, however, for any reason, Landlord shall fail to consummate the lease of the subject premises to said third party, the rights herein mentioned shall be deemed revived and be of the same force and effect as if no bona fide offer was ever received.

10. EXPENSES REGARDING ENFORCEMENT OF COVENANTS AND AGREEMENTS.

Each party hereto covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the other party in enforcing the covenants and agreements of this lease.

11. SUCCESSORS, ETC. The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

12. This lease shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above set forth.

LANDLORD: CITY OF SHEBOYGAN

By: _____

TENANT:

Paul Rammer



0 335 670 1,340 2,010 2,680 Feet

Legend

□ Section Boundary

Wetland Information

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

2010 Aerial Photography
Disclaimer: Map information intended for FSA programs only. FSA does not guarantee the accuracy of this map for other purposes.

June 16, 2011

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

VI

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. January 20, 2014.

Your Committee to whom was referred R. O. No. 224-13-14 by the City Clerk submitting a communication from Ron Seefeldt living at 1607 N. 15th St. requesting impacted parking for his vehicle; recommends that the document be accepted and placed on file and the Police Department will do an impact study between Cambridge and Heller on N. 15th St.

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

3.8

R. O. No. ~~224~~ - 13 - 14. By CITY CLERK. January 6, 2014.

Submitting a communication from Ron Seefeldt living at 1607 N. 15th Street requesting impacted parking for his vehicle.

PPWS to do
P.D. impact
study Cambridge
& Heller on N. 15th.
Acc + file

Susan Richards

City Clerk

I AM WRITING THIS LETTER IN
REGARD TO PARKING IN FRONT OF
MY RESIDENCE AT 1409 N. 15TH STREET
THIS IS THE JEFFERSON SCHOOL
AREA WHICH HAS A LARGE AMOUNT
OF TRAFFIC OF TEACHERS, PARENTS &
STUDENT.

I AM HANDICAPPED WITH A BAD
BACK & HAVE TO WALK WITH CANES
(WHICH I HATE)

THERE ARE TIMES WHEN I HAVE
TO WALK ABOUT 1/2 MILE OF BLOCK ON
SLIPPERY WALKS & ROADS WITH 2 GAINS
& I HAVE A FEAR OF FALLING.

I KNOW YOU HAVE A NIGHT
MEETING COMING UP & I PREFER
NOT DRIVING IN THE DARK BECAUSE
OF MY HANDICAP

I WENT TO POLICE STATION &
WAS REFERRED TO CITY CLERK
WHO TOLD ME ABOUT IMPACTED
PARKING

I UNDERSTAND THAT THE CITY
STREETS ARE A PUBLIC TRANSPORTATION
ROUTE AND EVERYBODY HAS A RIGHT
TO DRIVE & PARK ON THEM.

I AM WRITING THIS LETTER BE-
CAUSE OF STREET PARKING (I HAVE
NO GARAGE) THE LAST TIME A CAR
WAS PARKED BEHIND MY HOUSE THE
WINDSHIELD WAS SMASHED & 2 TIRES
WERE SLASHED

ANY HELP YOU COULD GIVE IN
THIS MATTER WOULD BE A BIG HELP

THANK YOU

Ron Seefeldt
1409 N. DIXIE ST
SHEBOYGAN WIS.
53081

452-0192

VIII

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. January 20, 2014.

Your Committee to whom was referred Res. No. 123-13-14 by Alderperson Carlson designating the City's Emergency Management Director and developing the process for annually updating the City's Emergency Management Plan; 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

4.3

Res. No. 123- 13 - 14. By Alderperson Carlson. January 6, 2014.

A RESOLUTION designating the City's Emergency Management Director and developing the process for annually updating the City's Emergency Management Plan.

RESOLVED: That the Fire Chief or his designee shall be designated as the Emergency Management Director for the City.

BE IT FURTHER RESOLVED: That in addition to the emergency management duties set forth in Section 323.15, Wis. Stats., the Emergency Management Director shall be responsible for coordinating and assisting in developing and annually updating the City's emergency management plan, consistent with the County and State plans of emergency management, in consultation with appropriate department heads or their designees.

BE IT FURTHER RESOLVED: That the Public Protection & Safety Committee shall be responsible for review and recommendation to the Common Council of all proposed emergency management plans and plan updates.

Paul D. Carlson

PP/S.
approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. January 20, 2014.

Your Committee to whom was referred Res. No. 113-13-14 by Alderperson Carlson adopting the Sheboygan County, Wisconsin Hazard Mitigation Plan Update; 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

4.6

Res. No. 113 - 13 - 14. By Alderperson Carlson. December 16, 2013.

A RESOLUTION adopting the *Sheboygan County, Wisconsin Hazard Mitigation Plan Update*.

WHEREAS, the City of Sheboygan recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the City of Sheboygan participated jointly in the planning process with the other local units of government within the County to prepare the Hazard Mitigation Plan Update.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby adopts the *Sheboygan County, Wisconsin Hazard Mitigation Plan Update* as an official plan.

BE IT FURTHER RESOLVED: That the Sheboygan County Emergency Management Department will submit on behalf of the participating municipalities the adopted Hazard Mitigation Plan Update to Wisconsin Emergency Management and Federal Emergency Management Agency officials for final review and approval.

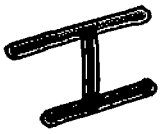
PPS
approve

Rayl 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



Com. No. _____ - 13 - 14. January 20, 2014.

Submitting a communication from Jodi VanderWeele regarding concerns with the parking restrictions on N. 8th St. between the previous Noah's Ark and the corner of N. 8th St. and Bluff Ave.

Presented to the Common Council by Alderperson _____.
Carlson

Richards, Susan

From: Alderperson Darryl Carlson
Sent: Friday, January 10, 2014 10:32 AM
To: Richards, Susan
Subject: FW: N 8th Street Parking

Can you submit this to council?

Thank you,

darryl

From: Alderperson Jodi Vander Weele
Sent: Thursday, January 09, 2014 12:13 PM
To: Alderperson Darryl Carlson
Subject: N 8th Street Parking

Hello Darryl,

Please have PP&S look into the parking restrictions on North 8th Street between the previous Noah's Ark and the corner of 8th and Bluff.

The current parking sign states, "1 hour parking 6am-8pm". When this restriction was put into place, there were numerous businesses along 8th Street. Currently, Lakeshore Community Health is located within this parking restriction. Quite a few of the patients are receiving parking tickets, as well as employees due to the restriction.

It is my hope that this sign would be taken down and there would be no restrictions.

Thank you!

~Jodi L. VanderWeele~

District 2 Alderperson
920-980-5400

Law & Licensing Committee, Chairman
Salaries & Grievances Committee
Strategic Fiscal Planning Committee
Group Health Insurance & Wellness Committee

II

R. O. No. - 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.

Director of Planning & Development

*Lies over
to
march 3rd*

III

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 Clerk

Daryl 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____.

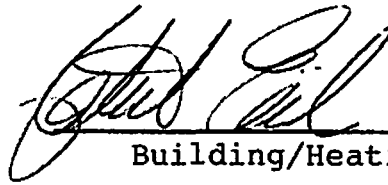
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. _____ - 13 - 14. By BUILDING INSPECTION. January 20, 2014.

We hereby submit the report of the Building Inspection Department for the month of October, November, December and year end for 2013.



Building/Heating Inspector

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2012	2013	2012	2013	2012
One-Family Residence	1		\$ 210,000.00		\$ 500.00	
Two-Family Residence						
Condominium						
Garages, Carports	7	5	\$ 102,963.00	\$ 51,300.00	\$ 1,303.20	\$ 831.20
New Commercial		1		\$ 3,700,000.00		\$ 31,353.00
New Misc - Non Residential						
Storage Bldgs - Residential	5	1	\$ 10,390.00	\$ 2,550.00	\$ 250.00	\$ 50.00
Storage Bldgs - Commercial						
Alterations & Add'ns - Residential	172	149	\$ 1,109,466.00	\$ 1,107,264.00	\$ 13,059.80	\$ 11,720.65
Alterations & Add'ns - Commercial	15	20	\$ 553,031.00	\$ 3,248,546.00	\$ 5,620.00	\$ 32,880.00
Wrecking	1	0	\$ 40,000.00		\$ 500.00	
Moving						
Signs	11	3	\$ 26,421.41	\$ 6,418.00	\$ 1,000.00	\$ 200.00
Fences/Pool/Decks/Driveways	31	23	\$ 99,083.00	\$ 149,012.00	\$ 1,355.00	\$ 1,160.00
Tanks						
Miscellaneous		2		\$ 3,000.00		\$ 85.00
TOTALS	243	204	\$ 2,151,354.41	\$ 8,268,090.00	\$ 23,588.00	\$ 78,279.85
PERMIT TYPES						
Electrical	40	73	\$ 192,202.00	\$ 1,118,680.00	\$ 6,310.00	\$ 26,755.00
Heating	52	58	\$ 453,233.52	\$ 823,526.00	\$ 8,265.00	\$ 14,740.00
Plumbing	41	35			\$ 4,152.00	\$ 4,456.00
Sewer	2	1			\$ 1,500.00	\$ 500.00
TOTALS	135	167	\$ 645,435.52	\$ 1,942,206.00	\$ 20,227.00	\$ 46,451.00
GRAND TOTALS OF THE ABOVE:	378	371	\$2,796,789.93	\$10,210,296.00	\$43,815.00	\$124,730.85

CASH RECEIPTS	NUMBER OF PERMITS	
	2013	2012
Contractors Licenses	\$3,205.00	\$2,905.00
Building Permits	\$23,588.00	\$78,279.85
Projecting Sign Fees	\$25.00	\$100.00
Electrical Permit Fees	\$6,310.00	\$26,755.00
Heating Permit Fees	\$8,265.00	\$14,740.00
Sales Tax	\$7.82	\$4.26
Plumbing Permit Fees	\$4,152.00	\$4,456.00
Sewer Permit Fees	\$1,500.00	\$500.00
Occupancy Permit Fees	\$650.00	\$1,000.00
Board of Appeals	\$250.00	\$250.00
Misc. General Revenue	\$161.06	\$134.97
Plan Examining Fees	\$775.00	\$3,000.00
Code Books		
State Stamps	\$40.00	
Rooming House Permits	\$90.00	\$110.00
Erosion Control Fees	\$100.00	
Penalty Fees	\$1,013.00	\$505.00
Cash Over, Short or Refund	(\$75.00)	(\$945.00)
Contractors Escrow	\$490.70	\$3,341.10
Weights & Measure License	\$200.00	\$2,119.00
Clearwater Inspection Fees	\$2,200.00	\$2,280.00
GRAND TOTALS OF THE ABOVE:	\$52,947.58	\$139,535.18

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2012	2013	2012	2013	2012
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports		3		\$ 36,000.00		\$ 346.80
New Commercial		1		\$ 662,000.00		\$ 1,587.60
New Misc - Non Residential						
Storage Bldgs - Residential	3	1	\$ 11,800.00	\$ 800.00	\$ 177.20	\$ 50.00
Storage Bldgs - Commerical		1		\$ 6,700.00		\$ 50.00
Alterations & Add'ns - Residential	86	99	\$ 645,630.00	\$ 618,142.00	\$ 7,316.40	\$ 7,310.00
Alterations & Add'ns - Commercial	7	8	\$ 170,934.00	\$ 281,384.00	\$ 1,737.60	\$ 2,850.00
Wrecking	3	4	\$ 47,000.00	\$ 129,200.00	\$ 600.00	\$ 720.20
Moving						
Signs	6	10	\$ 23,152.40	\$ 54,597.39	\$ 459.50	\$ 1,540.10
Fences/Pool/Decks/Driveways	12	7	\$ 138,942.00	\$ 14,285.00	\$ 1,325.00	\$ 290.00
Tanks						
Miscellaneous	1				\$ 50.00	
TOTALS	118	134	\$ 1,037,458.40	\$ 1,803,108.39	\$ 11,665.70	\$ 14,744.70
PERMIT TYPES						
Electrical	29	25	\$ 289,185.00	\$ 517,657.00	\$ 7,405.00	\$ 11,855.00
Heating	46	48	\$ 542,747.00	\$ 681,721.75	\$ 9,915.00	\$ 13,175.00
Plumbing	23	26			\$ 1,760.00	\$ 1,960.00
Sewer	2				\$ 1,000.00	
TOTALS	100	99	\$ 831,932.00	\$ 1,199,378.75	\$ 20,080.00	\$ 26,990.00
GRAND TOTALS OF THE ABOVE:	218	233	\$1,869,390.40	\$3,002,487.14	\$31,745.70	\$41,734.70

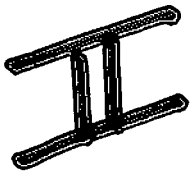
CASH RECEIPTS	NUMBER OF PERMITS	
	2013	2012
Contractors Licenses	\$19,640.00	\$48,020.00
Building Permits	\$11,665.70	\$14,744.70
Projecting Sign Fees	\$125.00	\$150.00
Electrical Permit Fees	\$7,405.00	\$11,855.00
Heating Permit Fees	\$9,915.00	\$13,175.00
Sales Tax	\$0.81	\$7.11
Plumbing Permit Fees	\$1,760.00	\$1,960.00
Sewer Permit Fees	\$1,000.00	
Occupancy Permit Fees	\$300.00	\$150.00
Board of Appeals		
Misc. General Revenue	\$66.25	\$144.89
Plan Examining Fees	\$1,600.00	\$1,300.00
Code Books		
State Stamps		
Rooming House Permits	\$300.00	\$150.00
Erosion Control Fees		
Penalty Fees	\$330.00	\$1,556.10
Cash Over, Short or Refund		\$0.50
Contractors Escrow	\$3,076.36	\$861.90
Weights & Measure License	\$9,837.00	\$8,422.00
Clearwater Inspection Fees	\$1,710.00	\$1,960.00
GRAND TOTALS OF THE ABOVE:	\$68,731.12	\$104,457.20

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2012	2013	2012	2013	2012
One-Family Residence		1		\$ 210,000.00		\$ 400.00
Two-Family Residence						
Condominium						
Garages, Carports						
New Commercial	2		\$ 425,000.00		\$ 930.00	
New Misc - Non Residential						
Storage Bldgs - Residential						
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	44	42	\$ 367,163.00	\$ 276,119.00	\$ 4,220.00	\$ 3,160.00
Alterations & Add'ns - Commercial	3	11	\$ 96,523.00	\$ 2,348,425.00	\$ 970.00	\$ 5,490.00
Wrecking	2	1	\$ 15,100.00	\$ 5,675.00	\$ 286.00	\$ 143.20
Moving						
Signs	7	5	\$ 30,747.20	\$ 25,473.50	\$ 650.00	\$ 700.00
Fences/Pools/Decks/Driveways	1	2	\$ 1,200.00	\$ 600.00	\$ 35.00	\$ 70.00
Tanks						
Miscellaneous	2				\$ 100.00	
TOTALS	61	62	\$ 935,733.20	\$ 2,866,292.50	\$ 7,191.00	\$ 9,963.20
PERMIT TYPES						
Electrical	11	16	\$ 66,600.00	\$ 574,965.00	\$ 1,970.00	\$ 12,505.00
Heating	63	47	\$ 257,185.00	\$ 697,994.20	\$ 3,825.00	\$ 13,810.00
Plumbing	15	15			\$ 820.00	\$ 1,360.00
Sewer		2				\$ 1,500.00
TOTALS	89	80	\$ 323,785.00	\$ 1,272,959.20	\$ 6,615.00	\$ 29,175.00
GRAND TOTALS OF THE ABOVE:	150	142	\$1,259,518.20	\$4,139,251.70	\$13,806.00	\$39,138.20

CASH RECEIPTS	NUMBER OF PERMITS	
	2013	2012
Contractors Licenses	\$33,395.00	\$11,470.00
Building Permits	\$7,191.00	\$9,963.20
Projecting Sign Fees		
Electrical Permit Fees	\$1,970.00	\$12,505.00
Heating Permit Fees	\$3,825.00	\$13,810.00
Sales Tax	\$3.15	\$3.38
Plumbing Permit Fees	\$820.00	\$1,360.00
Sewer Permit Fees		\$1,500.00
Occupancy Permit Fees	\$900.00	\$650.00
Board of Appeals	\$500.00	
Misc. General Revenue	\$64.82	\$68.18
Plan Examining Fees	\$800.00	\$275.00
Code Books		
State Stamps		\$40.00
Rooming House Permits	\$270.00	\$270.00
Erosion Control Fees		\$100.00
Penalty Fees		\$100.00
Cash Over, Short or Refund	\$125.00	\$1,060.00
Contractors Escrow	(\$1,465.00)	(\$1,521.00)
Weights & Measure License	\$20,318.00	\$17,876.00
Clearwater Inspection Fees	\$2,040.00	\$1,720.00
GRAND TOTALS OF THE ABOVE:	\$70,756.97	\$71,249.76

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2012	2013	2012	2013	2012
One-Family Residence	1	3	\$ 210,000.00	\$ 595,000.00	\$ 500.00	\$ 1,280.00
Two-Family Residence	1		\$ 145,000.00		\$ 800.00	
Condominium						
Garages, Carports	25	28	\$ 346,578.00	\$ 338,050.00	\$ 4,326.30	\$ 4,568.20
New Commercial	6	6	\$ 3,259,200.00	\$ 7,917,000.00	\$ 7,218.00	\$ 46,692.60
New Misc - Non Residential	2	1	\$ 14,374.00	\$ 440,000.00	\$ 150.00	\$ 132.00
Storage Bldgs - Residential	31	30	\$ 117,937.00	\$ 73,490.00	\$ 2,075.36	\$ 1,536.10
Storage Bldgs - Commerical	1	5	\$ 7,500.00	\$ 64,100.00	\$ 76.80	\$ 257.80
Alterations & Add'ns - Residential	1439	1356	\$ 8,862,345.32	\$ 9,126,442.84	\$ 104,760.70	\$ 102,455.05
Alterations & Add'ns - Commercial	145	142	\$ 7,563,908.59	\$ 15,719,980.00	\$ 75,504.00	\$ 118,784.65
Wrecking	28	25	\$ 206,962.00	\$ 220,775.00	\$ 3,884.30	\$ 3,126.34
Moving		1		\$ 1,500.00		\$ 109.24
Signs	95	100	\$ 539,659.01	\$ 539,127.84	\$ 10,827.50	\$ 12,892.33
Fences/ Pools/ Decks/ Driveways	299	313	\$ 951,271.50	\$ 1,036,408.00	\$ 14,080.00	\$ 14,725.00
Tanks						
Miscellaneous	21	15		\$ 3,000.00	\$ 1,520.00	\$ 1,185.00
TOTALS	2094	2025	\$ 22,224,735.42	\$ 36,074,873.68	\$ 225,722.96	\$ 307,744.31
PERMIT TYPES						
Electrical	382	406	\$ 2,689,407.40	\$ 5,333,370.00	\$ 77,460.00	\$ 131,315.00
Heating	543	528	\$ 3,629,615.69	\$ 4,458,706.02	\$ 64,125.00	\$ 85,015.00
Plumbing	342	322			\$ 23,144.00	\$ 29,086.00
Sewer	23	7			\$ 14,500.00	\$ 8,000.00
TOTALS	1290	1263	\$ 6,319,023.09	\$ 9,792,076.02	\$ 179,229.00	\$ 253,416.00
GRAND TOTALS OF THE ABOVE:	3384	3288	\$28,543,758.51	\$45,866,949.70	\$404,951.96	\$561,160.31

CASH RECEIPTS	NUMBER OF PERMITS	
	2013	2012
Contractors Licenses	\$84,630.00	\$100,235.00
Building Permits	\$225,722.96	\$307,744.31
Projecting Sign Fees	\$8,325.00	\$8,225.00
Electrical Permit Fees	\$77,460.00	\$131,315.00
Heating Permit Fees	\$64,125.00	\$85,015.00
Sales Tax	\$121.21	\$138.53
Plumbing Permit Fees	\$23,144.00	\$29,086.00
Sewer Permit Fees	\$14,500.00	\$8,000.00
Occupancy Permit Fees	\$7,600.00	\$6,400.00
Board of Appeals	\$6,250.00	\$3,600.00
Misc. General Revenue	\$2,795.82	\$2,922.27
Plan Examining Fees	\$15,250.00	\$16,425.00
Code Books	\$20.00	
State Stamps	\$80.00	\$120.00
Rooming House Permits	\$920.00	\$680.00
Erosion Control Fees	\$200.00	\$300.00
Penalty Fees	\$6,690.00	\$51,718.10
Cash Over, Short or Refund	(\$2,422.00)	(\$279.50)
Contractors Escrow	(\$760.77)	\$3,419.80
Weights & Measure License	\$39,847.00	\$37,207.00
Clearwater Inspection Fees	\$32,350.00	\$20,120.00
GRAND TOTALS OF THE ABOVE:	\$606,848.22	\$812,391.51



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

Submitting a communication from Mi-Tech on behalf of St. Nicholas Hospital requesting an encroachment on City of Sheboygan road right-of-way in order to construct a private fiber network among the area's health cares.



City Clerk



800.465.8050

Mi-Tech Services, Inc.
1700 Industrial Drive
Green Bay, WI 54302

WWW.MI-TECH.US

January 10, 2014

City of Sheboygan
828 Center Ave,
Sheboygan, WI

RE: CITY ROAD UTILITY CONSTRUCTION NOTIFICATION
(Project: ST. NICHOLAS HOSPITAL BUILD)

To Common Council,

St. Nicholas Hospital is respectfully submitting their proposed utility construction plan set and legal description for your review and records. St. Nicholas Hospital is constructing a private fiber network among the area's health cares.

Utility construction for this project will take place within the city road right of way as depicted on the attached plan set. Actual construction activities could commence as early as this winter with completion of construction and restoration planned by spring of 2014.

Please contact me at (920) 621-6074 or matt.peters@hshs.org with questions or concerns regarding this matter.

Thank you,

Matt Peters
St. Nicholas Hospital

Schroeder, Linda

From: Corey Godina <cgodina@mi-tech.us>
Sent: Friday, January 10, 2014 11:17 AM
To: Schroeder, Linda
Cc: Matt.Peters@hshs.org
Subject: FW: St. Nicholas Hospital Fiber Build
Attachments: EXHIBIT.DOCX; Notification Letter for Sheboygan.docx; St. Nicholas Hospital Fiber Build REVISED 11-8-13.pdf; ENCROACHMENT PROCEDURES - CURRENT.DOC; Notification Letter for Sheboygan.docx

Hi Linda,

I had submitted this encroachment permit application to you last year but there were a couple of hang ups, but now everything looks like it got hammered out between the city and hospital and now we have to go through the encroachment procedure again. I believe last time you put the dates in for me on the encroachment document, could you please do this again.? Below is an email verifying the approval with the city engineer. If you need anything else, please let me know.

Thanks,

I am looking to get into the Encroachment procedure. Attached

Corey Godina | OSP Designer

Mi-Tech Services, Inc.
office: 920.465.8018 | fax: 920.465.8163 | cell: 920.366.5247 cgodina@mi-tech.us | <http://www.mi-tech.us>

1700 Industrial Dr.
Green Bay, WI 54302

THE INFORMATION CONTAINED IN THIS COMMUNICATION MAY BE CONFIDENTIAL, IS INTENDED ONLY FOR THE USE OF RECIPIENT(S) NAMED ABOVE, AND MAY BE LEGALLY PRIVILEGED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION, OR ANY OF ITS CONTENTS, IS STRICTLY PROHIBITED.

-----Original Message-----

From: Sazama, Ryan [<mailto:Ryan.Sazama@sheboyganwi.gov>]
Sent: Thursday, January 09, 2014 2:45 PM
To: Peters, Matt T
Cc: Biebel, David; Kolste, Joel; Sandberg, Brian
Subject: RE: St. Nicholas Hospital Fiber Build

Matt:

Our City surveyor had a chance to review the survey/description of your encroachment request and everything has been approved from the Engineering side of everything. Now you must submit the Encroachment Request Application form with all necessary documents to the City Clerks office.

-----Original Message-----

From: Peters, Matt T [<mailto:Matt.Peters@hshs.org>]
Sent: Thursday, January 02, 2014 10:23 AM
To: Sazama, Ryan
Cc: Schabow, Brett S; Corey Godina (cgodina@mi-tech.us)
Subject: St. Nicholas Hospital Fiber Build

Hi Ryan,

Here are the documents for the St Nicholas Fiber build. Please let me know if you have any questions.

Thank you.

Matt Peters

Technical Analyst - WI Router and Switch Lead Hospital Sisters Health System/Prevea Support Services

1665 Yellow Briar Dr.

De Pere, WI 54115

Office: 920.431.3123

Extension: 43123

Matt.peters@hshs.org

www.hshs.org

LEGAL DISCLAIMER: This message and all attachments may be confidential or protected by privilege. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained in or attached to this message is strictly prohibited. Please notify the sender of the delivery error by replying to this message, and then delete it from your system. Thank you.

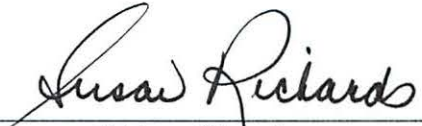
NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware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

LEGAL DISCLAIMER: This message and all attachments may be confidential or protected by privilege. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained in or attached to this message is strictly prohibited. Please notify the sender of the delivery error by replying to this message, and then delete it from your system. Thank you.

II

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

Submitting a communication from ExteNet Systems, Inc., requesting an encroachment upon portions of N. 18th St. and Erie Ave. for the purpose of installation of new underground conduit structures for fiber optic cable.



City Clerk

II

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

January 7, 2014

JAN 15 '14 PM 1:55

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

RE: Request for Encroachment: ExteNet Systems, Inc.

Dear Members of the Common Council,

Thank you for the opportunity to make a formal request for an Encroachment into the Sheboygan public right-of-way. ExteNet Systems, Inc. is a telecommunications utility company registered with Wisconsin Public Service Commission. ExteNet is proposing the construction of a fiber-optic telecommunications network within the City of Sheboygan that will include the installation of aerial fiber optic cables onto existing Alliant Energy utility poles as well as the placement of new underground conduit structures within the City of Sheboygan's public right-of-way.

This specific request for an Encroachment is respectfully being made for the January 20th meeting of the Sheboygan Common Council with the following project details:

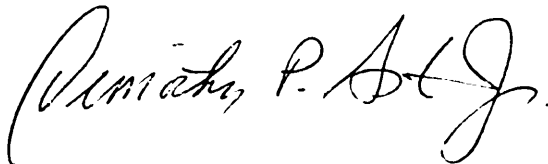
- **Purpose: Installation of new underground conduit structures for fiber optic cable**
- **Scope: Installation of approximately 2,306 Linear Feet of HDPE Conduit & Fiber Optic Cable, by directional drilling & open cut trenching, at a minimum depth of 36-inches. Place one (3) hand holes (pull boxes) at key pull/splice locations.**
- **Location: Beginning at a proposed ExteNet hand hole located 150 South of SPL of Superior Ave. & 2 feet West of EPL of N. 18th Street, continue West for 57 feet to West Side of N. 18th Street R/W to a point 150 feet South of SPL of Superior Ave. & 7 feet East of WPL of N. 18th Street, continue South at an offset of 7 feet East of WPL for 1,446 feet, crossing SR 23, to a proposed ExteNet hand hole located 33 feet North of SPL of Erie Ave. & 5 feet West of WPL of N. 18th Street; continue West for 397 feet at 33 feet North of SPL of Erie Ave to a R/W variance for alignment of Erie Ave.; At this point, continue West for 75 feet to 95 North of SPL of Erie Ave. & 577 feet West of WPL of N. 18th Street, continue in a Southwest direction for 105 feet to a**

point located 70 feet North of SPL & 677 feet West of WPL of N. 18th Street, continue Southwest for 221 feet, crossing N. 19th Street, to a proposed ExteNet hand hole located 12 feet South of NPL of Erie Ave. & 30 feet West of WPL of N. 19th Street, continue Southwest for 5 feet to an existing Alliant pole (#S15-23-22.1 1/35-14), located 12 feet South of NPL of Erie Ave. & 35 feet West of WPL of N. 19th Street.

- **Total Encroachment Linear Footage: 2,306**
- **Total Encroachment Square Footage: 2,324**

Included with this cover letter are the contact information details for ExteNet Systems (owner of the facility) and our general Contractor, Gabe's Construction. Additionally, a detailed set of construction plans are provided to show project specific details for this Encroachment Request. I hope this information is sufficient for your review and acceptance for the January 20th meeting of the Common Council. Should you require anything additional at this time, please contact me directly at 630-776-3769.

Respectfully,



Timothy Asta Jr., AICP
Director of Municipal Affairs
ExteNet Systems, Inc.

Enclosures

Encroachment Request: Contact Information

I. Owner Contact Information:

Name: ExteNet Systems, Inc.
Address: 3030 Warrenville Road, Suite 340
City: Lisle
State: Illinois
Zip: 60532
Agent: Timothy Asta Jr., AICP
Agent Title: Director, Municipal Relations
Email: tasta@extenetsystems.com
Phone: (630) 505-3845
Fax: (630) 577-1332

II. General Contractor's Contact Information:

Company Name: Gabe's Construction Company
Address: 4804 N. 40th Street
City: Sheboygan
State: Wisconsin
Zip: 53083
Primary Contact : Jeff Rinartz
Primary Contact Title: Senior Project Engineer
Email: jrinartz@gabes.com
Primary Contact Phone: (920) 889-4510
Corporate Phone: (920) 459-2600

III. State of Wisconsin Diggers Hotline ID: ENS01

IV: Corporate Overview:


ExteNet Systems, Inc. is a telecommunications utility registered with the Wisconsin Public Service Commission as an *Alternate Exchange Carrier*. ExteNet does not provide any telecommunications services directly to the consumer public.

ExteNet has legally secured the necessary Joint Use Agreements with Alliant Energy for the attachment of fiber optic cable and related telecommunications equipment on their existing utility pole structures.

II

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

Submitting a Summons and Complaint in the matter of Donald W. Keniston
vs. City of Sheboygan et al.



City Clerk

II

Handwritten text, possibly a signature or date, located in the upper left quadrant of the page.

STATE OF WISCONSIN

CIRCUIT COURT- BRANCH _____

SHEBOYGAN COUNTY

JAN 16 '14 PM 4:26

Donald W Keniston
1429 South 11th Street
Sheboygan, Wisconsin, 53081

Plaintiff

RDW
Process Server
Time 4:10 A.M. - P.M. **Date** 1/16/14
Served Upon Linda Schmitt
828 Center Avenue Sheboygan
 Personal **Substitute**
 Posted **Corporate**

SUMMON
CASE CODE 3030
CASE NO 14CV0040

SHEBOYGAN COUNTY
WISCONSIN
14 JAN 16 PM 12:30
CLERK CIRCUIT COURT
FILED

- () CITY OF SHEBOYGAN, WI., & un-named Officials, office 828 Center St., sheboygan, wi. 53081
- () PATRICK EIRICH, office, 828 Center Ave., Sheboygan, wi., 53081 (residence unknown)
- () CATHERINE Q. DELAHUNT office 1315 N 23rd St, Sheboygan, wi., 5081 (residence unknown)
- () CHARLES A. ADAMS office 828 Center Ave, Sheboygan, Wi., 53081 (residence unknown)

Defendant

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is, and to, Plaintiff's attorney, whose address is, You may have an attorney help or represent you.

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

Dated: 18 January, 2014)

Donald W Keniston
Donald W. Keniston, plaintiff -- 920 287-7863

CT11-11

111 70040
111 70040

Process Server	
Time A.M. - P.M.	Date
Served Upon	
() Personal	() Substituted
() Posted	() Corporate

STATE OF MISSISSIPPI

County of Madison

Shirley M. ...

...

...

...

THE STATE OF MISSISSIPPI

...

...

...

...

DONALD W. KENISTON,
1429 S 11th St,
sheboygan, Wi. 53081

Plaintiff

SHEBOYGAN COUNTY
WISCONSIN
14 JAN 16 PM 2:30
CIVIL COMPLAINT
Case No. 14CV0040
CLERK CIRCUIT COURT
FILED

- () CITY OF SHEBOYGAN, WI., and unnamed officials, Office, 828 Center Ave, Sheboygan, Wi
- () PATRICK EIRICH office, 828 Center Ave, Sheboygan, wi., (residential address unknown)
- () CATHERINE Q. DELAHUNT, Office, 1315 N 23 St, Sheboygan, wi (residential address unknown)
- () CHARLES A. ADAMS Office, 828 Center Ave, Sheboygan, wi., (residential address unknown)

Co-defendants

I, the undersigned, DONALD W. KENISTON, residing at 1429 south 11th street, Sheboygan, Wi., 53081, do herewith make and file this complaint, charging the CITY OF SHEBOYGAN, WI., certain UNNAMED ELECTED AND/OR APPOINTED CITY OFFICIALS, and specifically naming PATRICK EIRICH, city Building inspector, CATHERINE Q. DELAHUNT, Judge of Municipal Court, and CHARLES A ADAMS. Assistant City Attorney, with various violations of the law and constitutions of the United States, and the State of Wisconsin. And alleging

COUNT 1 - VIOLATION OF CONSTITUTIONAL RIGHTS BY CITY OF SHEBOYGAN

That in 2006, and later updated to it's present form, the then sitting City council, in consort with other city officials did , in fact, conspire together to legislate and pass, and codify into law certain portions of the city municipal code, in direct violation of the first, fourth, and fourteenth amendments to the constitution, and article 1, Section 5 of the constitution of the state of Wisconsin----and did therefore violate the constitutional rights of the Complainant. In that

- *Amendment 1 guarantees that no law shall be made which bridges the right of speech or expression. Sectons of both IBMC 304.02 and Municipal code 26.652 each and both, do precisely that as neither section depends on the severity of the charges, nor the determination that the conditions constitute a health or safety hazard, nor that the property is the site of criminal activity, but relies specifically on appearance. and arbitrary notions of protection of the property therefore, I have been deprived of my rights to freedom of expression regarding my own private property.
- *Amendment 4 guarantees the right of person to be secure in their persons, houses , papers, and effects but said City officials did specifically amend Section 301.2 of the IBMC to read as follows : (quote) "No person, shall use, occupy, own, or permit use of any structure or premises that does not comply with the requirements of this article". (unquote) Please note in particular "USE, OCCUPY, OWN" and further, did pass and codify into law, Section 26-652 (a) of the Municipal Code which is

nearly identical in scope. (Apparently, and ludicrously, if my mailbox needed painting, I must dispose of my house or property.) -----THUS, in that I have been convicted of a violation of the Code, I WAS REQUIRED BY LAW TO VACATE AND SELL MY PROPERTY, which I have since done. And all suggestions of security in my person and houses has been destroyed.

- Amendment 14 of the US constitution guarantees tNo state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; (1) The codification of IBMC 304.02 and Municipal code 26.652 does in fact abridge the plaintiffs's rights and privileges with regards to Amendment- 1 of the constitution, Further, This amendment guarantees that no state shall deprive any person of life, liberty, or property, without due process of law; (2) Yet, the adoption of Section 301.2 of the IBMC did, in fact, deprive me of property without LEGITIMATE due process and further, this amendment also guarantees equal protection of the laws (3) The actions of The building inspector, in consort with other City officials the City did, in fact, deny the plaintiff said protection. By virtue of ignoring appropriate procedure, and denial of my right to trial by Jury as defined below, due process was suspended . I have thus been deprived of my property and moneys by unlawfull and unconstitutional means.
- Article 1, Section 5 of the the Wisconsin Constitution provides "The right of trial by jury shall remain inviolate, and shall extend to all cases at law without regard to the amount in controversy Yet the City of Sheboygan has apparently passed a law prohibiting it in Municipal court. And CATHERINE Q DELAHUNT did in fact, deny me such a right Thus, this is also a vilation of the 14th amendment.
- * THE CITY OF SHEBOYGAN, WI., and/or certain City officials of said City, did defraud,. and conspire to defraud the plaintiff by their afore mentioned unconstitutional actions and their continuing prosecution of him under these sections of the Municipal Code,

COUNT 2 - VIOLATION OF THE 14th AMMENDMENT OF THE CONSTITUTION

Building Inspector PATRICK EIRICH, in concert with other City officials, and the urban developement league (apparenty regarding "the southside neighborhood revitlization strategy area) did in fact conspire to deny the plaintiff hereto his rights under ammendment 14 of the US Constitution regarding equal treatment under the law, by arbitrarily and specifically singling out his neighborhood for inspection, without subjecting all property owners and/or neighborhoods to the same scrutiny.

COUNT 3 - VIOLATION OF SECTION !-14 OF THE MUNICIPAL CODE

PATRICK EIRICH did, in fact, in his capacity as building inspector, initiate Citation I00074 , wherein he violated the law by failing to follow the requirements of the City's own rules for the contents of said Citation, specifically violating paragraphs (a)-(2), (4), and (5), of Section 1-14 of the Municipal code, in that the charges cited were unclear and invalid, and quite ludicrous, and further, that the matter could not be clsssified as an incident, but rather, as an ongoing condition. As NO ACTION WAS INVOLVED.

COUNT 4 - VIOLATION OF DUE PROCESS OF LAW PROVISIONS

During the actual trial of Incident I0074, and previous thereto, , JUDGE CATHRINE Q.

DELAHUNT, whether thru incompetence, or neglect, did act with misfeasance, and/or malfeasance in ignoring the improprieties of the citation, and by ignoring, and/or denying specific legal requirements which were her duties as a Judge and officer of the court including violation of Article 1, section 5 of the Wisconsin Constitution regarding Trial by jury and violation of Rule 603 of the Federal rules of Evidence, requiring sworn testimony by witnesses (I was denied the trial by Jury, and at no time during the trial was the sole witness sworn under oath. Further, tho I am not positive, I believe that attorney CHARLES A. ADAMS is also bound by the same requirements as an officer of the court, and therefore may also be guilty of said offenses)

As a consequence of the above, I was tried and convicted without a proper Charge, on UNSWORN Testimony, and in violation of my right to a trial by Jury.

COUNT 5, RETRIAL AS A CONTINUATION OF THE FIRST TRIAL

LATER, (Incident I00230) I was re-cited with, and again found guilty of the same charge even tho I had repeatedly informed the court and the attorney that By law I was prohibited from taking remedial action, under pain of committing a felony by destroying, altering, or concealing evidence, (Section 254 of the Wisconsin statutes CRIMES ACT 1958) -----THEREFORE ----- In that Inspector PATRICK EIRICH, Judge CATHRINE Q. DELAHUNT, and Attorney CHARLES A. ADAMS, each and all, should have known that aspect of the law, and did Ignore it and continued to prosecute me, that each and all of them, in their own respective capacity, by allowing this action to go to trial, are guilty of Condoning, and promoting the violation of the statute, and thus are guilty of AIDING AND ABETTING THE SOLICITATION OF A FELONY -----Further: The Judge erroneously determined that the alleged incident (re-inspetion of the premises) was indeed a separate incident,even tho there was no action indicated. And thus (somehow) the law regarding destruction of Evidence did not apply NOTE: the Conviction of the previous so-called incident, was under appeal.---- And further, she adjudged that since she had already denied my motions for dismissal for lack of Legitimate charge, and conflict of laws regarding right to take remedial action, I was not allowed to uses the reasons for either in my defense. And therefore undermining, and/or denying my right to a legitimate defense and thus, again, I was tried and convicted by unlawful and unconstitutional actions.

COUNT 6 - VIOLATIONS UNDER COLOR OF LAW

I further allege and charge that each and all of the above mentioned parties have acted in these matters under color of law, and not as individuals and I, as the victim wish them to be prosecuted to the fullest extent of the law.

DAMAGES AND PRAYER FOR RELIEF

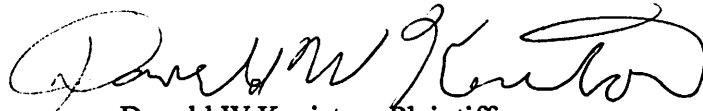
By their actions, the named and unnamed defendents herein have caused great damage and

financial loss to the plaintiff and un-recoverable time, effort, concernation and unredemable damage to his reputation and intentions. IN THAT:

Prior to September, 2012 I was in the process of preparing to paint my house, when I received the citation which forbade me to do so under pain of committing a felony. That is over 16 months ago. And I have been unable to follow my own plans since. Subsequently, I have been unjustly and unlawfully tried and found guilty, and due to the unconstitutional laws involved, I have had to pay costs of the actions, fines, and other court charges, and have been compelled to sell my house at a loss of approximately \$42,000. -plus moving costs, etc THEREFORE I pray for relief in the following amounts" \$42,800 for recupment of losses,,prior to this action, with regards to sale of house --Approximately \$1,600 in cost of fines and prior court costs, \$200,000 in Personal damages, Punitive damages in the amount considered proper by the Jury hereto, and costs of this action.

Sincerely.

Dated, 16 January, 2014

A handwritten signature in cursive script, appearing to read "Donald W Keniston".

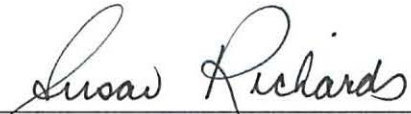
Donald W Keniston, Plaintiff

920 287 7863

II

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

Submitting a communication from Randall Martinek to request a waiver from the Sex Offender Residency restrictions in order to live at a TLP at 1123/1125 N. 14th St. or 930A Michigan Ave.



City Clerk

Date January 17, 2014

My name is Randall Martinek.

I am requesting a waiver to the Sexual Residency Requirements so I may live at DOC TLP

1123/1125 N 14th or 930 A Michigan

Signature Agent Angela Gumienny AG

Phone No 920.459.6592



STATE OF WISCONSIN
DEPARTMENT OF CORRECTIONS
DIVISION OF COMMUNITY CORRECTIONS

ANGELA GUMIENY
PROBATION AND PAROLE AGENT

3422 WILGUS AVENUE
SHEBOYGAN, WISCONSIN 53081

PHONE: (920) 459-6592
FAX: (920) 459-4386



STATE OF WISCONSIN
DEPARTMENT OF CORRECTIONS
DIVISION OF COMMUNITY CORRECTIONS

ANGELA GUMIENY
PROBATION AND PAROLE AGENT

3422 WILGUS AVENUE
SHEBOYGAN, WISCONSIN 53081

PHONE: (920) 459-6592
FAX: (920) 459-4386

II

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

Submitting a communication from George Harris requesting a waiver from the Sex Offender Residency restrictions in order to live at 1633 Heller Ave.



City Clerk

JAN 10 '14 PM 4:57

Date 1/10/14

My name is George HARRIS

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1633 HELLER AVE

Sheboygan WI 53081

Signature George Harris

Phone No 920-287-7376

III

Res. No. _____ - 13 - 14. By Alderperson Hammond. January 20, 2014.

A RESOLUTION authorizing combining City of Sheboygan Wards 2, 3 and 12 for the upcoming Primary Election on February 18, 2014.

WHEREAS, the City of Sheboygan has three (3) wards that are in County Supervisory District #2, and

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, and

RESOLVED: That the Common Council of the City of Sheboygan hereby designates First Congregational Church as the polling place for Wards 2, 3 and 12 for the Primary Election to be held on February 18, 2014 only, for the seat of County Board Supervisor for District #2.

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 2, 3 and 12.

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

Res. No. - 14 - 13. By Alderperson Hammond, Vander Weele, Heidemann, Donohue, & Carlson. January 20, 2014.

A RESOLUTION approving the FY 2014 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$863,000 in entitlement Community Development Block Grant (CDBG) funds is estimated in 2014 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities, and

WHEREAS, the Strategic Fiscal Planning Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds, and

WHEREAS, the Strategic Fiscal Planning Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2014 Community Development Block Grant submission, including the various certifications for the funds, and

WHEREAS, the Strategic Fiscal Planning Committee recommends the funds be distributed as follows:

Street Improvements	\$350,000
Neighborhood Imp/Historic Preservation	\$151,400
NRSA No. 1 Officers	\$ 30,000
Partners for Community Development	\$ 22,500
Habitat for Humanity	\$ 7,500
Salvation Army	\$ 32,707
Sheboygan County Interfaith Organ.	\$ 5,000
Family Service Association	\$ 8,000
Safe Harbor	\$ 7,700
Mental Health America	\$ 2,500
Shoreline Metro	\$ 42,493
Family Connections	\$ 2,000
Tee Box, Inc.	\$ 3,600
Lakeshore CAP	\$ 20,000
Lakeshore Community Health Center	\$ 5,000
Program Administration	\$172,600

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2014 funds for the activities approved by the Strategic Fiscal Planning Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Strategic Fiscal Planning Committee, assurances contained therein and to provide any other information requested by HUD.

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 January 20, 2014.

A RESOLUTION authorizing advertising for bids for the 2014 Concrete Sidewalk Program.

RESOLVED: That the Public Works Department is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the 2014 Concrete Sidewalk Program aforementioned, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

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. January 20, 2014.

A RESOLUTION authorizing advertising for bids for the sanitary sewer relay of N.20th St. from Cleveland Ave. to Geele Ave.

RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the sanitary sewer relay of N. 20th St. from Cleveland Ave. to Geele Ave., according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

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

Res. No. - 13 - 14. By Alderperson Heidemann. January 20, 2014.

A RESOLUTION to declare the second Saturday in May, International Migratory Bird Day.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities,

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring,

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide,

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes,

WHEREAS, public awareness and concerns are crucial components of migratory bird conservation,

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations,

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.,

WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun,

WHEREAS, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants,

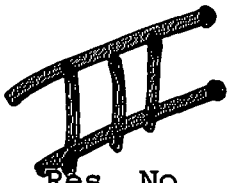
WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

RESOLVED: That the City of Sheboygan declares the second Saturday in May, International Migratory Bird Day.

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



Res. No. _____ - 13 - 14. By Alderperson Heidemann. January 20, 2014.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Spectrum Lighting, LTD, for the purposes of supplying replacement light poles at the Sheboygan Business Center.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to the City standardizing its street lights for uniformity and ease of maintenance as well as to match existing lights in the Business Center.

WHEREAS, Spectrum Lighting is the distributor of Valmont street light poles, which has been predominantly used in the City of Sheboygan and is currently installed in other sections of the Business Center.

RESOLVED, by the City Council of the City of Sheboygan that the appropriate City Officials are hereby authorized to waive the competitive bid requirements and enter into contract with Spectrum Lighting, LTD, for supplying the purchase of street lighting poles at a cost of \$43,720 in payment of same from the Industrial Park Development Fund.

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



N8 W22520 Johnson Drive-Unit E • Waukesha, WI 53186 • (262) 970-0300 • Fax (262) 970-0350

To:			Job Name: CITY OF SHEBOYGAN Project Name: INDUSTRIAL PARK		
Qty	Type	Mfg	Description	Unit Price	Extd. Price
40		VALM	VALMONT CAT# 2908-46806T4-D1-313	\$1,093.00	\$43,720.00
			*FREIGHT ALLOWED FOR QUANTITY QUOTED		
			*CURRENT LEADTIME IS 8-8 WEEKS AFTER RECEIPT OF ORDER		
			*POLE WILL BE DRILLED FOR ONE GARDCO FIXTURE 180 DEGREES FROM THE HANDHOLE.		
			TOTAL:		\$43,720.00
Printed: 12/03/13 14:47:55 Per: Tom Tews Email:					

VII

R. C. No. _____ - 13 - 14. By LAW AND LICENSING. January 20, 2014.

Your Committee to whom was referred, R. O. No. 199-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that the Beverage Operator's license #0237 be denied based upon her failure to accurately reveal all convictions on her Beverage Operator's license application and her record of violations related to the licensed activity.

_____ Committee.

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

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

II

Other Matters

8.1

R. O. No. 199 - 13 - 14. By CITY CLERK. December 2, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

City Clerk

*Law: 12/16/13 - granted license
Held Mewes
1/20/14 - Deny Mewes*

TAXICAB BUSINESS LICENSES (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2997	Best Taxi, The	1905 N. 15 th St.
2863	Greco Cab Co.	508 N. 13 th St.
2912	Independent Cab	1219 Georgia Ave.
2572	Lakeshore Transportation LLC	426B Factory St., Plymouth
2509	Santanas Limo	2724 Main Ave.
1911	Wheelchair Taxi	2516 Superior Ave.
3023	Yellow Cab	708 Erie Ave.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2868	Intouch	314 Niagara Ave.

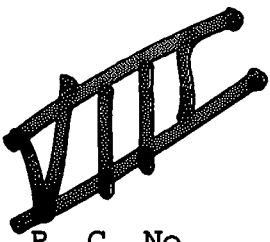
BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7800	Abstetar, Elizabeth A.	740 S. 25 th St., Manitowoc
9379	Bloedorn, Lisa A.	1719 Broadway
0236	Clark, Samuel A.	407 Grant Ave.
0232	Heinecke, Nancy J.	3204 N. 26 th St.
0237	Mewes, Cassandra L.	1734 N. 11 th St.
7565	Sievers, Fred A.	4257 Honeysuckle Ct., #I203
7124	Skirvin, William C.	1118 S. 13 th St.
0234	Van Gheem, Seth(Club)	618 N. 15 th St.
6929	Violetta, Jason A.	830 N. 10 th St., #101

L & H

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0235	Kroenke, Heather L.	1027 St. Clair Ave.
0233	Wiroll, Vanessa M.	5533 Windsor Dr.



R. C. No. - 13 - 14. By STRATEGIC FISCAL PLAN COMMITTEE.
January 20, 2014.

Your Committee to whom was referred Subs. of Res. No. 62-13-14 authorizing taking the appropriate steps to seek to participate as a signatory in the Green Tier Charter for Legacy Communities; recommends the Substitute Resolution be accepted and placed on file.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Subs. of Res. No. 62 - 13 - 14 . By Alderperson Carlson. January 20, 2014.

A RESOLUTION authorizing taking the appropriate steps to seek to participate as a signatory in the Green Tier Charter for Legacy Communities as set forth by the Wisconsin Department of Natural Resources.

WHEREAS, the Center on Wisconsin Strategy, the Wisconsin Department of Natural Resources, have created a Green Tier Charter for Legacy Communities with goals of:

1. Assisting municipalities in achieving superior environmental performance, and
2. Improving the quality of life and economic vitality of communities, and
3. Helping municipalities and the DNR address water management issues in a holistic, water-based manner, and
4. Assisting municipalities in preparing, implementing, and improving the overall watershed plan that integrates the municipality's full range of water resources, and
5. Assisting municipalities in preparing, implementing and improving over time a sustainability plan that reduces a municipality's impact on the environment, and
6. Facilitating access to state and federal funding for projects and activities related to this Charter, and
7. Realizing taxpayer savings through reduced municipal expenditures on motor vehicle fuels and energy resulting from efficient development patterns, and
8. Achieving other demonstrable and measureable environmental improvements beyond what is required by local, state, or federal law, and

WHEREAS, the Green Tier Legacy Communities Program is seeking partnerships with local units of government in furtherance of the Green Tier Charter goals; and

WHEREAS, the City will benefit from such a partnership with the Green Tier Legacy Communities Program; and

WHEREAS, taking concrete steps to protect earth's climate is the common interest of every living thing in Sheboygan; and

WHEREAS, joining other municipalities in this effort may be the most effective way to meet the challenge of climate change; and

WHEREAS, the Sheboygan Sustainable Task Force recommends the City join this partnership.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan authorizes appropriate City staff to complete the DNR approved application requesting consideration for participation as a signatory to the Green Tier Charter for Legacy Communities and submitting of same to the DNR and the Legacy Communities Green Tier Steering Committee.

BE IT FURTHER RESOLVED: That the application indicate that the City will pursue the sustainability component of the Charter.

BE IT FURTHER RESOLVED: That said application will commit the City to meeting the requirements of the Charter and applicable appendices and will provide a schedule for implementing our program, a commitment to assign the resources necessary to participate in the Charter, and the identity of a technical point of contact and a contact person intended to serve as the City's representative.

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

Res. No. 62 - 13 - 14 . By Alderperson Carlson. September 16, 2013.

A RESOLUTION supporting the Green Tier Charter for Legacy Communities as set forth by the Wisconsin Department of Natural Resources.

WHEREAS: The Center on Wisconsin Strategy, the Wisconsin Department of Natural Resources, have created a Green Tier Charter for Legacy Communities with goals of:

1. Assisting municipalities in achieving superior environmental performance,
2. Improving the quality of life and economic vitality of communities, and
3. Helping municipalities and the DNR address water management issues in a holistic, water-based manner, and
4. Assisting municipalities in preparing, implementing, and improving the overall watershed plan that integrates the municipality's full range of water resources, and
5. Assisting municipalities in preparing, implementing and improving over time a sustainability plan that reduces a municipality's impact on the environment, and
6. Facilitating access to state and federal funding for projects and activities related to this charter, and
7. Realizing taxpayer savings through reduced municipal expenditures on motor vehicle fuels and energy resulting from efficient development patterns, and
8. Achieving other demonstrable and measureable environmental improvements beyond what is required by local, state, or federal law, and

WHEREAS: The Green Tier Legacy Communities Program is seeking partnerships with local units of government in furtherance of the Green Tier Charter goals; and

WHEREAS: The City will benefit from such a partnership with the Green Tier Legacy Communities Program; and

WHEREAS: Taking concrete steps to protect earth's climate is the common interest of every living thing in Sheboygan; and

WHEREAS: Joining other municipalities in this effort may be the most effective way to meet the challenge of climate change; and

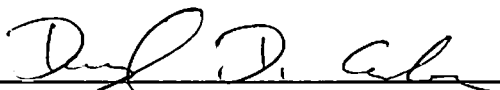
WHEREAS: The Sheboygan Sustainable Task Force recommends the City join this partnership; and

Strategic

NOW, THEREFORE BE IT RESOLVED: That the Common Council of the City of Sheboygan declares itself a signatory to the Green Tier Charter for Legacy Communities and authorizes the Mayor and City Clerk to sign the necessary documents on behalf of the Common Council;

BE IT FURTHER RESOLVED: That City staff are directed to assist with meeting the Charter goals and to submit an annual report to the Organization Signatories; and

RESOLVED: That upon adoption, the City Clerk is hereby directed to send a copy of this resolution to the Wisconsin DNR and the Legacy Communities Green Tier Steering Committee.



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

LEGACY COMMUNITIES GREEN TIER CHARTER

This Charter is entered into by the WI Department of Natural Resources (DNR) and 1000 Friends of Wisconsin (1000 Friends), League of WI Municipalities (League), WI Energy Conservation Corp (WECC), Municipal Environmental Group (MEG), Center On WI Strategy (COWS), and Individual municipalities that elect to participate in this Charter (initial municipalities are: Cities of Appleton, Fitchburg, Bayfield, Middleton, and Village of Weston). All these organizations are collectively referred to as “Parties”.

Introduction

A. The League, 1000 Friends, MEG, WECC and COWS are statewide non-governmental organizations prepared to work with the DNR and municipalities to accomplish the goals of this Charter.

B. The Parties have established goals for this Charter. Together, key issues were identified that the Parties will work together to address. These key issues center on a wide range of sustainability practices available to municipalities, and municipal water resource management. Such a precedent lends support to the Green Tier Charter concept of better relations between state and local governments and other non-governmental organizations to achieve common goals that focus on achieving superior environmental performance.

I. Purpose

The purpose of this Charter is to establish an agreement pursuant to Wis. Stat. §§ 299.83(7e) and 66.0301 by which municipalities take actions and share information to achieve superior environmental performance with regard to one or both of the following areas: (1) water resources management; and/or (2) sustainability practices.

The term ‘sustainability’ means local governments addressing the needs of the present while not compromising the ability of future generations to address their needs. It encompasses a broad framework of interrelated issues that includes environmental stewardship, economic growth, public health and social equity. Sustainability practices could include reducing green house gas emissions, reducing municipal energy use, and developing and implementing a transportation system that reduces total vehicle miles traveled, increasing access to local foods, and supporting local business development. Policies in this Charter are intended to be consistent with and complimentary to a Signatory Municipality’s Comprehensive Plan.

Participating municipalities will select either water resources management or sustainability practices, or both, but are not required to pursue both components.

The Charter will achieve superior environmental performance in the following ways:

(1) Municipalities subscribing to the water resources pilot component of this charter will achieve superior environmental performance by addressing wastewater, stormwater, drinking water, wetlands, and other water issues in a holistic, watershed-based manner. Municipalities subscribing to the water resources pilot component of this charter will prepare, evaluate and implement an overall Water Resources Plan that integrates the municipality's full range of water resources issues. This may include some or all of the following elements:

- ◆ Wastewater management, including treatment plant compliance, collection system maintenance and long term sanitary sewer service area planning.
- ◆ Stormwater management including stormwater quality controls, stormwater quantity and floodplain management, and integration with DNR permitting.
- ◆ Integration of rural water management issues, including agricultural drainage ditch issues and agricultural nonpoint runoff into urban lands within the watershed.
- ◆ Navigable waters (Chapter 30, Wis Stats), wetlands, shoreland, floodplains management including associated habitat issues.
- ◆ Groundwater management issues including management of groundwater quality, groundwater quantity and regional recharge issues.
- ◆ Public water supply issues including drinking water quality and water conservation and compliance with Safe Drinking Water Act provisions
- ◆ Water budget issues, including the overall evaluation of water quantity and quality entering and leaving the watershed considering ground and surface water issues.

(2) Municipalities subscribing to the sustainability component of this Charter will initially focus on improving a municipality's impact on the environment by using the strategy options listed in Appendix 3 to develop a Sustainability Implementation and Monitoring Plan. Such an implementation plan may include some or all of the following elements:

- ◆ 'Build and Buy Green' strategies and programs.
- ◆ Strategies to promote environmental stewardship in the private sector.
- ◆ Transportation policies and actions that increase pedestrians, bicyclists, transit passengers as a primary mode of transportation, and that are designed to reduce public per-capita VMT and GHG emissions.
- ◆ Land use policies and actions that seek to identify, cleanup and redevelop brownfield sites, promote street connectivity and mixed-use development, and protect natural resources.
- ◆ Environmental stewardship, energy efficiency, waste and materials management policies and the use of renewable fuels to reduce total energy consumption throughout the community.

- ◆ Local government practices that encourage municipal employees to conserve energy, preserve the environment, and decrease greenhouse gas emissions from municipal facilities, services, and vehicle fleets.
- ◆ Encourage residents and businesses to adopt sustainable practices.

(3) All municipalities subscribing to this charter will share information, resources, technology, and environmental success stories with one another on a regular basis.

II. Background

1. Wisconsin's Green Tier Program, established by Wis. Stat. § 299.83, authorizes the Wisconsin Department of Natural Resources (DNR) to issue an environmental results charter to an association of public or private entities to assist those entities in achieving superior environmental performance and to assist those entities in participating in Tier 1 or Tier 2 of the Green Tier Program.

2. In 2007, Governor Jim Doyle created the Global Warming Task Force (GWTF) in part to develop policy recommendations and identify goals for GHG reductions and to minimize the economic, environmental, and public health impacts of global warming. In July 2008, the GWTF issued its Final Report, entitled *Wisconsin's Strategy for Reducing Global Warming*. Recognizing that direct and indirect sources of GHG emissions fall under the jurisdiction or control of local units of government, the GWTF Report includes numerous strategies that either directly apply to, or are inherently reliant upon, local units of government in Wisconsin.

3. Wisconsin's Comprehensive Planning Law, Wis. Stat. § 66.1001, requires most political subdivisions in Wisconsin to develop a Comprehensive Plan by January 1, 2010, in order to promote harmonious and coordinated development, meet future needs, and provide for the general welfare. To assist communities with comprehensive planning, the Wisconsin Department of Administration operates a Comprehensive Planning Grant Program.

4. The Wisconsin Office of Energy Independence (OEI) was established in April 2007 in part to advance the goal of producing 25 percent of Wisconsin's power and 25 percent of Wisconsin's transportation fuels from renewable sources by 2025. OEI serves as the state government point of contact for businesses and local units of government pursuing energy efficiency and the development of renewable energy. OEI also identifies, and facilitates applications for, federal, state, and private sources of funding for energy efficiency and renewable energy projects.

5. The United States Environmental Protection Agency (USEPA), pursuant to its authorities under the federal Clean Air Act, has initiated (or is expected to soon initiate) steps to regulate the emission of greenhouse gasses from mobile sources and major stationary sources. Steps taken by USEPA include issuance of a final rule requiring the mandatory reporting of GHG emissions by certain source categories (74 FR

56260; October 30, 2009) and issuance of findings that GHG emissions endanger the public health and welfare, and that emissions of GHGs from mobile sources contribute to this endangerment (74 FR 66496; December 15, 2009).

6. Many communities in Wisconsin have embraced local sustainability initiatives, such as The Natural Step Framework, as a means to reduce greenhouse gas emissions and reduce a community's overall environmental impact.

7. In light of these varied but overlapping programs aimed at curbing energy use and GHG emissions and reducing environmental impact at the community level, a mechanism is needed to facilitate action by local units of government in a manner that realizes the economic benefits of such reductions and provides municipalities with recognition for their efforts.

8. Addressing water issues on a holistic basis will result in more efficient use of both local and state staff and resources, decrease municipal costs, and improve water quality within the watershed. Existing water programs administered by DNR that directly impact municipalities include but are not limited to:

- Chapter 30, Wis Stats and NR 300, WI Adm. Code series -- Activities in and near navigable waters
- NR 216 and NR 151, WI Adm Code -- Municipal Stormwater
- Chapter 283 Wis Stat. – Wastewater Discharge Permits
- Chapters 280 & 281 Wis Stats.
- NR 103 WI Adm Code – Wetlands analysis
- NR 115 WI Adm Code -- Shoreland zoning
- NR 116 WI Adm Code –Floodplain zoning
- NR 117 WI Adm Code - Shoreland Wetland Zoning
- NR 809 and NR 811 WI Adm Code – Safe Drinking Water

III. Goals of the Charter

The Goals of this Charter are:

1. To assist municipalities in achieving superior environmental performance in one or both of the following two areas: (1) water resources management; (2)

- sustainability practices; and goals relating to economic development, public health and social equity; and to recognize their efforts and progress.
2. To improve the quality of life and economic vitality of communities.
 3. To help municipalities and the Wisconsin Department of Natural Resources address wastewater, stormwater, drinking water, wetlands, and other water issues in a holistic, watershed-based manner.
 4. To assist municipalities in preparing, implementing, and improving an overall watershed plan(s) that integrates the municipality's full range of water resources issues.
 5. To assist municipalities in preparing, implementing and improving over time a sustainability plan that reduces a municipality's impact on the environment.
 6. To facilitate access to state and federal funding for projects and activities related to achieving the purposes of this charter, such as energy efficiency, renewable energy, GHG reductions, comprehensive planning, transportation policies, and integrated planning for wastewater treatment, storm water treatment and management; and drinking water.
 7. To realize taxpayer savings through reduced municipal expenditures on motor vehicle fuels and energy resulting from efficient development patterns
 8. To help municipalities comply with various water regulations in a more efficient, cost effective and flexible manner.
 9. To achieve other demonstrable and measurable environmental improvements beyond what is required by local, state, or federal law.

IV. Charter Signatories

The Signatories to the Charter will include:

1. The Wisconsin Department of Natural Resources (DNR).
2. 1000 Friends of Wisconsin (1000 Friends)
3. League of Wisconsin Municipalities (League)
4. Municipal Environmental Group Wastewater Division (MEG)
5. Individual municipalities that elect to participate in this Charter

6. Center On WI Strategy (COWS)
7. WI Energy Conservation Corp (WECC)

V. Timeframe of Charter

1. **Effective Date.** This Charter will become effective when signed by DNR, 1000 Friends, the League, MEG-Wastewater, WECC, COWS, and the first municipality to subscribe to the Charter. New signatories may be added to the charter pursuant to the process outlined in Appendix 1.

2. **Duration of Charter.** This Charter will remain in effect for five (5) years from the effective date unless terminated as described below:

- (A) The Charter may be extended for additional five (5) year terms with the written approval of the DNR, and a majority of the signatories of this Charter.
- (B) The Charter may be terminated as a whole either by the DNR, or by a majority of the signatories of this Charter after 90 days of written notice of termination.
- (C) The water resources component of the Charter may be terminated by the DNR at the conclusion of the three (3) year pilot program as set forth in Appendix 2.
- (D) Any individual signatory may withdraw themselves from the Charter after 90 days of written notice to each of the members of the Legacy Communities Steering Committee.

VI. Responsibilities of Signatories

1. The Wisconsin Department of Natural Resources agrees to:

- (A) Convene an ad hoc "Resource Team" of agency experts to serve as a resource for Charter Signatories. Members of the DNR programs represented on the Resource Team shall assist signatory municipalities as per Wis. Stats. §299.83 (4m)(e).
- (B) Explore and facilitate access to state and federal funding, and the means to prioritize applications for DNR funding on behalf of Charter Signatories to further the goals of this Charter.
- (C) Provide access to senior DNR officials so that barriers to sustainable practices may be identified and removed.

**Legacy Communities Green Tier Charter
December 1, 2010**

- (D) Facilitate interagency cooperation.**
- (E) Provide recognition no less than annually of the participation of Signatory Municipalities and their accomplishments.**
- (F) Undertake the additional responsibilities as specified in Appendices to this Charter.**

2. Other Organizational Signatories (1000 Friends, League, MEG-Wastewater, WECC, and COWS) agree to:

- (A) Promote and solicit signatories to the Charter (All).**
- (B) Organize and convene regular meetings and conference calls of the Charter signatories (1000 Friends as lead, with assistance from League and MEG).**
- (C) Annually assess the impact and effectiveness of the Charter and report annually to the department on the activities that have been engaged in under the Charter. This annual report shall be submitted to the DNR by March 31st for the preceding year. (1000 Friends as lead, with assistance from COWS).**
- (D) Assist with establishing Charter member communication between members and the DNR (All).**
- (E) Assist in exploring and alerting municipalities to funding opportunities available to communities for implementing Charter activities (1000 Friends as lead with assistance from League).**
- (F) Assist in drafting future appendices and policies (League as lead, with input from (All)).**
- (G) Provide technical assistance to the Charter municipalities to achieve their goals under this Charter. (All)**

3. Municipality signatories agree to:

- (A) Implement the purposes of this Charter by developing a Sustainability Implementation and Monitoring Plan and/or a Water Resources Plan as set forth in Appendix 2, that specify the goals, policies, and actions the municipality has set for the Charter.**
- (B) Engage the public and other affected stakeholders in implementing the goals and measuring the progress of their Charter commitments, including but not limited to a web site available to**

the public that specifies the goals that the municipality has set for the Charter, and its policies and action that demonstrate the progress made in meeting those goals.

- (C) Identify and act upon local environmental priorities consistent with this Charter, while striving in good faith to achieve each of the Charter's goals.
- (D) Share information, technologies, and strategies used to advance the Charter's goals with the other signatories to the Charter.
- (F) Annually report to the Organizational Signatories the progress made in achieving the goals to improve the municipality's overall Sustainability Implementation and Monitoring Plan and /or Water Resources Plan (see A. above).

VII. Governance Provisions

Implementation of this Charter will be coordinated and overseen by a Legacy Communities Green Tier Steering Committee. Membership of the steering committee shall consist of one person from each of the following organizations: 1000 Friends of Wisconsin, League of Wisconsin Municipalities, Wisconsin Department of Natural Resources, Municipal Environmental Group – Wastewater; WECC, and Center On WI Strategy, and up to four representatives of the signatory municipalities.

VIII. General Provisions

A. APPLICABLE LAW AND EFFECT OF CHARTER.

Wisconsin law governs this Charter. Nothing in this Charter is intended to be contradictory to or inconsistent with applicable Federal, State and Local laws, ordinances, regulations, or environmental standards in effect during the period of this Charter. This Charter does not bind the State Legislature and their actions affecting the Wisconsin Department of Natural Resources.

B. SEVERABILITY.

All covenants, terms and conditions contained herein are severable, and in the event any competent court or agency shall hold any of them invalid, this Charter shall be interpreted as if such invalid covenants, terms or conditions were not contained herein. However, each Signatory shall have the right to terminate its participation in this Charter following the severing of any portion of this Charter.

C. AMENDMENT.

This Charter may be amended only in writing by agreement of the Legacy Communities Green Tier Steering Committee and the DNR. Any amendment shall be consistent with

and in furtherance of the objectives, terms, and conditions of this Charter. If an Amendment will increase the number or scope of provisions in this Charter, or materially alter the level and type of environmental performance, then the Wisconsin Department of Natural Resources shall provide an additional public notice and may provide an additional public information meeting as required by law.

D. REMOVAL OF SIGNATORY.

If any signatory fails to fulfill their obligations under this Charter in a timely or proper manner, or violates any of its provisions, the violating party may be removed from the Charter by agreement of both the DNR and the Legacy Communities Green Tier Steering Committee. The violating signatory must be given thirty (30) days written notice of removal, specifying the alleged violations, and the effective date of the removal of the violating party. If the violating party cures their violation within the thirty (30) days they shall not be removed from the Charter.

E. RESIGNATION OF CHARTER MEMBER(S).

Any municipal signatory to this Charter may resign from the Charter upon written notice to all other signatories.

F. TECHNICAL CONTACT.

Each signatory to this Charter shall provide, in writing to every other signatory, the name and contact information for an individual who will serve as the contact for purposes of this Charter. The contact shall serve as the primary contact person for all negotiations, agreements, and conflicts that may arise under this Charter and the signatories agree to communicate and work through these contacts to the fullest extent practicable. If the contact changes for a signatory, that signatory will notify all other signatories of the change and identify the new contact as soon as possible, preferably within 5 business days.

G. DISPUTE RESOLUTION.

The Legacy Communities Green Tier Steering Committee and the DNR will function as arbitrators for dispute resolution among the technical staff of all signatories.

IX. Warranty of Authority

Each of the persons signing below represents and warrants that they have the authority to execute this Charter on behalf of the party for which they sign.

X. Signatures

Warranty of Authority. Each of the persons signing below represents and warrants that they have the authority to execute this Charter on behalf of the party for which they sign.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By/s/ _____
Matthew J. Frank, Secretary

1000 FRIENDS OF WISCONSIN

By/s/ _____
Steve Hiniker, Executive Director

LEAGUE OF WI MUNICIPALITIES

By/s/ _____
Dan Thompson, Director

MUNICIPAL ENVIRONMENTAL GROUP WASTEWATER DIVISION

By/s/ _____
Wally Thom, President

CENTER ON WISCONSIN STRATEGY

By/s/ _____
Joel Rogers, Director

Darrell Bazzell, Vice Chancellor for
Administration University of WI.

WI ENERGY CONSERVATION CORPORATION

By/s/ _____
Mary Schlaefel, Executive Director

Warranty of Authority. Each of the persons signing below represents and warrants that they have the authority to execute this Charter on behalf of the party for which they sign.

CITY OF MIDDLETON

By/s/ _____
Kurt Sonnentag, Mayor

City Clerk

CITY OF BAYFIELD

By/s/ _____
Larry MacDonald, Mayor

City Clerk

CITY OF FITCHBURG

By/s/ _____
Jay Allen, Mayor

City Clerk

CITY OF APPLETON

By/s/ _____
Tim Hanna, Mayor

City Clerk

VILLAGE OF WESTON

By/s/ _____
Fred Schuster, President

Village Clerk

APPENDIX I - NEW SIGNATORIES TO THE CHARTER

It is the intention that this Charter be structured to allow for expansion of new signatories consistent with the Environmental Results Program under s. 299.83, Stats.; except that the water resources component shall be a pilot program limited to no more than 2 or 3 of the original signatories and for a period of three years unless extended following pilot review.

1. Review Prior to Adding New Signatories

The Steering Committee will meet with the DNR Resources Team or a delegate of that team to evaluate the water resources and sustainability components of this Charter.

In addition, the review of the water resources component shall include review by the Water Division Administrator and Bureau Directors within the Division in accordance with the pilot evaluation criteria in Appendix 2, and they shall make a recommendation to the Secretary on whether the pilot should be expanded, modified, or discontinued. The Secretary shall determine whether new Participants can be added to the water resources component of the charter or whether the charter should be modified prior to the addition of new Participants.

2. Procedure for Adding New Signatories.

All potential new Participants will complete a Wisconsin Department of Natural Resources approved application prior to requesting to become a Signatory to the Charter. A new Charter signatory will indicate at the time of application which of the available components they will pursue. New Signatories will be considered as follows:

- A. A party wishing to become a signatory will submit a completed application requesting consideration to the DNR and the Legacy Communities Green Tier Steering Committee. The application will commit the party to meeting the requirements of the Charter and applicable appendices and will provide the following:
 - 1) a schedule for implementing its program, 2) a commitment to assign the resources necessary to participate in the Charter, and 3) the identity of a technical point of contact and a contact person intended to serve as the new signatory's representative.

- B. The DNR, and the Legacy Communities Green Tier Steering Committee will establish a new process for accepting new applicants to the charter.

**Legacy Communities Green Tier Charter
December 1, 2010**

- C. In reviewing the request, the DNR and the Legacy Communities Green Tier Steering Committee will evaluate the party's ability to meet the requirements of the Charter. Subject to the provisions of paragraph 1, the DNR and the Legacy Communities Green Tier Steering Committee may add additional requirements to a potential new signatory as it deems appropriate.**

APPENDIX 2 – WATER RESOURCES PILOT PROGRAM COMPONENT

The purpose of the Water Resources Pilot Program of the Legacy Community is to evaluate ways in which municipalities can achieve superior environmental performance by addressing water issues in a holistic manner and in a collaborative relationship with the Department of Natural Resources. The proposal set forth below is a pilot for a possible statewide program that will be subject to evaluation as set forth in Appendix 1, before expanded.

I. Obligations of Municipal Participants

The goal of the Water Resources Pilot Program is to reward and incentivize municipalities to look at water resource issues in their community on a holistic basis through comprehensive water planning and cooperative arrangements with the DNR.

A. Water Resources Plan

- (1) To be eligible to participate in the Water Resources component of the Legacy Community Charter, a municipality must agree to prepare a plan addressing water resources in its community in conformity with this section.
- (2) Water resources within the Municipality. The water resources plan should integrate the municipality's full range of water resource issues. The plan shall identify community goals and priorities for improving water resources within the municipality. The following elements must be addressed, and if not applicable, a brief explanation why it's not applicable:
 - ◆ Wastewater management, including treatment plant compliance, collection system maintenance and long term sewer service area planning.
 - ◆ Stormwater management including stormwater quality controls, stormwater quantity and floodplain management, and integration with DNR permitting.
 - ◆ Integration of rural water management issues, including agricultural drainage ditch issues and agricultural nonpoint runoff into urban lands within the watershed.
 - ◆ Navigable waters (chapter 30), wetlands, shoreland and floodplains management including associated habitat issues.
 - ◆ Groundwater management issues including management of groundwater quality, groundwater quantity and regional recharge issues.

- ◆ Public water supply issues including drinking water quality, water conservation and compliance with Safe Drinking Water act provisions
 - ◆ Water budget issues, including the overall evaluation of water quantity and quality entering and leaving the watershed considering ground and surface water issues.
- (3) **Water Resources outside the Municipality.** In evaluating the water resource issues within the community as set forth above, the municipality shall also identify areas in which water resource issues within its watershed involve water resource issues outside of its boundaries, and potential opportunities for inter-governmental approaches to address such issues.
- (4) **Plan Preparation.** In developing a plan, municipalities should utilize existing water related planning documents and consult with the DNR and any County or regional planning agencies to ensure that existing relevant land and water resource plans have been identified and integrated into the municipal water plan. Such plans may include DNR Basin Plans, County Land and Water Conservation Plans, and plans of adjacent municipalities. In addition, the municipality shall consult with DNR to determine whether any additional areas require development.
- (5) **Priorities Beyond Compliance.** The plan shall identify those items which must be addressed to achieve compliance with permits or regulatory requirements. In addition the Plan shall identify projects and establish a set of priorities for addressing other water resource issues within the community that are not otherwise required by DNR, local or federal laws.
- (6) **Plan Review.** Upon completion of the plan the municipality shall meet with the DNR to review whether the plan adequately addresses the components set forth above.

B. Water Star Review

Concurrently with the development of the Water Resources Plan the municipality shall evaluate its existing programs through the use of the Water Star evaluation available at <http://www.waterstarwisconsin.org>. A municipality shall achieve at least a “bronze” status to be eligible to participate in the Legacy Community Charter.

C. Program Integration and Coordination with DNR

- (1) Recognizing the regulatory functions municipalities serve, the municipality shall meet with DNR to determine whether there are opportunities for integration of municipal and state water programs or staff. Such opportunities could include: municipal assistance on education, permitting, inspection and enforcement; integration of education materials and permit applications; or certification of municipal staff with respect to certain water review functions. Implementation of any such opportunities shall be with mutual consent and subject to separate cooperative agreements.
- (2) The municipality shall participate in a review with DNR at a schedule to be determined by the parties but at least 2 times per year during the pilot to: (a) identify significant water related projects within the municipality (either by the municipality or third parties if known); (b) review any permitting or compliance issues; (c) review the status of any cooperative agreements; and (d) identify any areas requiring additional planning or program integration. If more than one municipality in a DNR region is participating, then such meetings can, at the option of the DNR, be held concurrently.
- (3) The municipality and the DNR shall develop a stakeholder group of organizations interested in water resource issues in the municipality such as the County, environmental advocacy groups and other interested parties and include such groups in the review meetings under Section I. C. (2).

II. Obligations of DNR

A. Single Point of Contact.

The Department shall designate a person to serve as a single point of contact along with a backup person. The single point of contact shall have experience in two or more water programs and serve in a supervisory capacity. Such a person can be from the region or central office at the option of the Department. During the pilot period, the Department's representative will be the Regional Water Leader.

B. Assistance and Coordination with the Municipality.

- (1) The Department shall review and comment on the municipal Water Resources Plan as set forth in para I.A.
- (2) The Department shall meet with the municipality for purposes of identifying areas of program integration of municipal and state water programs or staff as set forth in para I.C.

C. Regulatory Coordination and Flexibility for Municipal Projects

When the municipality is proposing a project that requires one or more water permits from the DNR, the DNR's Single Point of Contact shall undertake the following:

- (1) To the extent practical, coordinate the permits within the DNR so that all such water permits are reviewed concurrently on an integrated timetable;
- (2) Supervise the review of the permits to ensure that the project and its impacts are reviewed in the context of the existing statutory standards, the impacts to the watershed as a whole, the goals of the municipal project and the municipality's Water Resources Plan;
- (3) Foster a "problem solving" approach with respect to permitting or enforcement issues that recognizes both the municipality's record under this Charter, and the Department's flexibility in existing permitting standards and the Department's enforcement discretion;
- (4) Facilitate resolution of disputes between DNR staff or between DNR staff and the municipality.

III. Pilot Evaluation

A. At the conclusion of 30 months from the date of this Charter, each municipality shall prepare a summary of its work under this Charter that shall:

- (1) Describe the status of its Water Resources Plan under I.A
- (2) Identify any areas of program integration with DNR under I. C., and describe any such programs.
- (3) Identify any water resources projects under taken pursuant to the Water Resources Plan not otherwise required by DNR, local and or other federal laws.
- (4) Describe any water resources permits obtained by the municipality and identify whether and to what extent the Charter impacted the permitting process including a consideration of the following:
 - The permit review process included consideration of the Water Resources Plan and watershed based impacts

**Legacy Communities Green Tier Charter
December 1, 2010**

- **If the project involved multiple water permits, the permit processing and permit comment and hearings were coordinated.**
- **Permit issues were resolved with the assistance of the single point of contact.**
- **Which federal, state, and local standards were exceeded.**

B. Evaluation Options for Additional Points on Grant Applications

The DNR and the municipality shall evaluate whether participation in this Charter warrants consideration in competitive water resources grants administered by the Department and report back to the Green Tier Steering Committee with recommendations regarding such grants.

APPENDIX 3 – SUSTAINABILITY STRATEGY OPTIONS

See Excel spreadsheet.

IX

R. C. No. _____ - 13 - 14. By SALARIES AND GRIEVANCES. January 20, 2014.

Your Committee to whom was referred Gen. Ord. No. 47-13-14 by Alderperson Donohue amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add/change/delete various positions of the Table of Organization; recommends that the attached Substitute Ordinance which includes the changed job description of the Fire Chief 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



Subs. of Gen. Ord. No. 47 - 13 - 14. By Alderpersons Donohue, Dassler,
Hammond and VanderWeele. January 20, 2014.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add/change/delete various positions of the Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section A. 3, 4, City Development, City Clerk's Office; Section B. 1, 5, Department of Public Works, Wastewater Treatment Division, Section C. 1, Fire Department, and in Section D. 1, Police Department as follows:

A. CITY HALL DEPARTMENTS

3. CITY DEVELOPMENT

	Job Code	Grade	NO. of Employees
Delete			
Director of Development & Planning	A07003D	15D	1
Community/Development Specialist	A07061D	5	1
Neighborhood/Development Specialist	A07072D	6D	1
Add			
Director of Development & Planning	A07003D	13	1
Community/Development Specialist	A07061D	6	1
Neighborhood/Development Planner	A07072D	7	1

4. CITY CLERK'S OFFICE

Delete			
Deputy City Clerk	A05025N	6G	1
Add			
Deputy City Clerk	A05025N	5	1

B. DEPARTMENT OF PUBLIC WORKS

1. DEPARTMENT OF PUBLIC WORKS

Delete			
Director of Public Works	A08003D	15C	1
Add			
Director of Public Works	A08003D	14	1

5. WASTEWATER TREATMENT DIVISION



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 job descriptions 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

**Director of Planning and Development
Grade 13**

Code A07003D

Reports to:	COA	Department:	City Planning and Development
Classification:	Exempt	Division:	Non-Represented
Date:	December 2, 2013	Approved:	

Nature of Work:

Subject to legislative rulings, initiates, develops, directs, plans, and/or supervises the implementation of all matters related to comprehensive planning; zoning; development and redevelopment activities; project funding; building inspection services; tourism promotion and development; and performs related work as required.

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

1. *Initiates, plans, directs, and coordinates programs which promote the economic development of the community including business recruitment, business retention, downtown revitalization, neighborhood revitalization, housing, community facilities, and other areas that affect the growth and development of the community.
2. *Establishes policies for administering the various divisions of the department, reviews plans and work in progress for adherence to established policies; proper planning, building inspection practices; safety regulations; and administrative procedure.
3. *Effectively trains, supervises, and develops department personnel, and directs compliance with all applicable City and department policies including personnel ordinances and regulations.
4. *Prepares and reviews personnel job performance ratings, and recommends payroll changes as well as hiring, promotion, demotion, or dismissal.
5. *Prepares the departmental budget, capital improvement budgets, and maintains fiscal controls on all departmental revenues and expenditures.
6. *Administers and coordinates the activities of the Plan Commission, Redevelopment Authority, Industrial Development Commission, and Architectural Review Board.
7. *Acts as technical advisor to and liaison between the Housing Rehabilitation Committee, Planning Commission, Redevelopment Authority, Industrial Development Commission, Architectural Review Board, Common Council, City departments, and consulting firms.
8. *Initiates alternatives and plans for current and long-range municipal projects such as annexation, parks, and recreation, streets and highways, parking, urban renewal, etc.

9. *Prepares and recommends legislation regarding zoning, subdivision regulations, etc.
10. *Identifies problems affecting the growth and development of the community and recommends policies to be followed.
11. *Takes appropriate action to foster interjurisdictional and business cooperation by keeping appropriate officials informed of the City's goals and by cooperating with and assisting businesses and other organizations engaged in promoting the growth of commerce and industry.
12. *Recommends and applies for applicable Federal, State, local grants and supervises project implementation.
13. *Oversees the Sheboygan Business Center. Recruits businesses to the existing business parks, implements expansion of new park, and coordinates purchase and sale agreements with City Attorney. Serves as staff support for the Industrial Development Commission.
14. *Works with private sector, local business, educational institutions, Chamber of Commerce, and lending institutions to develop and foster growth of high tech industries; a business incubator; recruitment of new businesses, retention, expansion, and relocation of existing businesses.
15. *Coordinates the creation of new tax incremental financing (TIF) districts and the modification of project plans for active districts.
16. *Oversees various construction projects as they relate to grants, programs, and department activities.
17. Serves as a member or ex-officio on various boards, commissions, and committees.
18. *Maintains effective public relations. Develops public and/or private partnerships. Prepares and makes presentations regarding community and economic development. Provides information to news media representatives, business/industry representatives, civic groups, service organizations, and government officials, both in oral and written form.
19. Performs other duties as assigned.

***Essential Functions**

SUPERVISORY RESPONSIBILITIES:

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include hiring of employees; planning, assigning and directing work, appraising performance and rewarding and disciplining direct reports; addressing complaints and resolving problems.

Hiring/Promotion Clarification of Process: This individual recommends to the COA the appointment, promotion and termination of all employees in the Planning and Development

department in accordance with the guidelines set forth by the City Human Resources Department.

Evaluations: This individual is responsible for implementing employee evaluations of all employees under their supervision. These evaluations are to be in accordance with the guidelines set forth by the City Human Resources Department.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed below are representative of the knowledge required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

Bachelor's Degree in Urban or Regional Planning, Business Administration, Public Administration, or closely related field, Masters Degree would be preferred. Position requires at least ten years of professional work experience in a municipal setting involving extensive experience in a supervisory capacity, in community development, redevelopment, and revitalization; economic development; planning; zoning; and municipal projects; including no less than five years of responsible supervision in a department head role.

Required Knowledge, Skills and Abilities:

- Considerable knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to all aspects of urban development; redevelopment; revitalization; building inspection; local, state, and federal programs; grantsmanship techniques and preparation of applications; principles and techniques of public administration and government liaison strategies; private sector business operations and development; and thorough knowledge of statistical and economic data.
- Thorough knowledge and demonstrated experience in project funding, annexations, real estate acquisitions, relocation, and condemnation.
- Knowledge of building design, construction, and inspection principles.
- Ability to establish and maintain effective working relationships between the Mayor, Common Council, committee and board members, City staff, general public, Federal/State/County personnel, investors/developers, consultants, business community, and news media representatives.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret complex documents. Ability to respond effectively to sensitive inquiries or complaints. Ability to write documents and presentations, using original or innovative techniques or style, to convey complex information in a format that can be easily understood. Ability to make effective and credible presentations on potentially divisive or complex topics to top management, public groups, and other organizations and individuals at the local, state and federal level.

MATHEMATICAL SKILLS:

Ability to understand and interpret the City's budget information and the finances of the various aspects of City business.

REASONING ABILITY:

Ability to plan, manage, direct, assign, organize, and inspect the work of professional, technical, and administrative staff. Ability to train and supervise. Ability to advise and interpret the application of policies, procedures, and standards to specific situations, including successful budget management and supervision. Ability to perform difficult technical research, make comprehensive recommendations and reports, and plan and supervise city development programs.

PRE-EMPLOYMENT:

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

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk. The employee must regularly lift and/or move up to 10 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF SHEBOYGAN

**COMMUNITY DEVELOPMENT SPECIALIST
Grade 6**

Code A07061A

Reports to: Development Manager

Department: City Planning and
Development

Classification: Non-Exempt

Date: 12/2/13

Approved: Common Council

Nature of Work:

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

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

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

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

***Essential Functions**

Minimum Qualifications:

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

12. **Ability to keep accurate statistical records and make reports.**
13. **A Bachelor's Degree in Urban or Regional Planning, Finance, Business Administration, or closely related field.**
14. **Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.**
15. **A minimum of three years of professional work experience in community development, planning, development, redevelopment, grant writing, finance, or similar profession.**

CITY OF SHEBOYGAN

**NEIGHBORHOOD DEVELOPMENT PLANNER
Grade 7**

Code A07072

Reports to:	Director of Planning & Development	Department:	City Planning and Development
Classification:	Non-Exempt	Division:	
Date:	12/2/2013	Common Council	

Nature of Work:

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

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

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

10. Performs other duties as assigned.

***Essential Functions**

Minimum Qualifications:

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

CITY OF SHEBOYGAN

Deputy City Clerk
Grade 05

Code A05025N

Reports to:	City Clerk	Department:	City Clerk's
Classification:	Non-exempt	Division:	Non-represented
Date:	updated 11/2013	Approved:	

Nature of Work:

Under general direction of the City Clerk is responsible for assigning work and supervising clerical personnel, assists in the overall operation of the City Clerk's Office, and acts as City Clerk in his/her absence.

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

- 1.* Assists the City Clerk in the supervision, training and evaluation of personnel within the office and assigns work to clerical personnel.
- 2.* Issues and enforces instructions with regard to performance, City policies and regulations.
- 3.* Assists the City Clerk in the preparation of the voting machines prior to elections, voter registrations and other election matters.
- 4.* Coordinates 150 poll workers, their meetings and election supplies.
- 5.* In charge of stamping and bursting all City department checks.
- 6.* Sets up and maintains all City employee garnishments and wage assignments.
- 7.* Maintains the mobile home park files for monthly billing of taxes and lottery credit deductions on mobile homes.
8. Maintains annexation book and stat book on the growth of the City.
- 9.* Responsible for first of the month accounting of photocopy and map money, and recording usage of photocopier.
- 10.* Sets up and transmits legal publications to the Sheboygan Press.
- 11.* Assists Council/Licensing Clerk in certifying official documents upon passage by Common Council and sends out referrals to various committees via City network.
- 12.* Assists City Clerk with document imaging program.
- 13.* Updates Network with current minutes and agenda.
- 14.* Updates Web page with current information, ie. Alderperson information, minutes, agenda, meeting dates and times.
- 15.* Responsible for e-mailing all Alderpersons, media and other interested parties, all agenda and minutes.
16. Responsible for entering all Clerk's budgets into Finance Program.
17. Assists the Council/Licensing Clerk with records checks, renewals and various licensing activities.

A05025N

18. Assists the Elections Clerk with absentee ballots, blue books and voter crediting.
- 19.* Develops, maintains responsibility for and recommends improvements on an efficient filing and retrieval system and efficient office methods and procedures.
- 20.* Supplies information involving State statutes, local ordinances and departmental procedures, making decisions based upon laws and regulations.
- 21.* Responsible for effectively recommending the hiring, promotion, transfer, discipline or discharge of employees.
- 22.* Acts as City Clerk in his/her absence and performs work as assigned.
- 23.* Has working knowledge of and troubleshooting capabilities for all office equipment including the photocopier, computer, postage machine and meter, document reader/printer, check signer and burster, scanner and license camera.
24. Delivers all City Hall mail to the Post Office.

*Essential functions.

Minimum Qualifications:

1. Working knowledge of State laws and ordinances pertaining to the operation of a City Clerk's Office.
2. Considerable knowledge of modern office methods and procedures.
3. Ability to effectively supervise, plan, coordinate and lay out the work for employees.
4. Ability to exercise good judgment, courtesy and tact in receiving office callers and making proper disposition of problems. Ability to establish and maintain effective working and public relationships.
5. Demonstrated ability to maintain complex records and prepare reports.
6. Demonstrated ability to make decisions in accordance with laws, regulations and established procedures.
7. Considerable knowledge of basic math, English, spelling, typing and Microsoft Word.
8. Five years of progressively responsible office experience, including responsibility for office functions and demonstrated supervisory skills.
9. Possession of a valid Wisconsin Motor Vehicle's Operator license and an insured automobile for use on the job.
10. High school diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction, plus advanced business school training or the equivalent experience and training which provides the require knowledge, skills and abilities.

DRFT 05 2008



CITY OF SHEBOYGAN

Job Description

FIRE CHIEF

Salary Grade 15

CODE A09000D

Reports to: Chief Administrative Officer

Department: Fire Department

Classification: Exempt

Division: Non-Represented

Date: 01/13/2014

Approved: S & G: 01-13-2014
Council: 01-20-2014

Revision: A

POSITION SUMMARY:

The Fire Chief is the executive head of the Fire Department and is directly responsible for proper and efficient fire department operations. The Fire Chief will perform emergency duties as necessary, including assuming the role of Incident Command or functioning as the fire department representative to the Emergency Operations Center during major incidents. Typical administrative work will include preparing detailed management and operational reports on department activities, proactively managing personnel matters, and managing the department budget strategy. It is also expected that the Fire Chief works constructively with management staff and labor unions to encourage dialogue and consensus through collaborative discussions and team building, as well as participation in contract negotiations. The Fire Chief works under the general direction of the Chief Administrative Officer in areas that do not conflict with State Statutes. This is a Department Head position hired by the Police and Fire Commission.

Essential Functions:

1. The Fire Chief is responsible for the overall administration of the Fire Department, including the discipline, effectiveness, safety and efficiency of personnel.
2. Delegates duties to supervisory personnel and directs supervisory personnel in maintaining an effective department.
3. Responsible, through subordinate personnel, for training and development of all personnel, including methods of firefighting, emergency medical systems and use of equipment.
4. Evaluates the performance, effectiveness and/or productivity of all personnel and departmental functions.
5. Organizes and directs fire prevention, inspection and firefighting activities at large fires and emergencies.
6. Develops and executes policies, rules and regulations and general orders for administering the various activities of the department.
7. Directs the preparation of the department budget, requisitioning of materials and equipment and the maintenance of fiscal controls on all department revenues and expenditures.
8. Interacts with the Mayor, Council Members, and various government committees.

9. Directs and implements the reorganization and revision of procedures, methods, and policies to improve the efficiency and effectiveness of the department.
10. Directs the maintenance, replacement, and improvement of firefighting equipment, communication equipment, fire stations and develops long range plans for the department.
11. Conducts conferences with staff, civic officials and industrial representatives, and participates in civic programs, emergency measure activities and fire prevention and safety activities.
12. Keeps abreast of new developments in firefighting technology and prevention and legislative and court rulings affecting the Fire Department.
13. Recommends to the Police and Fire Commission the appointment, promotion, and termination of employees that fall under the specified Table of Organization of the Fire Department.
14. Is responsible for the implementation of employee evaluations in accordance with the guidelines set forth by the Human Resources Department.

SUPERVISORY RESPONSIBILITIES

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include hiring of employees; planning, assigning, and directing work, appraising and or improving performance, addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS:

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

Licensure, Certifications, Education, and Experience:

- A Bachelor's Degree in Fire Science, Emergency Management, Public or Business Administration or a related field is required. A Master's degree in Public Administration or a related field is preferred.
- Minimum of five (5) years experience as a Fire Chief, or staff position of Lieutenant or higher in a paid municipal fire department with a minimum of fifteen (15) years of progressive work in an administration of fire/emergency medical services.
- Possession of a valid Wisconsin Motor Vehicle Operator's license or equivalent
- Current BLS Certification through approved agency (NREMTP 2018)
- Any additional requirements as established by the Board of Police and Fire Commissioners pursuant to their authority contained in Chapter 62.13(3) of the Wisconsin Statutes.

Required Knowledge, Skills and Abilities:

- Fire suppression techniques and practices
- Incident Command structure and applications
- The organization of Emergency Medical Services
- The processes related to Emergency Management
- The National Incident Management System
- Mutual Aid Box Alarm System
- Managing municipal finances
- Setting and achieving goals

- The applicable federal, state and local laws, standards and codes
- Representing the City with the media
- Ability to communicate effectively both orally and in writing
- Ability to deal with difficult personnel issues
- Ability to handle intergovernmental relations
- Contracts, grievance, and labor relations

Language Skills:

- Ability to read, analyze and interpret complex documents
- Ability to respond effectively to sensitive inquiries or complaints
- Ability to write documents and presentations, using original or innovative techniques or style, to convey complex information in a format that can be easily understood
- Ability to make effective and credible presentations on potentially divisive or complex topics to top management, public groups, and other organizations and individuals at the local, state and federal level

Mathematical Skills:

- Ability to prepare forecasts, calculate and understand various ratios, and perform analytical procedures

Reasoning Ability:

- Ability to define problems, collect data, establish facts, analyze information, and draw valid conclusions

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk. The employee must be able to meet the current standards of physical fitness for the Fire Department.

Work Environment

This job description has been prepared to define the general duties of the position, to provide examples of work, and to detail the required knowledge, skills, and abilities as well as the level of training and experience for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The City of Sheboygan retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description by its own discretion.

CITY OF SHEBOYGAN

**Director of Public Works
Grade 14**

Code A08003D

Reports to: Chief Administrative Officer

Department: Public Works

Classification: Exempt

Division: Non-Represented

Date: 11 2013

Approved: Gen. Ord.

POSITION SUMMARY:

Subject to legislative policy, reports to the Chief Administrative Officer, is responsible for the overall management, effectiveness and efficiency of the department of Public Works. Performs related work as directed by the Chief Administrative Officer.

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

1. *Responsible for the overall management, effectiveness and efficiency of the department by implementing appropriate procedures, methods and policies to improve departmental activities.
2. *Directs and reviews the preparation of plans and specifications for all municipal projects such as storm and sanitary sewers, streets, docks, structures, bridges and park improvements and other City infrastructure.
3. *Serves as member of the City Plan Commission and Capital Improvements Commission.
4. *Effectively supervises, delegates and develops subordinate personnel in departmental activities without duplication of responsibilities. Assures compliance with all City personnel ordinances and regulations.
5. *Recommends to the Chief Administrative Officer hiring, promotion, demotion, or dismissal.
6. *Is responsible for preparation of the departmental budget. Maintains fiscal control of all department expenditures and revenues.
7. *Establishes policies for administering the various divisions of the department, reviews plans and work in progress for adherence to established policies, proper construction methods, engineering practice, safety regulations and administrative procedure.
8. *Directs the reorganization and revision of procedures, methods and policies to improve the overall efficiency and effectiveness of the department.
9. *Acts as technical advisor to the Chief Administrative Officer, committees and citizen groups.
10. *Responsible for developing and implementing short and long range planning including fiscal and operational planning.

11. Performs other duties as requested by the Chief Administrative Officer and as lawfully ordered by the Common Council.

***Essential Functions**

Minimum Qualifications:

1. Thorough knowledge of the laws, codes and modern principles and practices as applied to public works administration.
2. Thorough knowledge of the laws, codes, principles, practices, modern methods and techniques pertaining to public works construction and services.
3. Thorough knowledge of budget preparation and control.
4. Considerable ability to plan, organize, assign, supervise, and direct the work of others in an efficient and economical manner.
5. Considerable ability to direct the design, layout, and preparation of construction specifications for public works projects.
6. Considerable ability to organize and conduct technical research work and prepare technical reports.
7. Considerable ability to exercise good judgment, courtesy and tact in maintaining effective public and employee relations and relationships with commissions, boards, Common Council, City departments, consulting firms, and other agencies.
8. Four (4) year degree in public administration or closely related field.
9. Seven (7) years of professional experience in public works and management including no less than three (3) years of supervision.
10. Must possess valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.

CITY OF SHEBOYGAN

**Wastewater Treatment Plant Superintendent
Class Grade 10**

Code C08192D

Reports to: Director of Public Works

Department: Public Works

Classification: Exempt
Updated: 11 2013

Division: Non-Represented

POSITION SUMMARY:

Under the general direction of the Director of Public Works is responsible for the operation of the Wastewater Treatment Plant. Work involves planning, organizing, and directing programs and activities for the efficient operation of the regional wastewater treatment system. Work requires the application of specialized knowledge and skill in operations in order to advise subordinates in varied and complex problems. Supervision is exercised over all employees of the plant.

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

- 1.* Directs all personnel in the Wastewater Treatment Plant.
- 2.* Analyzes treatment processes and interprets treatment data to maintain maximum efficiencies and to improve treatment techniques.
- 3.* Directs the chemist in sampling and experimental work regarding the effect of industrial wastes on the physical and biological treatment processes and institutes corrective measures.
- 4.* Maintains close liaison with industry so that through mutual cooperation industrial waste problems can be minimized and controlled.
- 5.* Works with State and local agencies on pollution control and represents the City on matters pertaining to the prevention of pollution and treatment of water-borne wastes.
- 6.* Prepares the Wastewater Department budget, evaluates wastewater treatment plant operating costs and calculates wastewater rates..
- 7.* Develops and implements effective management strategies to improve plant and system performance.
- 8.* Develops and implements on-the-job training of personnel relating to work duties and work methods.
- 9.* Investigates issues related to the plant operation, related environmental legislative and compliance issues, and issues affecting the contributing communities and industry.

- 10* **Reviews regional sewer capabilities and is responsible for granting approval for all sanitary sewer extensions within the regional wastewater treatment service area.**
- 11* **Approval Authority for the installation of industrial/commercial/residential deduct meters.**
- 12.* **Responsible for calculating the adjustment for Irrigation on 3rd Quarter Residential Sanitary Sewer bills.**
- 13.* **Approval Authority for authorizing credits/refunds to Industrial/Commercial/Residential Customers**
- 14* **Directs and enforces compliance with all applicable governmental and departmental policies and regulations, and safety laws and regulations; and initiates corrective action according to DPW Employee Guidelines.**
- 15.* **Reviews Wastewater Treatment Plant job performance ratings, and effectively recommends hiring, promotion, demotion, and dismissal.**
- 16.* **Keeps required departmental records updated and reviews plant records maintained by subordinates.**
17. **Performs other related duties.**

***Essential functions.**

Minimum Qualifications:

1. **Thorough knowledge of sewage and industrial waste treatment principles, practices, methods, and procedures.**
2. **Considerable knowledge of sanitation and health laws and regulations.**
3. **Thorough knowledge of occupational hazards and safe work practices.**
4. **Considerable ability to organize, assign, and supervise work.**
5. **Ability to interpret analytical tests.**
6. **Ability to communicate and exercise good judgment, courtesy, and tact in maintaining effective public and employee relations and interdepartmental cooperation.**
7. **A high sense of responsibility and initiative to work independently and to work from oral and written instructions.**

- 8. High level of accuracy and proficiency in interpreting and compiling records and data, and ability to collate and summarize data and prepare reports.**
- 9. Possession of a valid Wisconsin Motor Vehicle Operator's License.**
- 10. Six years of experience in the operation of a wastewater treatment plant, at least three years of which has involved progressively responsible supervisory duties, and satisfactory completion of recognized seminars and courses in management development and administration equivalent to fifteen semester credits.**
- 11. Ability to detect infiltration and inflow and knowledge of methods to track and repair same.**
- 12. Graduation from an accredited college with major work in sanitary engineering, chemistry, or a closely related field, plus three additional years of experience in the operation of a wastewater treatment plant.**
- 13. State of Wisconsin Class 4 Certification to operate wastewater treatment facilities or ability to obtain said certification within 6 months of date of hire.**

CITY OF SHEBOYGAN

POLICE CHIEF
Grade 15

Code A10001D

Reports to:	Mayor/Common Council	Department:	Police Department
Classification:	Exempt	Division:	Non-Represented
Date:	09/11/09	Approved:	Gen Ord 12-09-10

updated 11/2013

Nature of Work:

Subject to legislative direction by the Mayor and Common Council, directs all activities and employees of the Sheboygan Police Department.

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

- 1.* Responsible for the overall management, effectiveness, and efficiency of the Police Department.
- 2.* Develops, implements, and executes policies, rules and regulations, and general orders for administering the various activities of the Department, with consultation of the Mayor, Common Council and the Police and Fire Commissioners.
- 3.* Directs and implements the reorganization and revision of procedures, methods, and policies to improve the efficiency and effectiveness of the Department.
- 4.* Directs the preparation of the departmental budget; reviews and substantiates departmental funds and the maintenance of fiscal controls on all department revenues and expenditures.
- 5.* Delegates duties to supervisory personnel and directs supervisory personnel in maintaining an effective department and the safety of the community.
- 6.* Evaluates the performance, effectiveness, and/or productivity of all personnel and departmental functions.
- 7.* Develops and prescribes work methods and procedures to be followed by members of the Department.
- 8.* Is responsible through subordinate personnel for training and development of personnel, particularly at the administrative and supervisory levels.
- 9.* Keeps abreast of all new developments in the fields of police science and police administration.

- 10.* Coordinates law enforcement efforts with federal, state, and local agencies. Maintain positive relationships with other agencies within the Criminal Justice System by interacting with agency heads on a regular basis.
- 11.* Recommends and proposes legislative law enforcement improvements.
- 12.* Coordinates and participates in the recruitment, selection, and promotion of personnel.
- 13.* Work to promote good public relations and constantly strive to display a positive image of the Department through the demonstration of a superior caliber of service to the public.
- 14.* Appear before civic and social groups as requested to explain the activities and functions of the Police Department.
- 15.* Review all complaints against department policies and personnel, and act in accordance with department policy.
- 16.* Serve as a member of the City Management team. Provide input in all city-related matters.
- 17.* Participates in labor negotiations, administers labor agreements, addresses grievances and maintains dialogue with association leadership.
- 18.* Determines long-term strategy of Department and oversees long and short-term goals.

***Essential Functions**

Minimum Qualifications:

1. Bachelor Degree in Business Management, Public Administration, Law Enforcement, Criminal Justice (Master's Degree Preferred).
2. Valid Wisconsin Driver's License.
3. United States Citizen
4. Current Certification for a Wisconsin Police Officer or the ability to obtain within six (6) months of employment.
5. Preferred experience to a minimum of 15 years in law enforcement, with at least 6 years of which has been served in a management/command level capacity (Sergeant level or above), in a city of at least 20,000 population.
6. Strong leadership skills, executive skills and high moral character.

- 7. Thorough knowledge of the principles and practices of modern police administration.**
- 8. The ability to assign, direct, coordinate, and evaluate subordinates and their work product.**
- 9. Thorough knowledge of personnel management techniques.**



6-1

Gen. Ord. No. 47- 13 - 14. By Alderperson Donohue.
December 2, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add/change/delete various positions of the Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section A. 3, 4, City Development, City Clerk's Office; Section B. 1, 5, Department of Public Works, Wastewater Treatment Division, Section C. 1, Fire Department, and in Section D. 1, Police Department as follows:

A. CITY HALL DEPARTMENTS

3. CITY DEVELOPMENT

of	Job Code	Grade	NO.
Employees			
Delete			
Director of Development & Planning	A07003D	15D	1
Community/Development Specialist	A07061D	5	1
Neighborhood/Development Specialist	A07072D	6D	1
Add			
Director of Development & Planning	A07003D	13	1
Community/Development Specialist	A07061D	6	1
Neighborhood/Development Planner	A07072D	7	1

4. CITY CLERK'S OFFICE

Delete			
Deputy City Clerk	A05025N	6G	1
Add			
Deputy City Clerk	A05025N	5	1

B. DEPARTMENT OF PUBLIC WORKS

1. DEPARTMENT OF PUBLIC WORKS

Delete			
Director of Public Works	A08003D	15C	1

Sal. x Shier:

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 job descriptions 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

**Director of Planning and Development
Grade 13**

Code A07003D

Reports to:	COA	Department:	City Planning and Development
Classification:	Exempt	Division:	Non-Represented
Date:	December 2, 2013	Approved:	

Nature of Work:

Subject to legislative rulings, initiates, develops, directs, plans, and/or supervises the implementation of all matters related to comprehensive planning; zoning; development and redevelopment activities; project funding; building inspection services; tourism promotion and development; and performs related work as required.

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

1. *Initiates, plans, directs, and coordinates programs which promote the economic development of the community including business recruitment, business retention, downtown revitalization, neighborhood revitalization, housing, community facilities, and other areas that affect the growth and development of the community.
2. *Establishes policies for administering the various divisions of the department, reviews plans and work in progress for adherence to established policies; proper planning, building inspection practices; safety regulations; and administrative procedure.
3. *Effectively trains, supervises, and develops department personnel, and directs compliance with all applicable City and department policies including personnel ordinances and regulations.
4. *Prepares and reviews personnel job performance ratings, and recommends payroll changes as well as hiring, promotion, demotion, or dismissal.
5. *Prepares the departmental budget, capital improvement budgets, and maintains fiscal controls on all departmental revenues and expenditures.
6. *Administers and coordinates the activities of the Plan Commission, Redevelopment Authority, Industrial Development Commission, and Architectural Review Board.
7. *Acts as technical advisor to and liaison between the Housing Rehabilitation Committee, Planning Commission, Redevelopment Authority, Industrial Development Commission, Architectural Review Board, Common Council, City departments, and consulting firms.
8. *Initiates alternatives and plans for current and long-range municipal projects such as annexation, parks, and recreation, streets and highways, parking, urban renewal, etc.

9. *Prepares and recommends legislation regarding zoning, subdivision regulations, etc.
10. *Identifies problems affecting the growth and development of the community and recommends policies to be followed.
11. *Takes appropriate action to foster interjurisdictional and business cooperation by keeping appropriate officials informed of the City's goals and by cooperating with and assisting businesses and other organizations engaged in promoting the growth of commerce and industry.
12. *Recommends and applies for applicable Federal, State, local grants and supervises project implementation.
13. *Oversees the Sheboygan Business Center. Recruits businesses to the existing business parks, implements expansion of new park, and coordinates purchase and sale agreements with City Attorney. Serves as staff support for the Industrial Development Commission.
14. *Works with private sector, local business, educational institutions, Chamber of Commerce, and lending institutions to develop and foster growth of high tech industries; a business incubator; recruitment of new businesses, retention, expansion, and relocation of existing businesses.
15. *Coordinates the creation of new tax incremental financing (TIF) districts and the modification of project plans for active districts.
16. *Oversees various construction projects as they relate to grants, programs, and department activities.
17. Serves as a member or ex-officio on various boards, commissions, and committees.
18. *Maintains effective public relations. Develops public and/or private partnerships. Prepares and makes presentations regarding community and economic development. Provides information to news media representatives, business/industry representatives, civic groups, service organizations, and government officials, both in oral and written form.
19. Performs other duties as assigned.

*Essential Functions

SUPERVISORY RESPONSIBILITIES:

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include hiring of employees; planning, assigning and directing work, appraising performance and rewarding and disciplining direct reports; addressing complaints and resolving problems.

Hiring/Promotion Clarification of Process: This individual recommends to the COA the appointment, promotion and termination of all employees in the Planning and Development

department in accordance with the guidelines set forth by the City Human Resources Department.

Evaluations: This individual is responsible for implementing employee evaluations of all employees under their supervision. These evaluations are to be in accordance with the guidelines set forth by the City Human Resources Department.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed below are representative of the knowledge required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

Bachelor's Degree in Urban or Regional Planning, Business Administration, Public Administration, or closely related field, Masters Degree would be preferred. Position requires at least ten years of professional work experience in a municipal setting involving extensive experience in a supervisory capacity, in community development, redevelopment, and revitalization; economic development; planning; zoning; and municipal projects; including no less than five years of responsible supervision in a department head role.

Required Knowledge, Skills and Abilities:

- Considerable knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to all aspects of urban development; redevelopment; revitalization; building inspection; local, state, and federal programs; grantsmanship techniques and preparation of applications; principles and techniques of public administration and government liaison strategies; private sector business operations and development; and thorough knowledge of statistical and economic data.
- Thorough knowledge and demonstrated experience in project funding, annexations, real estate acquisitions, relocation, and condemnation.
- Knowledge of building design, construction, and inspection principles.
- Ability to establish and maintain effective working relationships between the Mayor, Common Council, committee and board members, City staff, general public, Federal/State/County personnel, investors/developers, consultants, business community, and news media representatives.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret complex documents. Ability to respond effectively to sensitive inquiries or complaints. Ability to write documents and presentations, using original or innovative techniques or style, to convey complex information in a format that can be easily understood. Ability to make effective and credible presentations on potentially divisive or complex topics to top management, public groups, and other organizations and individuals at the local, state and federal level.

MATHEMATICAL SKILLS:

Ability to understand and interpret the City's budget information and the finances of the various aspects of City business.

REASONING ABILITY:

Ability to plan, manage, direct, assign, organize, and inspect the work of professional, technical, and administrative staff. Ability to train and supervise. Ability to advise and interpret the application of policies, procedures, and standards to specific situations, including successful budget management and supervision. Ability to perform difficult technical research, make comprehensive recommendations and reports, and plan and supervise city development programs.

PRE-EMPLOYMENT:

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

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk. The employee must regularly lift and/or move up to 10 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

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

*Essential Functions

Minimum Qualifications:

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

12. Ability to keep accurate statistical records and make reports.
13. A Bachelor's Degree in Urban or Regional Planning, Finance, Business Administration, or closely related field.
14. Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.
15. A minimum of three years of professional work experience in community development, planning, development, redevelopment, grant writing, finance, or similar profession.

CITY OF SHEBOYGAN

**NEIGHBORHOOD DEVELOPMENT PLANNER
Grade 7**

Code A07072

Reports to:	Director of Planning & Development	Department:	City Planning and Development
Classification:	Non-Exempt	Division:	
Date:	12/2/2013	Common Council	

Nature of Work:

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

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

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

10. Performs other duties as assigned.

***Essential Functions**

Minimum Qualifications:

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

CITY OF SHEBOYGAN

Deputy City Clerk
Grade 05

Code A05025N

Reports to:	City Clerk	Department:	City Clerk's
Classification:	Non-exempt	Division:	Non-represented
Date:	updated 11/2013	Approved:	

Nature of Work:

Under general direction of the City Clerk is responsible for assigning work and supervising clerical personnel, assists in the overall operation of the City Clerk's Office, and acts as City Clerk in his/her absence.

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

- 1.* Assists the City Clerk in the supervision, training and evaluation of personnel within the office and assigns work to clerical personnel.
- 2.* Issues and enforces instructions with regard to performance, City policies and regulations.
- 3.* Assists the City Clerk in the preparation of the voting machines prior to elections, voter registrations and other election matters.
- 4.* Coordinates 150 poll workers, their meetings and election supplies.
- 5.* In charge of stamping and bursting all City department checks.
- 6.* Sets up and maintains all City employee garnishments and wage assignments.
- 7.* Maintains the mobile home park files for monthly billing of taxes and lottery credit deductions on mobile homes.
8. Maintains annexation book and stat book on the growth of the City.
- 9.* Responsible for first of the month accounting of photocopy and map money, and recording usage of photocopier.
- 10.* Sets up and transmits legal publications to the Sheboygan Press.
- 11.* Assists Council/Licensing Clerk in certifying official documents upon passage by Common Council and sends out referrals to various committees via City network.
- 12.* Assists City Clerk with document imaging program.
- 13.* Updates Network with current minutes and agenda.
- 14.* Updates Web page with current information, ie. Alderperson information, minutes, agenda, meeting dates and times.
- 15.* Responsible for e-mailing all Alderpersons, media and other interested parties, all agenda and minutes.
16. Responsible for entering all Clerk's budgets into Finance Program.
17. Assists the Council/Licensing Clerk with records checks, renewals and various licensing activities.

18. Assists the Elections Clerk with absentee ballots, blue books and voter crediting.
- 19.* Develops, maintains responsibility for and recommends improvements on an efficient filing and retrieval system and efficient office methods and procedures.
- 20.* Supplies information involving State statutes, local ordinances and departmental procedures, making decisions based upon laws and regulations.
- 21.* Responsible for effectively recommending the hiring, promotion, transfer, discipline or discharge of employees.
- 22.* Acts as City Clerk in his/her absence and performs work as assigned.
- 23.* Has working knowledge of and troubleshooting capabilities for all office equipment including the photocopier, computer, postage machine and meter, document reader/printer, check signer and burster, scanner and license camera.
24. Delivers all City Hall mail to the Post Office.

*Essential functions.

Minimum Qualifications:

1. Working knowledge of State laws and ordinances pertaining to the operation of a City Clerk's Office.
2. Considerable knowledge of modern office methods and procedures.
3. Ability to effectively supervise, plan, coordinate and lay out the work for employees.
4. Ability to exercise good judgment, courtesy and tact in receiving office callers and making proper disposition of problems. Ability to establish and maintain effective working and public relationships.
5. Demonstrated ability to maintain complex records and prepare reports.
6. Demonstrated ability to make decisions in accordance with laws, regulations and established procedures.
7. Considerable knowledge of basic math, English, spelling, typing and Microsoft Word.
8. Five years of progressively responsible office experience, including responsibility for office functions and demonstrated supervisory skills.
9. Possession of a valid Wisconsin Motor Vehicle's Operator license and an insured automobile for use on the job.
10. High school diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction, plus advanced business school training or the equivalent experience and training which provides the require knowledge, skills and abilities.

DRFT 05 2008

CITY OF SHEBOYGAN

Job Description

FIRE CHIEF

Grade 15

CODE A09000D

Reports to: Mayor/Chief Administrative Officer

Department: Fire Department

Classification: Exempt

Division: Non Rep

Date: 12/12/11

Approved: S & G

12/22/11

G.O. 54-11-12

Updated 11/2013

POSITION SUMMARY:

The Fire Chief is the executive head of the Fire Department and is directly responsible for proper and efficient fire department operations. The Fire Chief will perform emergency duties as necessary, including assuming the role of Incident Command or functioning as the fire department representative to the Emergency Operations Center during major incidents. Typical administrative work will include preparing detailed management and operational reports on department activities, proactively managing personnel matters, and managing the department budget strategy. It is also expected that the Fire Chief works constructively with management staff and labor unions to encourage dialogue and consensus through collaborative discussions and team building, as well as participation in contract negotiations. The Fire Chief works under the general direction of the Chief Administrative Officer in areas that do not conflict with State Statutes.

Essential Functions:

1. The Fire Chief is responsible for the overall administration of the Fire Department, including the discipline, effectiveness, safety and efficiency of personnel.
2. Delegates duties to supervisory personnel and directs supervisory personnel in maintaining an effective department.
3. Responsible, through subordinate personnel, for training and development of all personnel, including methods of firefighting, emergency medical systems and use of equipment.
4. Evaluates the performance, effectiveness and/or productivity of all personnel and departmental functions.
5. Organizes and directs fire prevention, inspection and firefighting activities at large fires and emergencies.
6. Develops and executes policies, rules and regulations and general orders for administering the various activities of the department.

CITY OF SHEBOYGAN

Job Description

FIRE CHIEF

7. Directs the preparation of the department budget, requisitioning of materials and equipment and the maintenance of fiscal controls on all department revenues and expenditures.
8. Interacts with the Mayor, Council Members, and various government committees.
9. Directs and implements the reorganization and revision of procedures, methods, and policies to improve the efficiency and effectiveness of the department.
10. Directs the maintenance, replacement, and improvement of firefighting equipment, communication equipment, fire stations and develops long range plans for the department.
11. Conducts conferences with staff, civic officials and industrial representatives, and participates in civic programs, emergency measure activities and fire prevention and safety activities.
12. Keeps abreast of new developments in firefighting technology and prevention and legislative and court rulings affecting the Fire Department.
13. Recommends to the Police and Fire Commission the appointment, promotion, and termination of employees that fall under the specified Table of Organization of the Fire Department.
14. Is responsible for the implementation of employee evaluations in accordance with the guidelines set forth by the Human Resources Department.

SUPERVISORY RESPONSIBILITIES

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include hiring of employees; planning, assigning, and directing work, appraising and or improving performance, addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS:

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

Licensure, Certifications, Education, and Experience:

- A Bachelor's Degree from an accredited college or university in Fire Science, Emergency Management, Public or Business Administration or a related field or experience deemed equivalent to a college degree is required. A Masters degree in Public Administration or a related field is preferred. Also required is a minimum of five (5) years experience as a Fire Chief, or staff position of Lieutenant or higher in a paid municipal fire department with a minimum of fifteen (15) years of progressive work in the administration of fire/emergency medical services.
- Possession of a valid Wisconsin Motor Vehicle Operator's license or equivalent

CITY OF SHEBOYGAN

Job Description

FIRE CHIEF

- Current BLS Certification through approved agency (NREMTP 2018)
- Any additional requirements as established by the Board of Police and Fire Commissioners pursuant to their authority contained in Chapter 62.13(3) of the Wisconsin Statutes.

Required Knowledge, Skills and Abilities:

- Fire suppression techniques and practices
- Incident Command structure and applications
- The organization of Emergency Medical Services
- The processes related to Emergency Management
- The National Incident Management System
- Mutual Aid Box Alarm System
- Managing municipal finances
- Setting and achieving goals
- The applicable federal, state and local laws, standards and codes
- Representing the City with the media
- Ability to communicate effectively both orally and in writing
- Ability to deal with difficult personnel issues
- Ability to handle intergovernmental relations
- Contracts, grievance, and labor relations

Pre-Employment

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

Language Skills:

- Ability to read, analyze and interpret complex documents
- Ability to respond effectively to sensitive inquiries or complaints
- Ability to write documents and presentations, using original or innovative techniques or style, to convey complex information in a format that can be easily understood
- Ability to make effective and credible presentations on potentially divisive or complex topics to top management, public groups, and other organizations and individuals at the local, state and federal level

Mathematical Skills:

CITY OF SHEBOYGAN

Job Description

FIRE CHIEF

- Ability to prepare forecasts, calculate and understand various ratios, and perform analytical procedures

Reasoning Ability:

- Ability to define problems, collect data, establish facts, analyze information, and draw valid conclusions

Physical Demands

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

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

The employee must be able to meet the current standards of physical fitness for the Fire Department.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Function of Position Description

This job description has been prepared to define the general duties of the position, to provide examples of work, and to detail the required knowledge, skills, and abilities as well as the level of training and experience for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The City of Sheboygan retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description by its own discretion.

This job description is not a contract for employment.

CITY OF SHEBOYGAN

**Director of Public Works
Grade 14**

Code A08003D

Reports to: Chief Administrative Officer	Department: Public Works
Classification: Exempt	Division: Non-Represented
Date: 11 2013	Approved: Gen. Ord.

POSITION SUMMARY:

Subject to legislative policy, reports to the Chief Administrative Officer, is responsible for the overall management, effectiveness and efficiency of the department of Public Works. Performs related work as directed by the Chief Administrative Officer.

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

1. *Responsible for the overall management, effectiveness and efficiency of the department by implementing appropriate procedures, methods and policies to improve departmental activities.
2. *Directs and reviews the preparation of plans and specifications for all municipal projects such as storm and sanitary sewers, streets, docks, structures, bridges and park improvements and other City infrastructure.
3. *Serves as member of the City Plan Commission and Capital Improvements Commission.
4. *Effectively supervises, delegates and develops subordinate personnel in departmental activities without duplication of responsibilities. Assures compliance with all City personnel ordinances and regulations.
5. *Recommends to the Chief Administrative Officer hiring, promotion, demotion, or dismissal.
6. *Is responsible for preparation of the departmental budget. Maintains fiscal control of all department expenditures and revenues.
7. *Establishes policies for administering the various divisions of the department, reviews plans and work in progress for adherence to established policies, proper construction methods, engineering practice, safety regulations and administrative procedure.
8. *Directs the reorganization and revision of procedures, methods and policies to improve the overall efficiency and effectiveness of the department.
9. *Acts as technical advisor to the Chief Administrative Officer, committees and citizen groups.
10. *Responsible for developing and implementing short and long range planning including fiscal and operational planning.

11. Performs other duties as requested by the Chief Administrative Officer and as lawfully ordered by the Common Council.

***Essential Functions**

Minimum Qualifications:

1. Thorough knowledge of the laws, codes and modern principles and practices as applied to public works administration.
2. Thorough knowledge of the laws, codes, principles, practices, modern methods and techniques pertaining to public works construction and services.
3. Thorough knowledge of budget preparation and control.
4. Considerable ability to plan, organize, assign, supervise, and direct the work of others in an efficient and economical manner.
5. Considerable ability to direct the design, layout, and preparation of construction specifications for public works projects.
6. Considerable ability to organize and conduct technical research work and prepare technical reports.
7. Considerable ability to exercise good judgment, courtesy and tact in maintaining effective public and employee relations and relationships with commissions, boards, Common Council, City departments, consulting firms, and other agencies.
8. Four (4) year degree in public administration or closely related field.
9. Seven (7) years of professional experience in public works and management including no less than three (3) years of supervision.
10. Must possess valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.

CITY OF SHEBOYGAN

**Wastewater Treatment Plant Superintendent
Class Grade 10**

Code C08192D

Reports to: Director of Public Works

Department: Public Works

Classification: Exempt
Updated: 11 2013

Division: Non-Represented

POSITION SUMMARY:

Under the general direction of the Director of Public Works is responsible for the operation of the Wastewater Treatment Plant. Work involves planning, organizing, and directing programs and activities for the efficient operation of the regional wastewater treatment system. Work requires the application of specialized knowledge and skill in operations in order to advise subordinates in varied and complex problems. Supervision is exercised over all employees of the plant.

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

- 1.* Directs all personnel in the Wastewater Treatment Plant.
- 2.* Analyzes treatment processes and interprets treatment data to maintain maximum efficiencies and to improve treatment techniques.
- 3.* Directs the chemist in sampling and experimental work regarding the effect of industrial wastes on the physical and biological treatment processes and institutes corrective measures.
- 4.* Maintains close liaison with industry so that through mutual cooperation industrial waste problems can be minimized and controlled.
- 5.* Works with State and local agencies on pollution control and represents the City on matters pertaining to the prevention of pollution and treatment of water-borne wastes.
- 6.* Prepares the Wastewater Department budget, evaluates wastewater treatment plant operating costs and calculates wastewater rates..
- 7.* Develops and implements effective management strategies to improve plant and system performance.
- 8.* Develops and implements on-the-job training of personnel relating to work duties and work methods.
- 9.* Investigates issues related to the plant operation, related environmental legislative and compliance issues, and issues affecting the contributing communities and industry.

- 10* Reviews regional sewer capabilities and is responsible for granting approval for all sanitary sewer extensions within the regional wastewater treatment service area.
- 11* Approval Authority for the installation of industrial/commercial/residential deduct meters.
- 12.* Responsible for calculating the adjustment for Irrigation on 3rd Quarter Residential Sanitary Sewer bills.
- 13.* Approval Authority for authorizing credits/refunds to Industrial/Commercial/Residential Customers
- 14* Directs and enforces compliance with all applicable governmental and departmental policies and regulations, and safety laws and regulations; and initiates corrective action according to DPW Employee Guidelines.
- 15.* Reviews Wastewater Treatment Plant job performance ratings, and effectively recommends hiring, promotion, demotion, and dismissal.
- 16.* Keeps required departmental records updated and reviews plant records maintained by subordinates.
17. Performs other related duties.

*Essential functions.

Minimum Qualifications:

1. Thorough knowledge of sewage and industrial waste treatment principles, practices, methods, and procedures.
2. Considerable knowledge of sanitation and health laws and regulations.
3. Thorough knowledge of occupational hazards and safe work practices.
4. Considerable ability to organize, assign, and supervise work.
5. Ability to interpret analytical tests.
6. Ability to communicate and exercise good judgment, courtesy, and tact in maintaining effective public and employee relations and interdepartmental cooperation.
7. A high sense of responsibility and initiative to work independently and to work from oral and written instructions.

8. High level of accuracy and proficiency in interpreting and compiling records and data, and ability to collate and summarize data and prepare reports.
9. Possession of a valid Wisconsin Motor Vehicle Operator's License.
10. Six years of experience in the operation of a wastewater treatment plant, at least three years of which has involved progressively responsible supervisory duties, and satisfactory completion of recognized seminars and courses in management development and administration equivalent to fifteen semester credits.
11. Ability to detect infiltration and inflow and knowledge of methods to tract and repair same.
12. Graduation from an accredited college with major work in sanitary engineering, chemistry, or a closely related field, plus three additional years of experience in the operation of a wastewater treatment plant.
13. State of Wisconsin Class 4 Certification to operate wastewater treatment facilities or ability to obtain said certification within 6 months of date of hire.

CITY OF SHEBOYGAN

**POLICE CHIEF
Grade 15**

Code A10001D

Reports to:	Mayor/Common Council	Department:	Police Department
Classification:	Exempt	Division:	Non-Represented
Date: updated 11/2013	09/11/09	Approved:	Gen Ord 12-09-10

Nature of Work:

Subject to legislative direction by the Mayor and Common Council, directs all activities and employees of the Sheboygan Police Department.

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

- 1.* Responsible for the overall management, effectiveness, and efficiency of the Police Department.
- 2.* Develops, implements, and executes policies, rules and regulations, and general orders for administering the various activities of the Department, with consultation of the Mayor, Common Council and the Police and Fire Commissioners.
- 3.* Directs and implements the reorganization and revision of procedures, methods, and policies to improve the efficiency and effectiveness of the Department.
- 4.* Directs the preparation of the departmental budget; reviews and substantiates departmental funds and the maintenance of fiscal controls on all department revenues and expenditures.
- 5.* Delegates duties to supervisory personnel and directs supervisory personnel in maintaining an effective department and the safety of the community.
- 6.* Evaluates the performance, effectiveness, and/or productivity of all personnel and departmental functions.
- 7.* Develops and prescribes work methods and procedures to be followed by members of the Department.
- 8.* Is responsible through subordinate personnel for training and development of personnel, particularly at the administrative and supervisory levels.
- 9.* Keeps abreast of all new developments in the fields of police science and police administration.

- 10.* Coordinates law enforcement efforts with federal, state, and local agencies. Maintain positive relationships with other agencies within the Criminal Justice System by interacting with agency heads on a regular basis.
- 11.* Recommends and proposes legislative law enforcement improvements.
- 12.* Coordinates and participates in the recruitment, selection, and promotion of personnel.
- 13.* Work to promote good public relations and constantly strive to display a positive image of the Department through the demonstration of a superior caliber of service to the public.
- 14.* Appear before civic and social groups as requested to explain the activities and functions of the Police Department.
- 15.* Review all complaints against department policies and personnel, and act in accordance with department policy.
- 16.* Serve as a member of the City Management team. Provide input in all city-related matters.
- 17.* Participates in labor negotiations, administers labor agreements, addresses grievances and maintains dialogue with association leadership.
- 18.* Determines long-term strategy of Department and oversees long and short-term goals.

***Essential Functions**

Minimum Qualifications:

1. Bachelor Degree in Business Management, Public Administration, Law Enforcement, Criminal Justice (Master's Degree Preferred).
2. Valid Wisconsin Driver's License.
3. United States Citizen
4. Current Certification for a Wisconsin Police Officer or the ability to obtain within six (6) months of employment.
5. Preferred experience to a minimum of 15 years in law enforcement, with at least 6 years of which has been served in a management/command level capacity (Sergeant level or above), in a city of at least 20,000 population.
6. Strong leadership skills, executive skills and high moral character.

7. Thorough knowledge of the principles and practices of modern police administration.
8. The ability to assign, direct, coordinate, and evaluate subordinates and their work product.
9. Thorough knowledge of personnel management techniques.



Gen. Ord. No. _____ - 13 - 14. By Alderpersons VanderWeele and Van Akkeren. January 20, 2014.

AN ORDINANCE amending Gen. Ord. No. 17-13-14 by Alderpersons VanderWeele and Van Akkeren granting ExteNet Systems, Inc., its successors and assigns, the privilege of encroaching upon described portions of the City's right-of-way located in the area of Union Ave. and S. 17th St. in the City of Sheboygan for the purpose of installing new underground conduit structures for fiber optic cable *in order to correct the description.*

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

Section 1. Subject to the terms and conditions contained herein, ExteNet Systems, Inc., its successors and assigns, is hereby granted the privilege of encroaching upon described portions of the City's right-of-way located in the area of Union Ave. and S. 17th St., in the City of Sheboygan, for the purpose of installing new underground conduit structures for fiber optic cable, in accordance with the legal description and sketch attached hereto and made a part hereof.

Description:

Beginning at an existing Alliant Utility Pole (#PNT) located 24 feet East of EPL of South Business Drive & 9 feet South of NPL of Union Avenue, Continue West at an offset of 1 foot South of NPL of Union Avenue for 18 LF to a point 1 foot East of EPL of South Business Drive & 9 feet South of NPL of Union Avenue; Continue South for 45 feet, crossing Union Avenue, to South Side of Union Avenue at an alignment of 9 feet North of SPL of Union Avenue & 2 feet East of EPL of South 17th Street, Continue West for 77 feet, crossing South 17th Street to an alignment located 7 feet East of WPL of South 17th Street & 10 feet south of SPL of Union Avenue; Continue South along and within South 17th Street R/W for a distance of 754 feet at an offset alignment of 7 feet East of WPL of South 17th Street, crossing Oakland Avenue to a proposed ExteNet 24" X 36" hand hole located 12 feet East of WPL of South 17th Street & 1 foot North of NPL of Ashland Avenue; Continue from hand hole 15 feet in a Southwest direction for 15 feet to an existing Alliant pole (#15-23-34.2 9/36), located 1 foot West of WPL of South 17th Street and 13 feet South of NPL of Ashland Avenue.

Total Encroachment Linear Footage: 902

Total Encroachment Square Footage: 908

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said ExteNet Systems, Inc., its successors and assigns:



a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said ExteNet Systems, Inc., its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said ExteNet Systems, Inc., its successors and assigns, , or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

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



January 7, 2014

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

RE: Request for Encroachment: ExteNet Systems, Inc.

Dear Members of the Common Council,

Thank you for the opportunity to make a formal request for an Encroachment into the Sheboygan public right-of-way. ExteNet Systems, Inc. is a telecommunications utility company registered with Wisconsin Public Service Commission. ExteNet is proposing the construction of a fiber-optic telecommunications network within the City of Sheboygan that will include the installation of aerial fiber optic cables onto existing Alliant Energy utility poles as well as the placement of new underground conduit structures within the City of Sheboygan's public right-of-way.

This specific request for an Encroachment is respectfully being made for the January 20th meeting of the Sheboygan Common Council with the following project details:

- **Purpose: Installation of new underground conduit structures for fiber optic cable**
- **Scope: Installation of approximately 902 Linear Feet of HDPE Conduit & Fiber Optic Cable, by directional drilling & open cut trenching, at a minimum depth of 36-inches. Place one (1) hand hole (pull box) at key pull/splice locations.**
- **Location: Beginning at an existing Alliant Utility Pole (#PNT) located 24 feet East of EPL of South Business Drive & 9 feet South of NPL of Union Avenue, Continue West at an offset of 1 foot South of NPL of Union Avenue for 18 LF to a point 1 foot East of EPL of South Business Drive & 9 feet South of NPL of Union Avenue; Continue South for 45 feet, crossing Union Avenue, to South Side of Union Avenue at an alignment of 9 feet North of SPL of Union Avenue & 2 feet East of EPL of South 17th Street, Continue West for 77 feet, crossing South 17th Street to an alignment located 7 feet East of WPL of South 17th Street & 10 feet South of SPL of Union Avenue; Continue South along and within South 17th Street R/W for a distance**

of 754 feet at an offset alignment of 7 feet East of WPL of South 17th Street, crossing Oakland Avenue to a proposed ExteNet 24" x 36" hand hole located 12 feet East of WPL of South 17th Street & 1 foot North of NPL of Ashland Avenue; Continue from hand hole 15 feet in a Southwest direction for 15 feet to an existing Alliant pole (#15-23-34.2 9/36), located 1 foot West of WPL of South 17th Street and 13 feet South of NPL of Ashland Avenue.

- **Total Encroachment Linear Footage: 902**
- **Total Encroachment Square Footage: 908**

Included with this cover letter are the contact information details for ExteNet Systems (owner of the facility) and our general Contractor, Gabe's Construction. Additionally, a detailed set of construction plans are provided to show project specific details for this Encroachment Request. I hope this information is sufficient for your review and acceptance for the January 20th meeting of the Common Council. Should you require anything additional at this time, please contact me directly at 630-776-3769.

Respectfully,

A handwritten signature in black ink, appearing to read "Timothy P. Asta Jr." with a stylized flourish at the end.

Timothy Asta Jr., AICP
Director of Municipal Affairs
ExteNet Systems, Inc.

Enclosures

Encroachment Request: Contact Information

I. Owner Contact Information:

Name: ExteNet Systems, Inc.
Address: 3030 Warrenville Road, Suite 340
City: Lisle
State: Illinois
Zip: 60532
Agent: Timothy Asta Jr., AICP
Agent Title: Director, Municipal Relations
Email: tasta@extenetsystems.com
Phone: (630) 505-3845
Fax: (630) 577-1332

II. General Contractor's Contact Information:

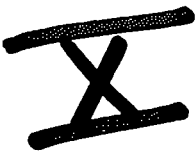
Company Name: Gabe's Construction Company
Address: 4804 N. 40th Street
City: Sheboygan
State: Wisconsin
Zip: 53083
Primary Contact : Jeff Rinartz
Primary Contact Title: Senior Project Engineer
Email: jrinartz@gabes.com
Primary Contact Phone: (920) 889-4510
Corporate Phone: (920) 459-2600

III. State of Wisconsin Diggers Hotline ID: ENS01

IV: Corporate Overview:

ExteNet Systems, Inc. is a telecommunications utility registered with the Wisconsin Public Service Commission as an *Alternate Exchange Carrier*. ExteNet does not provide any telecommunications services directly to the consumer public.

ExteNet has legally secured the necessary Joint Use Agreements with Alliant Energy for the attachment of fiber optic cable and related telecommunications equipment on their existing utility pole structures.



Gen. Ord. No. - 13 - 14 . By Alderpersons Thiel and Lewandoske.
January 20, 2014.

AN ORDINANCE granting St. Nicholas Hospital, its successors and assigns, the privilege of encroaching upon described portions of City of Sheboygan road right-of-way located in the area of Superior Ave. and N. Taylor Dr. in the City of Sheboygan for the purpose of constructing a private fiber network among the area's health cares.

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

Section 1. Subject to the terms and conditions contained herein, St. Nicholas Hospital, its successors and assigns, is hereby granted the privilege of encroaching upon described portions of City of Sheboygan road right-of-way located in the area of Superior Ave. and N. Taylor Dr. in the City of Sheboygan, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said St. Nicholas Hospital, its successors and assigns,:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said St. Nicholas Hospital, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said St. Nicholas Hospital, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

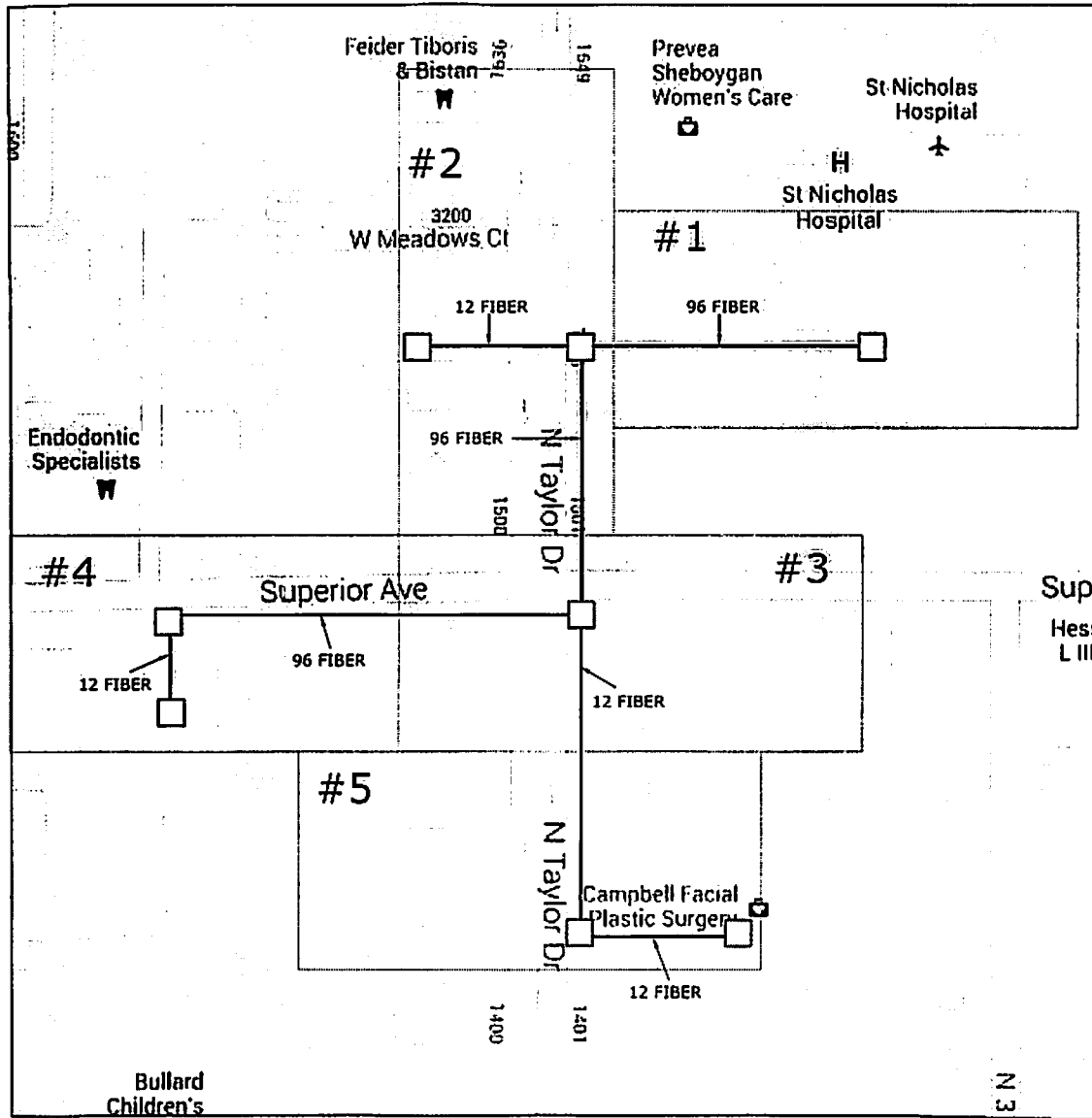
Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

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

ST NICHOLAS HOSPITAL BUILD



**ST. NICHOLAS
HOSPITAL BUILD**

ESTIMATED TOTALS	
HANDHOLES:	
30X48X18	1
30X48X36	4
18X24	3
GROUND RODS	8
BORE WITH 2-1.25"	130
BORE WITH 1-1.25"	2372
100' OF 96 FIBER SLACK LOOPS	4
50' OF 12 FIBER SLACK LOOPS	7
96 FIBER PLACED IN DUCT	1377
12 FIBER PLACED IN DUCT	1125
SIDEWALK REPLACEMENT (sqft)	100
8" CORE DRILL	1
BUILDING ENTRANCES	4
TOTAL OF 96 FIBER	1777
TOTAL OF 12 FIBER	1475
TOTAL 1.25" DUCT	2632
TOTAL BORE	2502

LINETYPE LEGEND	
	PROPOSED CABLE (BURIED)
	EXISTING CABLE (BURIED)
	EXISTING CABLE (AERIAL)
	PROPOSED CABLE (AERIAL)
	BORE
	FENCE
	CENTERLINE
	EDGE-OF-TRAVEL PORTION
	RIGHT-OF-WAY
	EASEMENT
	WATER MAIN
	TELEPHONE
	FIBER
	COMMUNICATIONS
	SANITARY SEWER
	STORM SEWER
	ELECTRICAL POWER
	CABLE TV
	GAS
	CONDUIT
	EDGE OF BUILDING
	PROPERTY LINE
	WETLAND/WATERWAY POLYGON

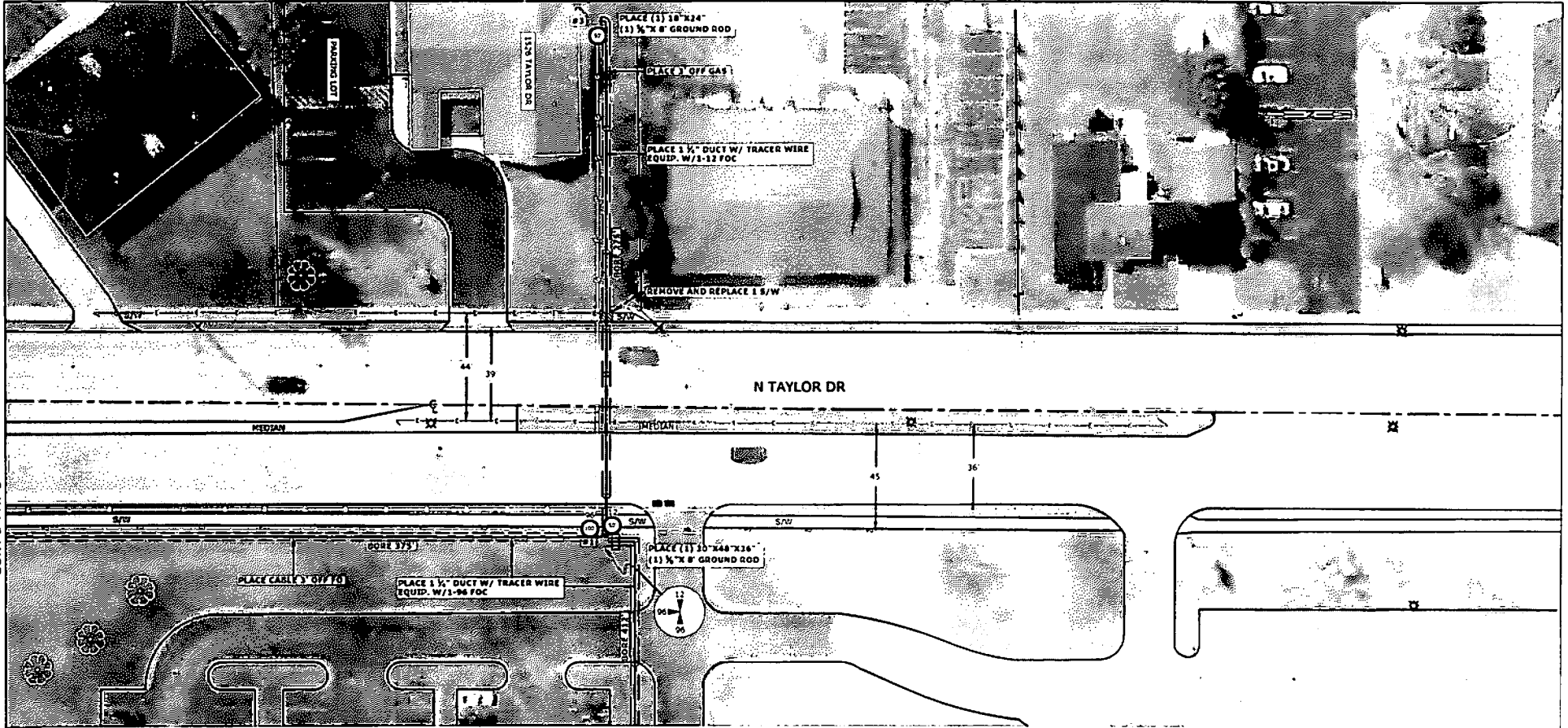
SYMBOL LEGEND	
	WETLAND BORE PIT
	CELL TOWER
	NEW COIL
	EXISTING COIL
	TREE
	POWER POLE
	COMMUNICATION POLE
	JOINT POLE
	POWER TRANSFORMER/CAPACITOR POLE
	JOINT TRANSFORMER POLE
	PROPOSED NSIGHT POLE
	EXISTING UTILITY PED/CABINET
	BURIED TRANSFORMER
	PROPOSED PED
	WATER VALVE
	HYDRANT
	LIGHT POLE
	TRAFFIC LIGHT
	UTILITY MANHOLE (* = S, E, T, etc.)
	INLET
	EXISTING DOWNGUT & ANCHOR
	PROPOSED DOWNGUT & ANCHOR
	RIGHT-OF-WAY MARKER
	PROPOSED WARNING MARKER
	UTILITY EASEMENT
	SIDEWALK OR PAVEMENT REMOVAL
	CULVERT
	PROPOSED HANDHOLE
	EXISTING HANDHOLE
	PROPOSED GROUND
	EXISTING GROUND
	SPLICE POINT
	AERIAL SLACK LOOP
	SIGN
	BOX CULVERT

CONT'D PRT 2



STATIONING INFO		HANDHOLE - MARKER - GND			BURIED			STORAGE		AERIAL				REMOVAL/REPLACEMENT				MISC.			WARNING: BURIED UTILITIES IN AREA NOTE: UTILITIES SHOWN ON MAP ARE FOR REFERENCE ONLY CALL FOR LOCATES	NSIGHT TELS SERVICES ST. NICHOLAS HOSPITAL FIBER BUILD				
OBJECT	STATION	UH 2 (30X48X18)	BM 53	BM 2 (5/8) (6)	UO 96	LD (1X1X1.25) W/TRACER WIRE	BM 61D (1.25) 1 W/TRACE	RM60 STEEL	UO (1X2X1.25) W/TRACE WIRE	BM5C (100) 96	PH6T (86) 150'	CO 96 (4'ENS)	PE 1-3 (4'ENS)	PF 1-5	BM52 (8)	PH 11	BM 72	EM 73	R 1-10	BM98		WPH 21	BM21	SHEET	OF	
NOI #2		1		1	412		412		1														1	OF	5	
TOTAL:		1	0	1	412	0	412	####	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	####		

CONT'D PRT 3



CONT'D PRT 1

STATIONING INFO		HANDHOLE - MARKER - GRD				BURIED				STORAGE				AERIAL				REMOVAL/REPLACEMENT				MISC.					
OBJECT	STATION	LN 2 (30X48X36)	LN 2 18"X24"	EM 2 (5/8) (8)	LN 96	LN (1X121 25) W/TRACER WIRE	BM 610 (1.25) 1 W/TRACE	LN 12	LN (1X211 25) W/TRACE WIRE	BMSC (140) W	BMSC (50) L2	CD 96 (A"EMS)	PE 1 1 (A"EMS)	PH 1 5	BM 2 (8)	PH 1 1	EM 72	BM 71	R 1 12	BM 5	WPM 21	EM 21					
HH #1		1		1						1	1																
HH #3			1	1			275	275									25						1				
TOTAL:		1	1	2	###	#	275	275	#	1	#	#	#	#	#	#	25	#	#	#	#	1	###				

**WARNING: BURIED UTILITIES IN AREA
NOTE: UTILITIES SHOWN ON MAP ARE
FOR REFERENCE ONLY
CALL FOR LOCATES**

**NSIGHT TELSERVICES
ST. NICHOLAS HOSPITAL
FIBER BUILD**

SHEET 2 OF 5

FILED	BY	DATE	MAP NO		
PLACE CABLE			FILE NAME		
TAB			P.O.#		
FINAL QC			DRAFTING	BY	DATE
STAKED			BASE DRAFT	BJF	
BUILT					
ASBUILT					

NOT TO SCALE

ENCROACHMENT REQUEST APPLICATION PROCEDURE

1. Submit a letter, signed by the owner of the building, to the Common Council stating what type of encroachment you want and why it is needed.
2. Submit a map showing the location of the encroachment request. Be sure to show all measurements regarding depth, length, height and the distance from the street right of way. Also show the street and avenue adjacent to the encroachment so we know exactly where it is. All maps and legal descriptions must be obtained from the City of Sheboygan Engineering Dept. located at 2026 New Jersey Ave Municipal Services Building #459-3394. The Engineering Dept. requests a 2 week lead time prior to the Thursday before the following Monday's council meeting in order to have proper time to prepare the documents. **Any submittals occurring less than 2 weeks prior to a council meeting may cause the requested documents to be delayed until the following Council meeting.**
3. Submit the completed paperwork to the City Clerk's office Jan 16, 2014 the Thursday before the Common Council meeting.
4. Your encroachment request will be submitted to the Common Council on Monday, Jan 20, 2014,
5. It will be referred to the City Plan Commission, which will discuss it on Tuesday, Jan 28, 2014

At this time you will be able to state your reasons for the encroachment. Others will be able to speak at the public hearing. (They will send you a letter advising you of this date and place.)

6. The Plan Commission will submit their recommendation to the Common Council on Monday, Feb 3rd 2014 at which time the request will be granted or denied.

FEE: THE FEE IS \$1.50 PER SQUARE FOOT WITH A MINIMUM FEE OF \$100. MULTIPLE ENCROACHMENT REQUESTS FOR THE SAME PARCEL WILL BE BILLED AT \$1.50 PER SQUARE FOOT FOR THE SUM TOTAL OF THE SQUARE FOOTAGE, OR THE MINIMUM OF \$100, WHICHEVER IS GREATER. THE ONE TIME ENCROACHMENT FEE WILL BE DETERMINED BY THE DEPARTMENT OF PUBLIC WORKS AFTER IT IS RECORDED AT THE REGISTER OF DEEDS.

*PLEASE NOTE: If the encroachment is for an establishment that sells alcohol, and the planned encroachment involves serving alcohol, there must be a "Change of Premise" application filled out by the alcohol license holder at the same time as the submittal of the encroachment documentation. The fee for a "Change of Premises" is \$10. The "Change of Premise" will follow a similar timeline as the encroachment.

If you have any further questions regarding your encroachment application and/or your "Change of Premise" application, just call our office at 459-3361, Monday thru Friday, between the hours of 8:00 a.m. and 5:00 p.m.



Gen. Ord. No. - 13 - 14. By Alderpersons Thiel and Lewandoske.
January 20, 2014.

AN ORDINANCE granting ExteNet Systems, Inc., its successors and assigns, the privilege of encroaching upon described portions of N. 18th St. and Erie Ave. in the City of Sheboygan for the purpose of installation of new underground conduit structures for fiber optic cable.

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

Section 1. Subject to the terms and conditions contained herein, ExteNet Systems, Inc., its successors and assigns, is hereby granted the privilege of encroaching, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said ExteNet Systems, Inc., its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said ExteNet Systems, Inc., its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said ExteNet Systems, Inc., its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.



c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

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

~~III~~

3.4

R. O. No. 197-13-14. By CITY PLAN COMMISSION. December 2, 2013.

Your Commission to whom was referred Gen. Ord. No. 44-13-14 amending the City's zoning map to establish the Use District Classification of recently annexed property owned by DHP, LLC and located at SW corner of N. 36th Street and Wilgus Avenue to SC Suburban Commercial; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 26, 2013, and after due consideration, recommends approval of the General Ordinance.

Lies over
to Jan 20th.

X

7.4

Gen. Ord. No. 44 - 13 - 14. By Alderpersons Lewandoske and Thiel.
November 18, 2013.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to establish the Use District Classification of recently annexed property located at the southwest corner N. 36th Street and Wilgus Avenue.

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 establishing the Use District Classification of the following described annexed lands as Class SC Suburban Commercial Classification:

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOLUME 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE. (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88°46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00°26'17" W 654.80' TO A POINT ON THE CENTER LINE OF WILGUS AVE. SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST R/W LINE OF N. 36TH ST. AND SAID CENTER LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE N 63°54'43" W ALONG SAID CENTER LINE 129.30' TO THE NW CORNER OF THE C.S.M., THENCE S 00°21'17" W ALONG THE WEST LINE OF SAID C.S.M. 195.81' TO THE SW CORNER OF LOT 1 OF SAID C.S.M., THENCE N 88°38'47" E ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION, 176.36' TO A POINT ON THE EAST R/W LINE OF N. 36TH ST., THENCE N 00°26'17" E ALONG SAID EAST R/W LINE AND ITS EXTENSION 105.51' TO A POINT ON THE CENTER LINE OF WILGUS AVE., THENCE N 63°54'43" W ALONG SAID CENTER LINE 66.56' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 26,573.07 SQ. FT. OR 0.61 ACRES.

*City Plan
approve*

11

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.

Scott Lewandowski

Billy A. Abel

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____.

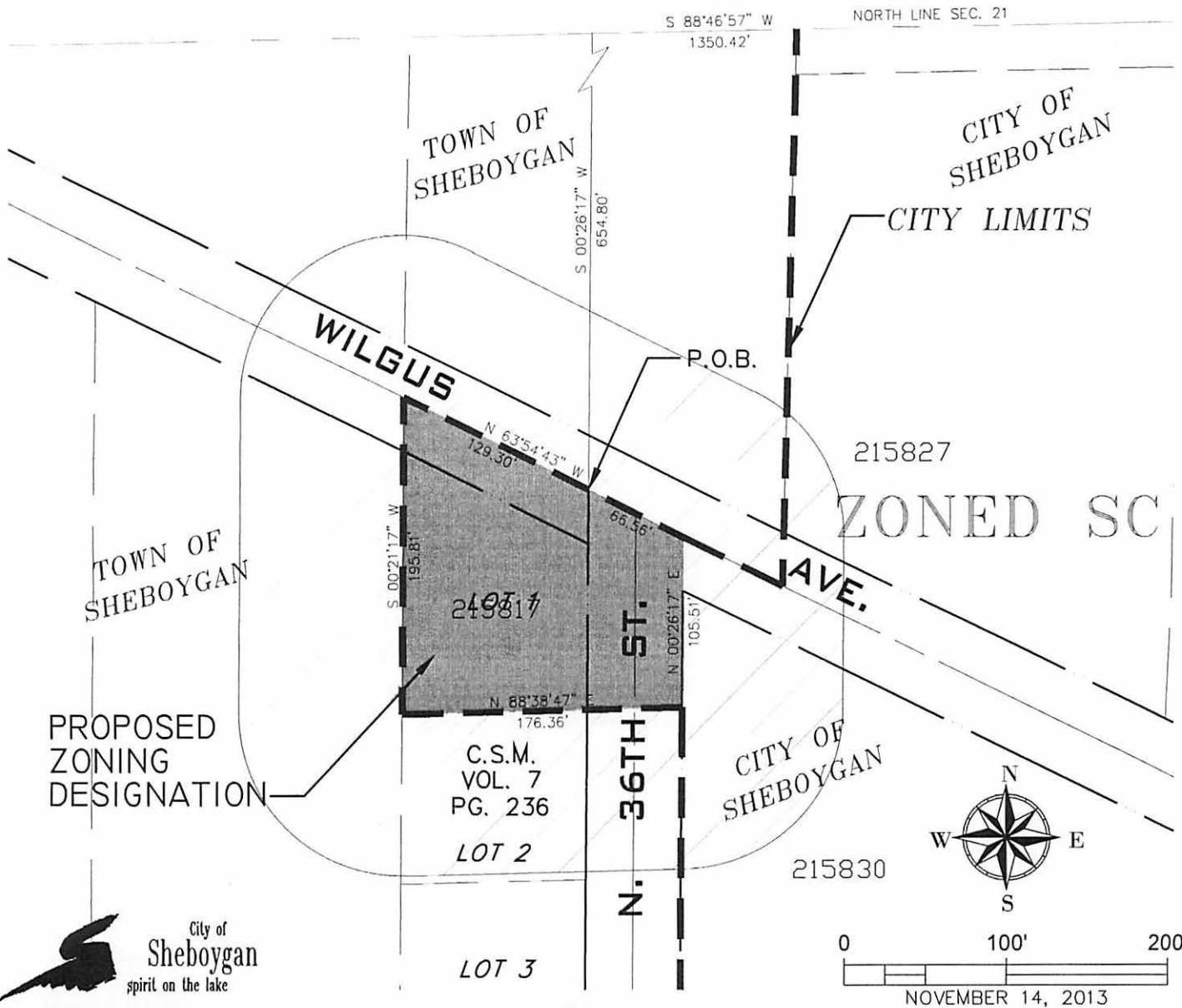
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING DESIGNATION OF SC FOR DHP LLC. SECTION 21, T. 15 N., R. 23 E.

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOL. 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE. (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88°46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00°26'17" W 654.80' TO A POINT ON THE CENTER LINE OF WILGUS AVE. SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST R/W LINE OF N. 36TH ST. AND SAID CENTER LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE N 63°54'43" W ALONG SAID CENTER LINE 129.30' TO THE NW CORNER OF THE C.S.M., THENCE S 00°21'17" W ALONG THE WEST LINE OF SAID C.S.M. 195.81' TO THE SW CORNER OF LOT 1 OF SAID C.S.M., THENCE N 88°38'47" E ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION, 176.36' TO A POINT ON THE EAST R/W LINE OF N. 36TH ST., THENCE N 00°26'17" E ALONG SAID EAST R/W LINE AND ITS EXTENSION 105.51' TO A POINT ON THE CENTER LINE OF WILGUS AVE., THENCE N 63°54'43" W ALONG SAID CENTER LINE 66.56' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 26,573.07 SQ. FT. OR 0.61 ACRES.



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., January 20, 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 establish the Use District Classification of recently annexed property located at the southwest corner N. 36th Street and Wilgus Avenue as Class SC Suburban Commercial Classification:

BEING ALL OF LOT 1 OF A.C.S.M. RECORDED IN VOLUME 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88 deg. 46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00 deg. 26'17" W 654.80' TO A POINT ON THE CEN-

*Published
Jan 3 or 10
for Jan 20th
hearings.*

THENCE S 00 deg.
26'17" W 654.80' TO A
POINT ON THE CENTER
LINE OF WILGUS
AVE. SAID POINT ALSO
BEING THE INTERSEC-
TION OF THE NORTH-
ERLY EXTENSION OF
THE WEST RWLINE
OF N. 36TH ST. AND
SAID CENTER LINE,
SAID POINT ALSO BE-
ING THE POINT OF BE-
GINNING. THENCE N
63 deg. 54'43" W
ALONG SAID CENTER
LINE 129.30' TO THE
NWCORNER OF THE
C.S.M., THENCE S 00
deg. 21'17" W ALONG
THE WEST LINE OF
SAID C.S.M. 195.81' TO
THE SWCORNER OF
LOT 1 OF SAID C.S.M.,
THENCE N 88 deg.
38'47" E ALONG THE
SOUTH LINE OF SAID
LOT 1 AND ITS EXTEN-
SION, 176.36' TO A
POINT ON THE EAST
RWLINE OF N. 36TH
ST., THENCE N 00 deg.
26'17" E ALONG SAID
EAST RWLINE AND
ITS EXTENSION 105.51'
TO A POINT ON THE
CENTER LINE OF WIL-
GUS AVE., THENCE N
63 deg. 54'43" W
ALONG SAID CENTER
LINE 66.56' TO THE
POINT OF BEGINNING.
SAID TRACT CON-
TAINS 26,573.07 SQ.
FT. OR 0.61 ACRES.

SUSAN RICHARDS
City Clerk
Pub. Jan. 3, 10, 2014
WNAXLP



3.1

R. O. No. 216-13-14. By DIRECTOR OF PLANNING & DEVELOPMENT.
January 6, 2014.

Submitting a communication from Mr. David Gass, Rohde Dales, on behalf of his client Office Service Company, LLP, in regards to their interest in purchasing an additional 3.7 acre parcel of land in the Sheboygan Business Center for future building expansions.

DIR. OF PLANNING & DEV

Lies Over

OFFICE SERVICE COMPANY, LLP

December 31, 2013

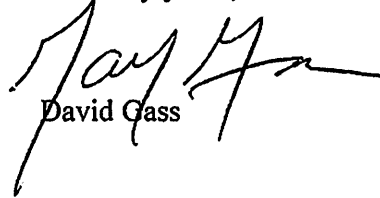
file
City of Sheboygan
Attn: Mr. Chad Pelishek
838 Center Ave.
Sheboygan, WI 53081

Dear Chad:

In behalf of Office Service Company, LLP ("OSC"), OSC would like to purchase 3.7 acres of Parcel No. 59281479080 on Tower Drive identified with hatch marks on attached Exhibit A at a purchase price of \$22,000.00 per acre, with the previous option fee of \$5,000.00 credited to the purchase price. Before I can submit the Offer to Purchase, I understand that you need Council approval to sell the parcel, which would most likely occur at the Council meeting on January 20, 2014.

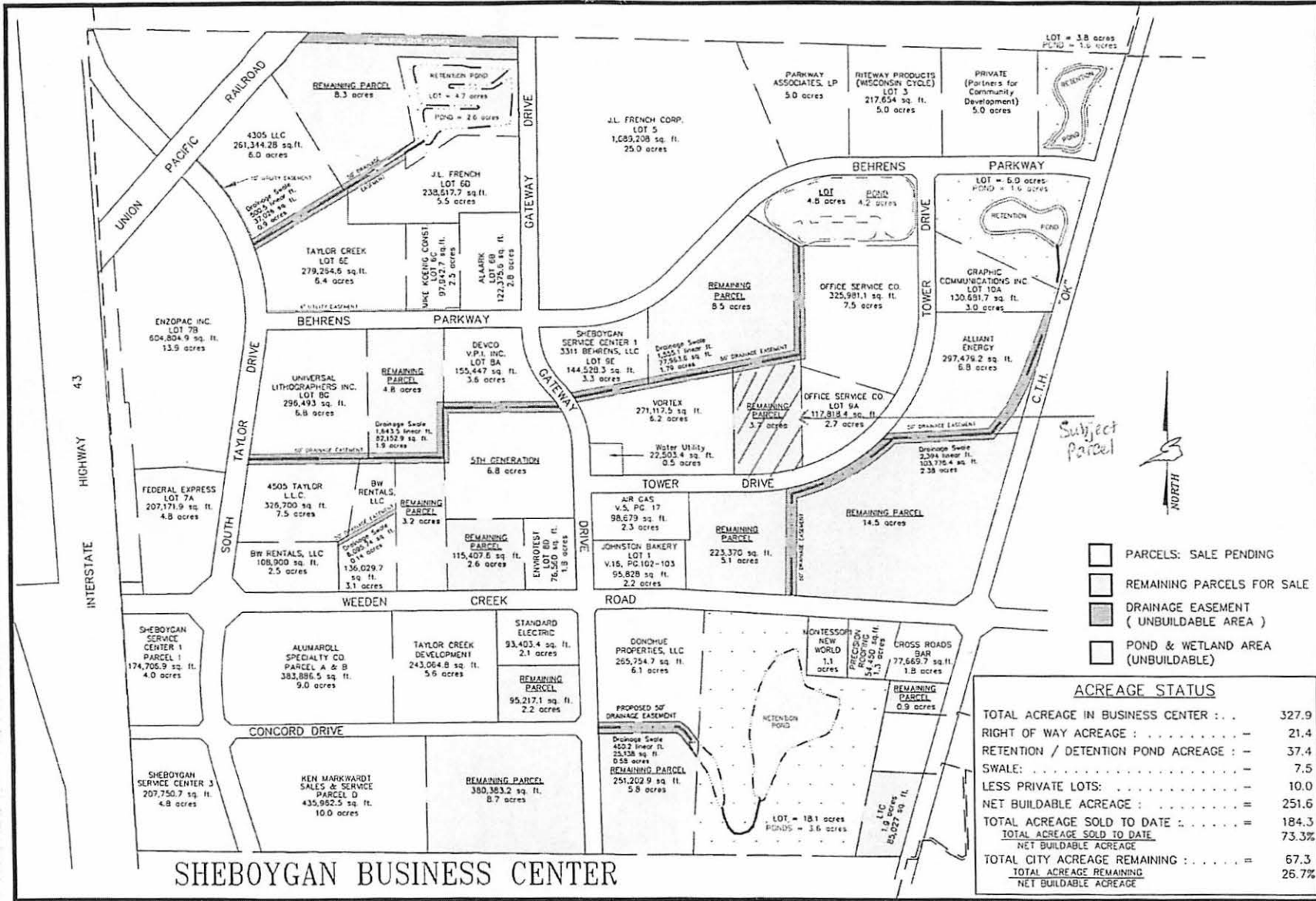
Please let me know if any of the above is incorrect or you need further information.

Sincerely yours,


David Gass

cc: Mr. Paul C. Weaver (*via e-mail*)

EXHIBIT A



SHEBOYGAN BUSINESS CENTER

- PARCELS: SALE PENDING
- REMAINING PARCELS FOR SALE
- DRAINAGE EASEMENT (UNBUILDABLE AREA)
- POND & WETLAND AREA (UNBUILDABLE)

ACREAGE STATUS	
TOTAL ACREAGE IN BUSINESS CENTER	327.9
RIGHT OF WAY ACREAGE	21.4
RETENTION / DETENTION POND ACREAGE	37.4
SWALE	7.5
LESS PRIVATE LOTS	10.0
NET BUILDABLE ACREAGE	251.6
TOTAL ACREAGE SOLD TO DATE	184.3
TOTAL ACREAGE SOLD TO DATE NET BUILDABLE ACREAGE	73.3%
TOTAL CITY ACREAGE REMAINING	67.3
TOTAL ACREAGE REMAINING NET BUILDABLE ACREAGE	26.7%

Graphic Scale 0' 100' 200' 400'

BUSINESS CENTER LOT DIVISIONS



SHEBOYGAN BUSINESS CENTER
LOT DIVISIONS AND REMAINING ACREAGE
SHEBOYGAN, WISCONSIN

Sheet No.	1 OF 1
Date	Revised 8/20/2012

3.2

~~IV~~

R. O. No. 217 - 13 - 14. By DIRECTOR OF PLANNING & DEVELOPMENT.
January 6, 2014.

Submitting a request from Chad Pelishek, Director of Planning & Development, accepting \$117,000 in sponsorship contribution towards the 2014, 2015, and 2016 City's Independence Day Celebration from Johnsonville Sausage, LLC.

Johnsonville Sausage has been a major sponsor to the City's Independence Day celebration and has agreed to another three-year contribution as follows:

- 2014: \$39,000
- 2015: \$39,000
- 2016: \$39,000

The Sheboygan County Chamber of Commerce Tourism, the City's Tourism Entity is contracted by the City of Sheboygan to manage the Independence Day Celebration and will provide promotional opportunities for the event utilizing Johnsonville's logo.

Tourism shall request the funds from Johnsonville on a yearly basis on or before March 31 of each year to be used towards the event.

On behalf of the City of Sheboygan, Johnsonville continued commitment to many that enjoy this yearly event should be applauded.

LisOver

DIR. OF PLANNING & DEV



December 12, 2013

Mr. Tony Rammer
Johnsonville Sausage, LLC.
Post Office Box 786
Sheboygan, WI 53082-0786

Dear Mr. Rammer,

Thank you for meeting with Mayor Vandersteen, George Twohig and me regarding Johnsonville's sponsorship of the City's Independence Day Celebration. We are grateful that Johnsonville is choosing to continue its long-standing support for this top City of Sheboygan event.

As we discussed, Johnsonville agrees to sponsor the City's Celebration for three years, beginning in 2014 and continuing through 2016. The total sponsorship dollar amount is \$117,000. Johnsonville agrees to pay \$39,000 in 2014; \$39,000 in 2015; and \$39,000 in 2016. The City respectfully requests that Johnsonville provide the yearly payment to the City's tourism entity, the Sheboygan County Chamber of Commerce, no later than March 31 each year of the contract.

The Sheboygan County Chamber of Commerce is contracted with the City of Sheboygan to manage the Independence Day Celebration and will provide promotional opportunities for the event utilizing Johnsonville's logo as outlined in the attached sponsorship proposal.

The City further agrees to guarantee seating during the fireworks display on South Pier. We respectfully request that the number of attendees be provided in advance so we can ensure adequate seating and parking availability.

On behalf of the City of Sheboygan, I wish to express our sincere thanks and gratitude for Johnsonville's continued commitment to the City and to the citizens who live here and enjoy this wonderful event. Your generosity is directly responsible for the success of this event, which is anticipated and enjoyed by an estimated 80,000 people each year.

If you are in acceptance, please sign and date in the box below and email back to me at Chad.Pelishek@sheboyganwi.gov

Sincerely,

Chad Pelishek
Director of Planning & Development

Cc: Mayor Vandersteen

JOHNSONVILLE AGREEMENT:

Title: Creative Director

Date Signed: 1-2-2014

DEPARTMENT OF
PLANNING AND
DEVELOPMENT

828 Center Avenue,
Suite 104
Sheboygan, WI 53081

920-459-3377 (Phone)
920-459-7302 (Fax)

4.1

~~IV~~

Res. No. 120 - 13 - 14. By Alderperson Hammond. January 6, 2014.

A RESOLUTION authorizing the sale of approximately 3.7 acres of land in the Sheboygan Business Center to Office Service Company, LLP.

WHEREAS: The price per acre per the selling policies is \$22,000, therefore the total approximate price for 3.7 acres shall be \$81,400.

RESOLVED: That the Mayor and City Clerk are authorized to sign all documents necessary for transfer of the above property.



Line Over

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 Hammond, Carlson, Heidemann, Vander Weele, & Donohue. January 20, 2014.

A RESOLUTION authorizing the purchasing agent to prepare and issue a request for proposals for the adaptive re-use and/or redevelopment of the Former Armory at 516 Broughton Drive.

WHEREAS: The Strategic Fiscal Planning Committee met and discussed a long-term strategy for the property,

WHEREAS: The Strategic Fiscal Planning Committee recommends that the request for proposals be issued with a due date of October 31, 2014 and that the Strategic Fiscal Planning Committee be the committee to review the proposals and/or hold interviews with interested parties, and make a recommendation to the Common Council:

RESOLVED, that the Common Council authorizes the Purchasing Agent to prepare and issue a request for proposals for the re-use or redevelopment of the Former Armory property.

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

COMMON COUNCIL

Official Proceedings of the 2013-2014 Common Council of the City of Sheboygan.

TWENTIETH REGULAR MEETING

The Council met: Monday, January 20, 2014.

Mayor Mike Vandersteen in the Chair:

On call of the roll, the following Alderpersons were present:

Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey □ 15.

Absent and Excused: Van Akkeren □ 1.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Nineteenth Regular Meeting held January 6, 2014, was approved as entered on the record, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey □ 15.

Nays: None.

COUNCIL APPOINTMENTS

January 20, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Aurora Bonilla to be considered for appointment to the Senior Activity Center Commission to fill the unexpired term of Cher Pao Vang whose term expires 4/28/14.

Mayor Mike Vandersteen

Lies over under the rules.

January 9, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

BUSINESS IMPROVEMENT DISTRICT

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
David Gass (Business Owner)	1/20/14	12/31/15
Tom Brickley (Business Owner)	1/20/14	12/31/15
David Haneman (Property Owner)	1/20/14	12/31/15
David Sanderson (Property Owner)	1/20/14	12/31/15
Whitney Viglietti (Business Owner)	1/20/14	12/31/15

Mayor Mike Vandersteen

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Appointments were confirmed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey □ 15.

Nays: None.

RESIGNATION OF COUNCIL APPOINTMENTS

January 6, 2014

Mayor Vandersteen

I just want to let you the commissioner board know that I am no longer available to serve on senior commission board. Please accept my resignation. If you have questions or would like to contact me, you can reach me at 920-458-6563 or cherpao@hotmail.com.

Cher Pao Vang

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Council Resignation was accepted and placed on file, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey □ 15.

Nays: None.

PUBLIC FORUM

Collin Kaechel, 321 Bluff Ave., Tom Thompson, 780 S Pier #311, Kurk Obear, 735 Fairway Dr., and Mike Brunette, 1925 S. 26th St. spoke.

MAYOR'S ANNOUNCEMENTS

On motion by Alderperson Hammond and second by Alderperson Carlson, the following documents notated with an asterick (*) were accepted and placed on file, accepted and adopted, or passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey || 15.

Nays: None.

HEARINGS

Hearing No. 6 - 13 - 14. January 20, 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 establish the Use District Classification of recently annexed property located at the southwest corner of N. 36th St. and Wilgus Ave. as Class SC Suburban Commercial Classification:

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOLUME 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE. (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88°46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00°26'17" W 654.80' TO A POINT ON THE CENTER LINE OF WILGUS AVE. SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST RW LINE OF N. 36TH ST. AND SAID CENTER LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE N 63°54'43" W ALONG SAID CENTER LINE 129.30' TO THE NW CORNER OF THE C.S.M., THENCE S 00°21'17" W ALONG THE WEST LINE OF SAID C.S.M. 195.81' TO THE SW CORNER OF LOT 1 OF SAID C.S.M., THENCE N 88°38'47" E ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION, 176.36' TO A POINT ON THE EAST RW LINE OF N. 36TH ST., THENCE N 00°26'17" E ALONG SAID EAST RW LINE AND ITS EXTENSION 105.51' TO A POINT ON THE CENTER LINE OF WILGUS AVE., THENCE N 63°54'43" W ALONG SAID CENTER LINE 66.56' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 26,573.07 SQ. FT. OR 0.61 ACRES.

All interested persons will now be heard.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Hearing was closed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey || 15.

Nays: None.

Hearing No. 7 - 13 - 14. January 20, 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 UR Urban Residential to Class SO Suburban Office Classification:

Was withdrawn.

COMMUNICATIONS AND PETITIONS

Com. No. 22 - 13 - 14. January 20, 2014.

Submitting a communication from Jodi VanderWeele regarding concerns with the parking restrictions on N. 8th St. between the previous Noah's Ark and the corner of N. 8th St. and Bluff Ave.

Was referred to the Committee on Public Protection and Safety.

REPORTS OF OFFICERS

***R. O. No. 226 - 13 - 14. By CITY CLERK. January 20, 2014.**

Submitting various license applications.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2609	Hillcrest Trees & Land.	N7497 State Rd. 32, Sheboygan Falls

TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2947	Sheboygan Leadership Academy	1305 St. Clair Ave. – one-day event to be Held 2/22/14 at the RCS Empowers building To include the front entry & gym/café area.

***R. O. No. 227 - 13 - 14. By CHIEF ADMINISTRATIVE OFFICER. January 20, 2014.**

2015 BUDGET SCHEDULE

February, 2014	Strategic Fiscal Planning Committee submits to the Common Council established budget goals and objectives for 2015 budget process and beyond.
March, 2014	Chief Administrative Officer communicates to department heads goals and objectives for 2015 budget submittals and beyond.
May, 2014	Departmental budget submittals and reviews.
July 14, 2014	2015 General Fund Budget summary to Finance Committee.
July 21, 2014	2015 Preliminary Budget submitted to Council.
August, 2014	Standing Committees review department budgets and report Committee recommendations to the Common Council on Aug. 18, 2014.
August 25, 2014	Finance Committee review reports of Standing Committees on departmental Budgets.
September 2, 2014	Proposed budget submitted to Common Council.
September 15, 2014	Publication of Notice of Public Hearing on 2015 Proposed Budget.
September 15, 2014	Report of Fund Balance and G O Bonded Debt to the Common Council.
October 6, 2014	Public Hearing on 2015 Proposed Budget and Council discussion on the status of departmental budgets.
October 13, 2014	Finance Committee final review of 2015 Budget.
October 20, 2014	Council Meeting to adopt the 2015 Budget.

***R. O. No. 228 - 13 - 14. By CITY PLAN COMMISSION. January 20, 2014.**

Your Commission to whom was referred R.O. No. 234-12-13 by the City Clerks submitting a communication from Nsight regarding City of Sheboygan Ordinance and telecommunication facilities within residentially zoned districts; wishes to report this matter was discussed at the regular meeting of the City Plan Commission January 14, 2014, and after due consideration, recommends the R.O. be filed.

***R. O. No. 229 - 13 - 14. By CITY PLAN COMMISSION. January 20, 2014.**

Your Commission to whom was referred Res. No. 111-13-14 by Alderperson Hammond authorizing the purchase of 812 New Jersey Avenue for the purposes of adding to the adjacent City of Sheboygan owned development site; 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.

***R. O. No. 230 - 13 - 14. By CITY PLAN COMMISSION. January 20, 2014.**

Your Commission to whom was referred Res. No. 121-13-14 by Alderperson Versey authorizing the sale of City owned property formerly known as 1014 and 1016 Erie Avenue; 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.

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.

Lies over under the rules.

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.

R. O. No. 233 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting a communication from Mi-Tech on behalf of St. Nicholas Hospital requesting an encroachment on City of Sheboygan road right-of-way in order to construct a private fiber network among the area's health cares.

Was referred to the City Plan Commission.

R. O. No. 234 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting a communication from ExteNet Systems, Inc., requesting an encroachment upon portions of N. 18th St. and Erie Ave. for the purpose of installation of new underground conduit structures for fiber optic cable.

Was referred to the City Plan Commission.

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.

Was referred to the City Plan Commission.

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.

Was referred to the City Plan Commission.

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.

Was referred to the City Plan Commission.

R. O. No. 238 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting a Summons and Complaint in the matter of Donald W. Keniston vs. City of Sheboygan et al.

Was referred to the Committee on Finance.

R. O. No. 239 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting a communication from Meals on Wheels asking to purchase the piece of land immediately north of the property they purchase last year.

Was referred to the Committee on Finance.

R. O. No. 240 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Was referred to the Committee on Law and Licensing.

R. O. No. 241 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting a communication from Asher Heimermann stating his concerns regarding Dave's Who's Inn.

Was referred to the Committee on Law and Licensing.

R. O. No. 242 - 13 - 14. By BUILDING INSPECTION. January 20, 2014.

We hereby submit the report of the Building Inspection Department for the month of October, November, December and year end for 2013.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 243 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting a communication from Randall Martinek to request a waiver from the Sex Offender Residency restrictions in order to live at a TLP at 1123/1125 N. 14th St. or 930A Michigan Ave.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 244 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting a communication from George Harris requesting a waiver from the Sex Offender Residency restrictions in order to live at 1633 Heller Ave.

Was referred to the Committee on Public Protection and Safety.

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.

Was referred to the Sheboygan Transit Commission.

RESOLUTIONS INTRODUCED

Res. No. 124 - 13 - 14. By Alderperson Hammond. January 20, 2014.

A RESOLUTION authorizing combining City of Sheboygan Wards 2, 3 and 12 for the upcoming Primary Election on February 18, 2014.

WHEREAS, the City of Sheboygan has three (3) wards that are in County Supervisory District #2, and

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, and

RESOLVED: That the Common Council of the City of Sheboygan hereby designates First Congregational Church as the polling place for Wards 2, 3 and 12 for the Primary Election to be held on February 18, 2014 only, for the seat of County Board Supervisor for District #2.

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 2, 3 and 12.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Wee, Versey 15.

Nays: None.

Res. No. 125 - 13 - 14. By Alderpersons Hammond, VanderWee, Heidemann, Donohue and Carlson. January 20, 2014.

A RESOLUTION approving the FY 2014 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$863,000 in entitlement Community Development Block Grant (CDBG) funds is estimated in 2014 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities, and

WHEREAS, the Strategic Fiscal Planning Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds, and

WHEREAS, the Strategic Fiscal Planning Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2014 Community Development Block Grant submission, including the various certifications for the funds, and

WHEREAS, the Strategic Fiscal Planning Committee recommends the funds be distributed as follows:

Street Improvements	\$350,000
Neighborhood Imp/Historic Preservation	\$151,400
NRSA No. 1 Officers	\$ 30,000
Partners for Community Development	\$ 22,500
Habitat for Humanity	\$ 7,500
Salvation Army	\$ 32,707
Sheboygan County Interfaith Organ.	\$ 5,000
Family Service Association	\$ 8,000
Safe Harbor	\$ 7,700
Mental Health America	\$ 2,500
Shoreline Metro	\$ 42,493
Family Connections	\$ 2,000
Tee Box, Inc.	\$ 3,600
Lakeshore CAP	\$ 20,000
Lakeshore Community Health Center	\$ 5,000
Program Administration	\$172,600

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

January 20, 2014

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2014 funds for the activities approved by the Strategic Fiscal Planning Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Strategic Fiscal Planning Committee, assurances contained therein and to provide any other information requested by HUD.

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Versey || 14.

Nays: None.

Abstain: VanderWeele || 1.

Res. No. 127 - 13 - 14. By Alderperson Heidemann. January 20, 2014.

A RESOLUTION authorizing advertising for bids for the 2014 Concrete Sidewalk Program.
Was referred to the Committee on Public Works.

Res. No. 128 - 13 - 14. By Alderperson Heidemann. January 20, 2014.

A RESOLUTION authorizing advertising for bids for the sanitary sewer relay of N.20th St. from Cleveland Ave. to Geele Ave.

Was referred to the Committee on Public Works.

Res. No. 129 - 13 - 14. By Alderperson Heidemann. January 20, 2014.

A RESOLUTION to declare the second Saturday in May, International Migratory Bird Day.
Was referred to the Committee on Public Works.

Res. No. 130 - 13 - 14. By Alderperson Heidemann. January 20, 2014.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Spectrum Lighting, LTD, for the purposes of supplying replacement light poles at the Sheboygan Business Center.

Was referred to the Committee on Public Works.

REPORTS OF COMMITTEES

***R. C. No. 277 - 13 - 14. By LAW AND LICENSING. January 20, 2014.**

Your Committee to whom was referred, R. O. No. 211-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that the following license be granted upon the application being corrected, and with a warning to include all violations on future applications.

TAXICAB DRIVER'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
8177	McKenzie, David J.

***R. C. No. 278 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. January 20, 2014.**

Your Committee to whom was referred R. O. No. 224-13-14 by the City Clerk submitting a communication from Ron Seefeldt living at 1607 N. 15th St. requesting impacted parking for his vehicle; recommends that the document be accepted and placed on file and the Police Department will do an impact study between Cambridge and Heller on N. 15th St.

***R. C. No. 279 - 13 - 14. By LAW AND LICENSING. January 20, 2014.**

Your Committee to whom was referred, R. O. No. 187-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that the following license be granted upon the application being corrected, and with a warning to include all violations on future applications.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>
0225	Lee, Ammee

R. C. No. 280 - 13 - 14. By LAW AND LICENSING. January 20, 2014.

Your Committee to whom was referred, R. O. No. 199-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that the Beverage Operator's license #0237 be denied

January 20, 2014

based upon her failure to accurately reveal all convictions on her Beverage Operator's license application and her record of violations related to the licensed activity.

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

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey 15.

Nays: None.

***R. C. No. 281 - 13 - 14. By LAW AND LICENSING. January 20, 2014.**

Your Committee to whom was referred, pursuant to R. O. No. 219-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be granted with various caveats (indicated below):

CHANGE OF PREMISE (Permanent)

Adding an area to the west of the current bar area for a gaming room/sports bar in the NW corner of the motel on the first floor of the Executive Bar located at 723 Center Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>
0254	Abhold, Sarah F.
0258	Baughman, Matthew James
8495	Beinemann, Jesse P.
8207	Benirschke, Hayley E.
*0253	Berg, Stacey L.

***Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.**

7863	Brendel, Katie A.
0260	Edson, Tom C.
0257	Hansen, Eric Harper
0259	Lindquist, Nicholas C.
0252	Lucrelli, Brenda S.
0250	Maxey, Josh D.
0255	Ruskiewicz, Amanda M.
8377	Schroeder, Sarah E.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
0251	Biller, Colleen L.
5224	Gaumer, Michael B.
0261	Lorenzo, Cynthia

MASSAGE ESTABLISHMENT LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1685	Bonelli, Robyn	1812 Superior Ave.
2727	Bonjour Massage	1327 N. 8 th St.
2258	Curative Therapies LLC	604 Erie Ave.
2689	Integrated Massage Therapy	1014 Dillingham Ave.
2523	Nouvelle Salon & Day Spa	1520 Union Ave.
2463	Professional Massage Therapy	1509 N. 13 th St.
2804	Reflections Spa	725 Blue Harbor Dr.
1701	Salon Sase	631 Riverfront Dr.
2496	Salus Face and Body Studio	1327 N. 8 th St.

R. C. No. 282 - 13 - 14. By STRATEGIC FISCAL PLANNING COMMITTEE. January 20, 2014.

Your Committee to whom was referred Res. No. 62-13-14 authorizing taking the appropriate steps to seek to participate as a signatory in the Green Tier Charter for Legacy Communities as set forth by the Wisconsin Department of Natural Resources; recommends the attached Substitute Resolution be passed.

Was accepted and adopted.

***R. C. No. 283 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. January 20, 2014.**

Your Committee to whom was referred Res. No. 113-13-14 by Alderperson Carlson adopting the Sheboygan County, Wisconsin Hazard Mitigation Plan Update; recommends that the Resolution be passed.

***R. C. No. 284 - 13 - 14. By PUBLIC WORKS. January 20, 2014.**

Your Committee to whom was referred Res. No. 114-13-14 by Alderperson Heidemann executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.; recommends passing the Resolution.

***R. C. No. 285 - 13 - 14. By PUBLIC WORKS. January 20, 2014.**

Your Committee to whom was referred Res. No. 115-13-14 by Alderperson Heidemann authorizing the construction of the federally funded non-motorized traffic calming projects at various locations throughout the City; recommends that the Resolution be passed.

***R. C. No. 286 - 13 - 14. By PUBLIC WORKS. January 20, 2014.**

Your Committee to whom was referred Res. No. 116-13-14 by Alderperson Heidemann authorizing advertising for bids for the Water Street Park retaining wall repair; recommends that the Resolution be passed.

***R. C. No. 287 - 13 - 14. By PUBLIC WORKS. January 20, 2014.**

Your Committee to whom was referred Res. No. 117-13-14 by Alderperson Heidemann executing a one-year lease for agricultural property in the City of Sheboygan; recommends that the Resolution be passed.

***R. C. No. 288 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. January 20, 2014.**

Your Committee to whom was referred Res. No. 123-13-14 by Alderperson Carlson designating the City's Emergency Management Director and developing the process for annually updating the City's Emergency Management Plan; recommends that the Resolution be passed.

R. C. No. 289 - 13 - 14. By SALARIES AND GRIEVANCES. January 20, 2014.

Your Committee to whom was referred Gen. Ord. No. 47-13-14 by Alderperson Donohue amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add/change/delete various positions of the Table of Organization; recommends that the attached Substitute Ordinance which includes the changed job description of the Fire Chief be passed.

Was accepted and adopted.

RESOLUTIONS ON SECOND READING

***Res. No. 111 - 13 - 14. By Alderperson Hammond. December 16, 2013.**

A RESOLUTION authorizing the purchase of 812 New Jersey Avenue for the purpose of adding to the adjacent City of Sheboygan owned development site.

WHEREAS, the property is a former convent owned by Ss. Cyril Church and is vacant;

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 \$70,000;

RESOLVED, that the Common Council authorizes the Mayor and City Clerk to sign all appropriate conveyance documents for 812 New Jersey Avenue 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.

***Res. No. 121 - 13 - 14. By Alderperson Versey. January 6, 2014.**

A RESOLUTION authorizing the sale of City-owned property formerly known as 1014 and 1016 Erie Avenue.

WHEREAS, the City purchased and demolished these properties and combined the parcels into one parcel;

WHEREAS, Habitat for Humanity is interested in purchasing the property for \$10,000 to construct a new single-family, owner-occupied home on the property;

WHEREAS, a requirement on transferring these properties to Habitat for Humanity is that the properties shall not be re-sold and their primary use shall be to construct new single-family homes to match the current architectural of the housing units within the nearby neighborhood (at least two stories) and to comply with the Erie Avenue Design Guidelines.

RESOLVED, that the Common Council authorizes the Mayor and City Clerk to act on behalf of the City and sign all appropriate documents related to the transfer of the residential property.

Subs. of Res. No. 62 - 13 - 14. By Alderpersons Carlson, Hammond, Donohue, Heidemann and VanderWeele. January 20, 2014.

A RESOLUTION authorizing taking the appropriate steps to seek to participate as a signatory in the Green Tier Charter for Legacy Communities as set forth by the Wisconsin Department of Natural Resources.

WHEREAS, the Center on Wisconsin Strategy, the Wisconsin Department of Natural Resources, have created a Green Tier Charter for Legacy Communities with goals of:

1. Assisting municipalities in achieving superior environmental performance, and
2. Improving the quality of life and economic vitality of communities, and
3. Helping municipalities and the DNR address water management issues in a holistic, water-based manner, and
4. Assisting municipalities in preparing, implementing, and improving the overall watershed plan that integrates the municipality's full range of water resources, and
5. Assisting municipalities in preparing, implementing and improving over time a sustainability plan that reduces a municipality's impact on the environment, and
6. Facilitating access to state and federal funding for projects and activities related to this Charter, and
7. Realizing taxpayer savings through reduced municipal expenditures on motor vehicle fuels and energy resulting from efficient development patterns, and
8. Achieving other demonstrable and measureable environmental improvements beyond what is required by local, state, or federal law, and

WHEREAS, the Green Tier Legacy Communities Program is seeking partnerships with local units of government in furtherance of the Green Tier Charter goals; and

WHEREAS, the City will benefit from such a partnership with the Green Tier Legacy Communities Program; and

WHEREAS, taking concrete steps to protect earth's climate is the common interest of every living thing in Sheboygan; and

WHEREAS, joining other municipalities in this effort may be the most effective way to meet the challenge of climate change; and

WHEREAS, the Sheboygan Sustainable Task Force recommends the City join this partnership.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan authorizes appropriate City staff to complete the DNR approved application requesting consideration for participation as a signatory to the Green Tier Charter for Legacy Communities and submitting of same to the DNR and the Legacy Communities Green Tier Steering Committee.

BE IT FURTHER RESOLVED: That the application indicates that the City will pursue the sustainability component of the Charter.

BE IT FURTHER RESOLVED: That said application will commit the City to meeting the requirements of the Charter and applicable appendices and will provide a schedule for implementing our program, a commitment to assign the resources necessary to participate in the Charter, and the identity of a technical point of contact and a contact person intended to serve as the City's representative.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Substitute Resolution was passed, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Wee, Versey 11 15.

Nays: None.

***Res. No. 113 - 13 - 14. By Alderperson Carlson. December 16, 2013.**

A RESOLUTION adopting the *Sheboygan County, Wisconsin Hazard Mitigation Plan Update*.

WHEREAS, the City of Sheboygan recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the City of Sheboygan participated jointly in the planning process with the other local units of government within the County to prepare the Hazard Mitigation Plan Update.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby adopts the *Sheboygan County, Wisconsin Hazard Mitigation Plan Update* as an official plan.

BE IT FURTHER RESOLVED: That the Sheboygan County Emergency Management Department will submit on behalf of the participating municipalities the adopted Hazard Mitigation Plan Update to Wisconsin Emergency Management and Federal Emergency Management Agency officials for final review and approval.

***Res. No. 114 - 13 - 14. By Alderperson Heidemann. December 16, 2013.**

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.

January 20, 2014

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2014 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wilson.

***Res. No. 115 - 13 - 14. By Alderperson Heidemann. December 16, 2013.**

A RESOLUTION authorizing the construction of the federally funded non-motorized traffic calming projects at various locations throughout the City.

RESOLVED: That the Department of Public Works is hereby directed to proceed with the construction of the federally funded non-motorized traffic calming projects at various locations throughout the City.

***Res. No. 116 - 13 - 14. By Alderperson Heidemann. December 16, 2013.**

A RESOLUTION authorizing advertising for bids for the Water Street Park retaining wall repair.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the Water Street Park retaining wall repair, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

***Res. No. 117 - 13 - 14. By Alderperson Heidemann. December 16, 2013.**

A RESOLUTION authorizing executing a one-year lease for agricultural property in the City of Sheboygan.

RESOLVED: That the Mayor is hereby authorized and directed to execute the attached lease with Paul Rammer for the 2014 agricultural use of approximately 20.46 acres land bordering South Business Drive in the City of Sheboygan.

***Res. No. 123 - 13 - 14. By Alderperson Carlson. January 6, 2014.**

A RESOLUTION designating the City's Emergency Management Director and developing the process for annually updating the City's Emergency Management Plan.

RESOLVED: That the Fire Chief or his designee shall be designated as the Emergency Management Director for the City.

BE IT FURTHER RESOLVED: That in addition to the emergency management duties set forth in Section 323.15, Wis. Stats., the Emergency Management Director shall be responsible for coordinating and assisting in developing and annually updating the City's emergency management plan, consistent with the County and State plans of emergency management, in consultation with appropriate department heads or their designees.

BE IT FURTHER RESOLVED: That the Public Protection & Safety Committee shall be responsible for review and recommendation to the Common Council of all proposed emergency management plans and plan updates.

ORDINANCES ON SECOND READING

Subs. of Gen. Ord. No. 47 - 13 - 14. By Alderpersons Donohue, Dassler, Hammond and VanderWeele. January 20, 2014.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add/change/delete various positions of the Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section A. 3, 4, City Development, City Clerk's Office; Section B. 1, 5, Department of Public Works, Wastewater Treatment Division, Section C. 1, Fire Department, and in Section D. 1, Police Department as follows:

**A. CITY HALL DEPARTMENTS
3. CITY DEVELOPMENT**

	Job Code	Grade	NO. of Employees
Delete			
Director of Development & Planning	A07003D	15D	1
Community/Development Specialist	A07061D	5	1
Neighborhood/Development Specialist	A07072D	6D	1
Add			
Director of Development & Planning	A07003D	13	1
Community/Development Specialist	A07061D	6	1
Neighborhood/Development Planner	A07072D	7	1

4. CITY CLERK'S OFFICE

Delete			
Deputy City Clerk	A05025N	6G	1

	Add			
	Deputy City Clerk	A05025N	5	1
B.	DEPARTMENT OF PUBLIC WORKS			
1.	DEPARTMENT OF PUBLIC WORKS			
	Delete			
	Director of Public Works	A08003D	15C	1
	Add			
	Director of Public Works	A08003D	14	1
5.	WASTEWATER TREATMENT DIVISION			
	Delete			
	Superintendent – WWTP	H08000D	12A	1
	Add			
	Superintendent – WWTP	H08000D	10	1
C.	FIRE DEPARTMENT			
1.	Fire Department – Sworn Officers			
	Delete			
	Fire Chief	A09000D	14B	1
	Add			
	Fire Chief	A09000D	15	1
D.	POLICE DEPARTMENT			
1.	Police Department			
	Delete			
	Police Chief	A10001D	14B	1
	Add			
	Police Chief	A10001D	15	1

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 job descriptions shall be in effect from and after its passage and publication.

On motion by Alderperson Donohue and second by Alderperson Bohren, the foregoing Substitute Ordinance was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichuk, Pentico, Thiel, Vander Weele, Versey (15).

Nays: None.

ORDINANCES INTRODUCED

Gen. Ord. No. 49 - 13 - 14. By Alderpersons VanderWeele and Van Akkeren. January 20, 2014.

AN ORDINANCE amending Gen. Ord. No. 17-13-14 by Alderpersons VanderWeele and Van Akkeren granting ExteNet Systems, Inc., its successors and assigns, the privilege of encroaching upon described portions of the City's right-of-way located in the area of Union Ave. and S. 17th St. in the City of Sheboygan for the purpose of installing new underground conduit structures for fiber optic cable *in order to correct the description*.

Lies over under the rules.

Gen. Ord. No. 50 – 13 – 14. By Alderpersons Thiel and Lewandoske. January 20, 2014.

AN ORDINANCE granting St. Nicholas Hospital, its successors and assigns, the privilege of encroaching upon described portions of City of Sheboygan road right-of-way located in the area of Superior Ave. and N. Taylor Dr. in the City of Sheboygan for the purpose of constructing a private fiber network among the area's health cares.

Was referred to the City Plan Commission.

Gen. Ord. No. 51 – 13 – 14. By Alderpersons Thiel and Lewandoske. January 20, 2014.

AN ORDINANCE granting ExteNet Systems, Inc., its successors and assigns, the privilege of encroaching upon described portions of N. 18th St. and Erie Ave. in the City of Sheboygan for the purpose of installation of new underground conduit structures for fiber optic cable.

Was referred to the City Plan Commission.

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.

Was referred to the City Plan Commission.

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.

Was referred to the City Plan Commission.

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.

Was referred to the City Plan Commission.

MATTERS LAID OVER

R. O. No. 197 -13-14. By CITY PLAN COMMISSION. December 2, 2013.

Your Commission to whom was referred Gen. Ord. No. 44-13-14 amending the City's zoning map to establish the Use District Classification of recently annexed property owned by DHP, LLC and located at SW corner of N. 36th Street and Wilgus Avenue to SC Suburban Commercial; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 26, 2013, and after due consideration, recommends approval of the General Ordinance.

Gen. Ord. No. 44 – 13 - 14. By Alderpersons Lewandoske and Thiel. November 18, 2013.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to establish the Use District Classification of recently annexed property located at the southwest corner N. 36th Street and Wilgus Avenue.

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 establishing the Use District Classification of the following described annexed lands as Class SC Suburban Commercial Classification:

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOLUME 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE. (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88°46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00°26'17" W 654.80' TO A POINT ON THE CENTER LINE OF WILGUS AVE. SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST R/W LINE OF N. 36TH ST. AND SAID CENTER LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE N 63°54'43" W ALONG SAID CENTER LINE 129.30' TO THE NW CORNER OF THE C.S.M., THENCE S 00°21'17" W ALONG THE WEST LINE OF SAID C.S.M. 195.81' TO THE SW CORNER OF LOT 1 OF SAID C.S.M., THENCE N 88°38'47" E ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION, 176.36' TO A POINT ON THE EAST R/W LINE OF N. 36TH ST., THENCE N 00°26'17" E ALONG SAID EAST R/W LINE AND ITS EXTENSION 105.51' TO A POINT ON THE CENTER LINE OF WILGUS AVE., THENCE N 63°54'43" W ALONG SAID CENTER LINE 66.56' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 26,573.07 SQ. FT. OR 0.61 ACRES.

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.

On motion by Alderperson Versey and second by Alderperson Carlson, the Report of Officer was accepted and placed on file and the Ordinance was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey □ 15.

Nays: None.

R. O. No. 216 - 13 - 14. By DIRECTOR OF PLANNING & DEVELOPMENT. January 6, 2014.

Submitting a communication from Mr. David Gass, Rohde Dales, on behalf of his client Office Service Company, LLP, in regards to their interest in purchasing an additional 3.7 acre parcel of land in the Sheboygan Business Center for future building expansions.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Report of Officer was accepted and adopted, on call of the roll:

January 20, 2014

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey □ 15.
Nays: None.

R. O. No. 217 - 13 - 14. By DIRECTOR OF PLANNING & DEVELOPMENT. January 6, 2014.

Submitting a request from Chad Pelishek, Director of Planning & Development, accepting \$117,000 in sponsorship contribution towards the 2014, 2015, and 2016 City's Independence Day Celebration from Johnsonville Sausage, LLC.

Johnsonville Sausage has been a major sponsor to the City's Independence Day celebration and has agreed to another three-year contribution as follows:

2014: \$39,000

2015: \$39,000

2016: \$39,000

The Sheboygan County Chamber of Commerce Tourism, the City's Tourism Entity is contracted by the City of Sheboygan to manage the Independence Day Celebration and will provide promotional opportunities for the event utilizing Johnsonville's logo.

Tourism shall request the funds from Johnsonville on a yearly basis on or before March 31 of each year to be used towards the event.

On behalf of the City of Sheboygan, Johnsonville continued commitment to many that enjoy this yearly event should be applauded.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Report of Officer was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey □ 15.

Nays: None.

Res. No. 120 - 13 - 14. By Alderperson Hammond. January 6, 2014.

A RESOLUTION authorizing the sale of approximately 3.7 acres of land in the Sheboygan Business Center to Office Service Company, LLP.

WHEREAS: The price per acre per the selling policies is \$22,000, therefore the total approximate price for 3.7 acres shall be \$81,400.

RESOLVED: That the Mayor and City Clerk are authorized to sign all documents necessary for transfer of the above property.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey □ 15.

Nays: None.

CONVENE INTO CLOSED SESSION

A MOTION TO CONVENE IN CLOSED SESSION was made by Alderperson Hammond and second by Alderperson Carlson, under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., where competitive or bargaining reasons require a closed session for the purpose of deliberating regarding long-term strategy regarding city-owned property known as the Armory, passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey □ 15.

Nays: None.

A MOTION TO RECONVENE IN OPEN SESSION was made by Alderperson Hammond and second by Alderperson Carlson, a Resolution by Alderpersons Hammond, Carlson, Heidemann, VanderWeele and Donohue authorizing the purchasing agent to prepare and issue a request for proposals for the adaptive re-use and/or redevelopment of the Former Armory at 516 Broughton Drive.

Res. No. 126 - 13 - 14. By Alderpersons Hammond, Carlson, Heidemann, VanderWeele and Donohue. January 20, 2014.

A RESOLUTION authorizing the purchasing agent to prepare and issue a request for proposals for the adaptive re-use and/or redevelopment of the Former Armory at 516 Broughton Drive.

WHEREAS: The Strategic Fiscal Planning Committee met and discussed a long-term strategy for the property,

January 20, 2014

WHEREAS: The Strategic Fiscal Planning Committee recommends that the request for proposals be issued with a due date of October 31, 2014 and that the Strategic Fiscal Planning Committee be the committee to review the proposals and/or hold interviews with interested parties, and make a recommendation to the Common Council:

RESOLVED: That the Common Council authorizes the Purchasing Agent to prepare and issue a request for proposals for the re-use or redevelopment of the Former Armory property.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Resolution was passed, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey □ 15.

Nays: None.

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey □ 15.

Nays: None.

Mayor

City Clerk