

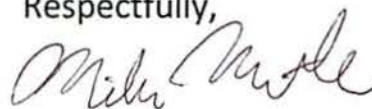
*****ATTACHMENTS*****

Resignation

To the members of the Harbor Center BID Board,

I hereby resign my position as board member effective 12/01/2012 as my business is no longer located within the district boundaries. It was my pleasure to serve and I look forward to working with you in the future.

Respectfully,

A handwritten signature in cursive script that reads "Mike Miller".

Mike Miller

Expedition Outdoor Supply

Resignation

To the members of the Harbor Center BID Board,

I hereby resign my position as board member and President effective 12/1/2012 as I am no longer able to attend early meetings due to increased family and business concerns. I am grateful for having had the opportunity to serve on the board of this fine organization, I offer my best wishes for its continued success, and I look forward to working together in the future.

Sincerely,

Caitlin Brotz

Caitlin Brotz-McNitt

Proposed Harbor Centre BID Board 2013

Name	Term Expires	Type
Pamela Butler Channel	12/31/14	Business Owner
Ryan Moeller	12/31/14	Business Owner
David Gass	12/31/13	Business Owner
Tom Brickley	12/31/13	Business Owner
Mike Vandersteen	12/31/13	Business Owner
Eileen Simenz	12/31/14	Property Owner
William Holbrook	12/31/14	Property Owner
Larry Schaefer	12/31/14	Property Owner
David Haneman	12/31/13	Property Owner
David Sanderson	12/31/13	Property Owner
Mayor's Appointee	12/31/14	City Government

12

Very Dear Madam



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

Submitting various license applications.

Susan Richards
City Clerk

TEMPORARY "CLASS B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1329	Sheb Blue Line Charitable	1202 Wildwood Ave - one-day event to be held 3-13-13.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1470	Alliant Energy	4421 Tower Dr.
2138	JR's Tree Service	1429 N 26 th St
1727	Millhome Nursery & Greenhouses	N9573 Rhine Rd. Elkhart Lake
2688	Parms Landscape Management	3734 Enterprise Dr
2735	R & R Tree Cutting Service	6533 Hwy 28, Sheboygan Falls
2183	Restoration Gardens	6018 Superior Ave., Kohler
2169	T & L Services	15854 Center Rd., Cleveland

MASSAGE ESTABLISHMENT LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1001	Accent Therapeutics	3119 Main Ave.
2586	In Balance Therapeutics	832 N 6 th St
2523	Nouvelle Salon & Day Spa	1520 Union Ave
1701	Salon Sase	631 Riverfront Dr

SECONDHAND JEWELRY/ARTICLE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2749	British International	10261 N Scottsdale Rd, Scottsdale, AZ
2881	Great American Estate Road	300 N Martingale Rd Schaumburg, IL
2932	Recool	1410 N 29 th St

III

VI

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. January 7, 2013.

Your Committee to whom was referred the following:

1. R. O. No. 227-12-13 by Building Inspection Department submitting their report for September 2012;
2. R. O. No. 228-12-13 by Building Inspection Department submitting their report for October 2012; and
3. R. O. No. 229-12-13 by Building Inspection Department submitting their report for October 2012;

recommends that the documents 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

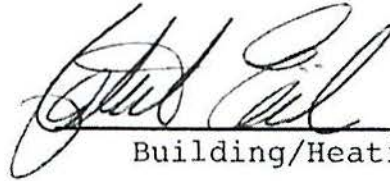
II

4.2

R. O. No. 227 - 12 - 13. By BUILDING INSPECTION DEPARTMENT.
December 17, 2012.

We hereby submit the report of the Building Inspection Department for
the month of: - September 2012.

~~PPS~~
ac + fill



Building/Heating Inspector

11

11

11

CASH RECEIPTS

	<u>September 2011</u>	<u>September 2012</u>
Contractors Licenses	1,925.00	1,820.00
Building Permits	22,245.80	32,716.61
Projecting Sign Fees	290.00	25.00
Electrical Permit Fees	24,180.00	7,935.00
Heating Permit Fees	11,740.00	6,365.00
Sales Tax	1.80	4.59
Plumbing Permit Fees	1,288.00	1,688.00
Sewer Permit Fees	1,000.00	0.00
Occupancy Permit Fees	450.00	500.00
Board of Appeals	300.00	500.00
Misc. General Revenue	86.20	92.15
Plan Examining Fees	1,000.00	1,975.00
Code Books	0.00	0.00
State Stamps	0.00	40.00
Rooming House Permit Fees	0.00	0.00
Erosion Control Fees	0.00	100.00
Penalty Fees	615.00	1,059.00
Cash Over, Short or Refund	0.00	50.00-
Contractors Escrow	917.00	897.00
Weight & Measure license	1,240.00	0.00
Clearwater Inspection Fees		<u>1,480.00</u>
TOTAL:	67,458.80	57,152.35

CASH RECEIPTS

September 2012	September 2011	
1,820.00	1,920.00	Contractors Licenses
22,710.61	22,242.80	Building Permits
22.00	200.00	Protecting Sign Fees
7,935.00	24,100.00	Electrical Permit Fees
6,262.00	11,740.00	Heating Permit Fees
4.25	1.80	Sales Tax
1,588.00	1,288.00	Plumbing Permit Fees
0.00	1,000.00	Sewer Permit Fees
200.00	450.00	Occupancy Permit Fees
200.00	300.00	Board of Appeals
92.15	85.20	Misc. General Revenue
1,975.00	1,000.00	Plan Examining Fees
0.00	0.00	Code Books
40.00	0.00	State Stamps
0.00	0.00	Rooming House Permit Fees
100.00	0.00	Erosion Control Fees
1,050.00	815.00	Permit Fees
20.00	0.00	Cash Over, Short or Refund
897.00	917.00	Contractors Escrow
0.00	1,240.00	Weight & Measure License
1,180.00		Clearwater Inspection Fees
57,152.35	67,458.30	TOTAL:

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE		1		260,000.00		480.00
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	2	3	3,087.00	40,000.00	388.80	532.801
NEW COMMERCIAL NEW MISC -NON RES.	1		500,000.00		831.60	
STORAGE BLDG -RES.	1	5	2,400.00	18,900.00	50.00	267.60
STORAGE BLDG - NON-RES		1		45,000.00		57.80
ALT & ADD'NS -RES.	162	129	932,374.00	800,551.00	11,269.00	9370.00
ALT & ADD'NS - NON-RES	19	19	1,032,638.00	2,558,474.00	7,103.20	18,408.55
WRECKING	2	2	8,500.00	600.00	188.20	164.28
MOVING						
SIGNS	11	11	117,914.95	48,902.95	1,100.00	1,505.58
FENCES/POOLS/DECKS/DRIVEWAYS	33	41	86,076.00	73,155.00	1,445.00	1,730.00
TANKS						
MISCELLANEOUS	1	1			50.00	200.00
TOTALS	232	213	2,704,489.95	3,845,582.95	22,425.80	32,716.61
PERMIT TYPES	#OF PERMITS					
ELECTRICAL	25	22	1,137,420.00	336,841.00	24,180.00	7,935.00
HEATING	37	48	637,957.00	333,414.00	11,740.00	6,365.00
PLUMBING	26	26			1,288.00	1,688.00
SEWER					1,000.00	
TOTALS	93	99	1,775,377.00	670,255.00	38,208.00	15,988.00
GRAND TOTALS OF THE ABOVE	254	233	3,324,112.67	4,515,837.95	60,633.80	48,704.61

II

4.3

R. O. No. 228 - 12 - 13. By BUILDING INSPECTION DEPARTMENT.
December 17, 2012.

We hereby submit the report of the Building Inspection Department for
the month of: - October 2012.

*PP+S.
acc + fill*



Building/Heating Inspector

5.1

II

YES

CASH RECEIPTS

	<u>October 2011</u>	<u>October 2012</u>
Contractors Licenses	2,610.00	2,905.00
Building Permits	18,966.55	78,279.85
Projecting Sign Fees	275.00	100.00
Electrical Permit Fees	13,230.00	26,755.00
Heating Permit Fees	3,745.00	14,740.00
Sales Tax	10.89	4.26
Plumbing Permit Fees	1,800.00	4,456.00
Sewer Permit Fees	500.00	500.00
Occupancy Permit Fees	600.00	1,000.00
Board of Appeals	150.00	250.00
Misc. General Revenue	265.52	134.97
Plan Examining Fees	600.00	3,000.00
Code Books	0.00	0.00
State Stamps	0.00	0.00
Rooming House Permit Fees	120.00	110.00
Erosion Control Fees	0.00	0.00
Penalty Fees	613.00	505.00
Cash Over, Short or Refund	10.00-	945.00-
Contractors Escrow	845.00	3,341.10
Weight & Measure license	0.00	2,119.00

TOTAL: 44,320.96 139,535.18

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE						
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	1	5	13,500.00	51,300.00	135.60	831.20
NEW COMMERCIAL NEW MISC -NON RES.		1		3,700,000.00		31,353.00
STORAGE BLDG -RES.	2	1	3,500.00	2,550.00	100.00	50.00
STORAGE BLDG - NON-RES	1		42,000.00		302.40	
ALT & ADD'NS -RES.	150	149	848,239.00	1,107,264.00	10,500.00	11,720.65
ALT & ADD'NS - NON-RES	17	20	507,142.00	3,248,546.00	5,250.00	32,880.00
WRECKING	1		1,000.00		50.00	
MOVING						
SIGNS		3		6,418.00		200.00
FENCES/POOLS/DECKSDRIVEWAYS	5	23	138,455.00	149,012.00	1,918.55	1,160.00
TANKS						
MISCELLANEOUS		2		3,000.00		85.00
TOTALS	192	204	1,582,086.00	8,268,090.00	18,966.55	78,279.85
PERMIT TYPES	#OF PERMITS					
ELECTRICAL	44	73	619,690.00	1,118,680.00	13,230.00	26,755.00
HEATING	36	58	209,338.00	823,526.00	3,745.00	14,740.00
PLUMBING	23	35			1,800.00	4,456.00
SEWER	1	1			500.00	500.00
TOTALS	104	167	829,028.00	1,942,206.00	19,275.00	46,451.00
GRAND TOTALS OF THE ABOVE	296	371	2,411,114.00	10,210,296.00	38,241.55	124,730.85

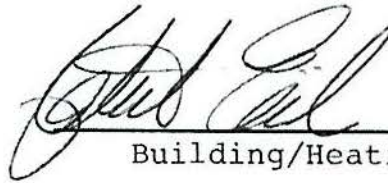
II

4.4

R. O. No. 229 - 12 - 13. By BUILDING INSPECTION DEPARTMENT.
December 17, 2012.

We hereby submit the report of the Building Inspection Department for
the month of: - November 2012.

PP + 5
ac + file



Building/Heating Inspector

4.6

II

4.6

CASH RECEIPTS

	November 2011	November 2012
Contractors Licenses	25,120.00	48,020.00
Building Permits	16,446.80	14,744.70
Projecting Sign Fees	50.00	150.00
Electrical Permit Fees	4,320.00	11,855.00
Heating Permit Fees	3,785.00	13,175.00
Sales Tax	2.48	7.11
Plumbing Permit Fees	2,296.00	1,960.00
Sewer Permit Fees	0.00	0.00
Occupancy Permit Fees	450.00	150.00
Board of Appeals	0.00	0.00
Misc. General Revenue	95.71	144.89
Plan Examining Fees	700.00	1,300.00
Code Books	0.00	0.00
State Stamps	0.00	0.00
Rooming House Permit Fees	330.00	150.00
Erosion Control Fees	0.00	0.00
Penalty Fees	965.00	1,556.10
Cash Over, Short or Refund	130.00-	.50
Contractors Escrow	1,076.60-	861.90
Weight & Measure license	1,324.00	8,422.00
Clearwater Inspection Fees		1,960.00
TOTAL:	54,678.39	104,457.20

TOTAL:

24,878.38

02,724,401

STEELMAKER INSPECTION FEE		1,390.00
METAL & METALIC LICENSE	1,334.00	8,433.00
CONTRACTORS BACUM	1,018.80-	881.80
CHRY SLER' SHOW OF BEHND	130.00-	.20
BEHNDLY FEE	382.00	1,228.10
EXHIBIT CONDUCT FEE	0.00	0.00
BOOTHING HOUSE BEHND FEE	330.00	120.00
STATE STAMPS	0.00	0.00
CODE BOOKS	0.00	0.00
BYEN EXAMINING FEE	100.00	1,300.00
MISC. GENERAL BEHND	32.11	144.88
BOYD OF YPBEST	0.00	0.00
CONTRACTOR BEHND FEE	420.00	120.00
GENERAL BEHND FEE	0.00	0.00
BYENING BEHND FEE	5,280.00	1,280.00
SALES TAX	5.88	1.11
HEADING BEHND FEE	3,182.00	13,112.00
ELECTRIC BEHND FEE	4,330.00	11,322.00
PROFESSION STAN FEE	20.00	120.00
BYENING BEHND	10,448.80	14,144.80
CONTRACTOR LICENSE	32,130.00	48,050.00

исдепрег 3011

исдепрег 3013

СУАН ЕСЕИЫЛ

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE						
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	2	3	19,000.00	36,000.00	379.20	346.8
NEW COMMERCIAL NEW MISC -NON RES.		1		662,000.00		1,587.60
STORAGE BLDG -RES.	5	1	10,400.00	800.00	250.00	50.00
STORAGE BLDG - NON-RES		1		6,700.00		50.00
ALT & ADD'NS -RES.	125	99	824,094.00	618,142.00	9,615.60	7,310.00
ALT & ADD'NS - NON-RES	13	8	472,062.00	281,384.00	4,830.00	2,850.00
WRECKING		4		129,200.00		720.20
MOVING						
SIGNS	10	10	48,932.00	54,597.39	1,197.00	1,540.10
FENCES/POOLS/DECKSDRIVEWAYS	5	7	11,992.00	14,285.00	205.00	290.00
TANKS						
MISCELLANEOUS	1				50.00	
TOTALS	161	134	1,386,480.00	1,803,108.39	16,526.80	14,744.70
PERMIT TYPES	#OF PERMITS					
ELECTRICAL	30	25	185,944.00	517,657.00	4,320.00	11,855.00
HEATING	37	48	258,209.75	681,721.75	3,785.00	13,175.00
PLUMBING	26	26			2,296.00	1,960.00
SEWER						
TOTALS	93	99	444,153.75	1,199,378.75	10,401.00	26,990.00
GRAND TOTALS OF THE ABOVE	254	233	1,830,633.75	3,002,487.14	26,927.80	41,734.70

IX

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. January 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 45-12-13 by Alderperson Heidemann creating a zone limits so as to create a parking zone on the south side of Heller Ave. between N. 16th St. and N. 15th St. where no parking, standing, or stopping is permitted between 7 a.m. and 4 p.m. on school days; recommends that the Ordinance 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

XI

X

7.5

Gen. Ord. No. 45 - 12 - 13. By Alderperson Heidemann. December 17, 2012.

AN ORDINANCE creating a zone limits so as to create a parking zone on the south side of Heller Avenue between N. 16th Street and N. 15th Street where no parking, standing, or stopping is permitted between 7 a.m. and 4 p.m. on school days.

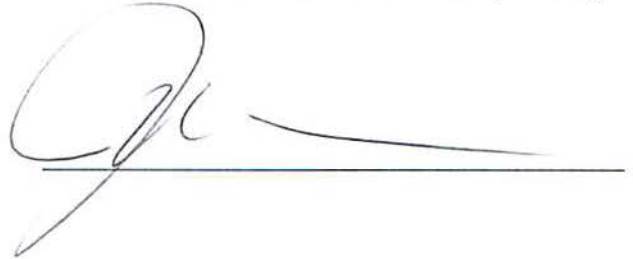
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the south side of Heller Avenue from the east curb line of N. 16th Street to 88 feet east of the east curb line of N. 15th Street is hereby added to the list of locations where no parking, standing, or stopping is permitted between 7 a.m. and 4 p.m. on school days.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

*PPS
approve*



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

X

72

45

IX

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY.
January 7, 2013.

Your Committee to whom was referred Gen. Ord. No. _____ - 12 -13 by Alderperson Van Akkeren adding limitations on the east side and west side of Gateway Drive from Behrens Parkway; recommends that the attached Substitute Ordinance 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. - 12 - 13. By Alderperson Van Akkeren.
January 7, 2013.

AN ORDINANCE adding limitations on the east side and west side of Gateway Drive from Behrens Parkway.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the east and west side of Gateway Drive from 870 feet north of the north curb line of Behrens Parkway to 1,110 feet north of the north curb line of Behrens Parkway is made a no parking zone.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

IX

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY.
January 7, 2013.

Your Committee to whom was referred Gen. Ord. No. _____ - 12 -13 by Alderperson Van Akkeren creating additional parking limits on the west side and east side of Gateway Drive from Behrens Parkway; recommends that the attached Substitute Ordinance 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

IX



Subs. of Gen. Ord. No. - 12 - 13 . By Alderperson Van Akkeren.
January 7, 2013.

AN ORDINANCE creating additional parking limits on the west side and east side of Gateway Drive from Behrens Parkway.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", no parking, standing, or stopping shall be permitted anytime on the west side and east side of Gateway Drive from 365 feet north of the north curb line of Behrens Parkway to 870 feet north of the north curb line of Behrens Parkway.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



II

R. O. No. _____ - 12 - 13. By PURCHASING AGENT. January 7, 2013.

Submitting the State of WI Contract Pricing for the purchase of police duty vehicles for the Sheboygan Police Department.

(5) 2013 Ford **Utility** Interceptor Vehicles including License and Title fees.....\$ 141,782

This Purchase is will begin re-establishment of the former Fleet Management Plan which assures the orderly replacement of all marked Police vehicles over a three year period and is included in the 2013 Budget for this purchase.

The vehicles to be replaced will be sold in the most lucrative manner and all proceeds will be applied to the approved budget for the new vehicle purchase.

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

III

II

R. O. No. _____ - 12 -13. By PURCHASING AGENT. January 7, 2013.

Submitting a tabulation of proposals received for the complete replacement and upgrade of all controls for the 8th Street Bridge.

Item	Oilgear, Inc. Milwaukee WI	Pieper Electric Inc. Milwaukee WI
Complete Replacement of controls as specified	\$ 324,250.00	\$284,803.00
Estimated time to complete the work after receipt of Purchase Order	16-20 weeks	15 weeks

In addition, Pieper Electric included two voluntary alternates in their proposal that upon further review by the Department of Public Works make sense to consider in conjunction with the project:

Replacement of the North pier control cabinet including the transfer of the contents from the current rusted steel cabinet to a new aluminum cabinet, as well as providing the City with as built drawings of the contents at a total additional cost of \$ 23,782.00

Replacement of the bridge position resolver interfaces (2) with new units at a total additional cost of \$ 3,645.00

The recommendation is to award the contract to Pieper Electric Inc, including the two alternates at a total cost of \$312,230.00.

According to the City Treasurer, there is currently \$320,000.00 available in the 2013 budget for this expenditure.

Respectfully submitted,

Bernard R. Rammer

III

II

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

Submitting a communication from Andrew Sarber requesting a waiver from the Sex Offender Residency restrictions in order to live at 1412 N. 16th St.



City Clerk

II

Handwritten text, possibly a signature or name, written in blue ink.

DEC 17 '12 PM 3:15

Date 12-8-12

My name is Andrew E. Carber

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1412 N. 16th St.

Sheboygan, WI 53081

Signature andy carber

Phone No 608-658-8081

II

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

Submitting a communication from Leo Hernandez, Jr. requesting a waiver from the Sex Offender Residency restrictions in order to live at 1303 Maryland Ave.



City Clerk

II

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

JAN 3 '13 PM 1:45

CITY OF SHEBOYGAN

PUBLIC PROTECTION AND SAFETY COMMITTEE

APPLICATION FOR WAIVER OF
SEXUAL OFFENDER RESIDENCY RESTRICTIONS

This application is pursuant to Section 70-265 of Sheboygan Municipal Code. Consistent with the policies set forth in Wisconsin Statute sections 938.299 and 938.78 mandating confidentiality, appeals involving juvenile offenders or offenses will be held in closed session, unless otherwise noted.

IMPORTANT: THIS APPLICATION SHOULD BE TYPED OR PRINTED IN BLOCK LETTERS IN BLACK INK.

DATE: 1-2-13

NAME: Leo Hernandez Jr

DATE OF BIRTH: 09-26-1983

CURRENT ADDRESS: 1303 Maryland
1227 Kentucky ave

EMPLOYER: N/A

ADDRESS OF EMPLOYER: N/A

HIGHEST LEVEL OF EDUCATION COMPLETED: 9th

AGES & RELATIONSHIPS OF THOSE WHO CURRENTLY LIVE WITH YOU
(Do not list names): 2 boy friend 7 stepdaughter 4 daughter
3 son

ADDRESS THAT YOU WISH TO MOVE TO IN SHEBOYGAN: 1303 Maryland

AGES & RELATIONSHIPS OF THOSE WHO WOULD LIVE IN THE HOME YOU WISH TO MOVE TO
(Do not list names): My girlfriend & children

COMPLETE LIST OF YOUR PREVIOUS RESIDENTIAL ADDRESSES: Don't have
information at the time

II

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

Submitting a communication from Johnathan Pirwitz requesting 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. depending on availability.



City Clerk

III

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

JAN 4 '13 AM 10:47

DATE: 01/03/2013

My name is: Johnathan Pirwitz

I am requesting a waiver to the Sexual Residency Requirements so

I may live at:

A TLP – 1123 N. 14th Street, 1125 N. 14th Street or 930-A

Michigan Avenue depending on availability.

Signature:

Phone No:

Dally Rook for J. Pirwitz

(920) 459-6545

II

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

Submitting a communication from James Cahala-Gierke requesting a waiver from the Sex Offender Residency restrictions in order to live at 1416 S. 9th St.

Susan Richards

City Clerk

JAN 4 '13 AM 10:16

Date January 4th 2013

My name is James Cahala - Gierke.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1416 S. 9th St

Sheboygan Wis.

Signature James Cahala - Gierke

Phone No 287-2448

II

R. O. No. _____ - 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.

Susan Richards

City Clerk

II

Handwritten text, possibly a signature or name, written in blue ink.



450 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

II

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

Submitting a communication from Jim Baumgart, Sheboygan County Supervisor - 5th District, regarding safety issues in the area of 606 St. Clair Ave. making it difficult for people in the complex to be picked up especially when snow and ice are present.



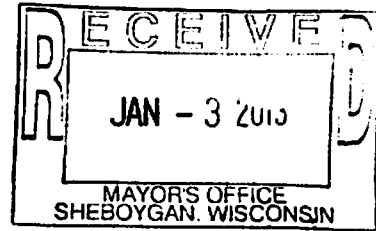
City Clerk

II

Handwritten text, possibly a signature or name, written in blue ink.

January 1, 2013

Mayor Terry Van Akkeren
Sheboygan City Hall
828 Center Avenue
Sheboygan, WI 53081



Dear Mayor Van Akkeren:

In late October I wrote to you about a call I received from Marianne Merklein, 606 St. Clair Avenue in Sheboygan (920 452-3063). She explained that she and a number of people living in her apartment complex have difficulty walking (she uses a walker) thus has a problem being picked up because of the blockage of parked vehicles at that location. She indicated that once the snow and ice collects, the situation becomes an issue of safety.

You were good enough to send a city employee to check the situation out. He called and indicated the location was difficult for people to be picked up and would be even more difficult when snow and ice was present. If I recall correctly, I thought he said there was a traffic or safety committee that could review the issue and look at possible options. Merklein called recently to say the snow and ice has returned to her location and she has not heard if any solution might be at hand?

I did remind Marianne Merklein that this is a city issue and she should be working with you, the correct city department and her Alderpersons. Mary Lynne Donohue and Kevin Matichek, her Alderpersons, were sent copies of my October letter.

If the parking and safety issue has been or is presently being reviewed, Marianne Merklein said she would like to know what is happening? I let her know that I would forward her request and concerns to you and her Alderpersons so a contact can be made.

Sincerely,

Jim Baumgart, Sheboygan County
Supervisor - 5th District

CC Marianne Merklein
606 St. Clair Avenue
Sheboygan, WI 53081
(920) 452-3063

Kevin Matichek
1114 North 9th Street
Sheboygan, WI 53081
(920) 254-1410

Mary Lynne Donohue
418 St. Clair Avenue
Sheboygan, WI 53081
(920) 458-1027

Lastly, I would like to wish you, all city employees and elected officials a wonderful and peaceful new year.

II

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

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



City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2013)

2951 Bar Unique	1034 Michigan Ave
2953 Night Moves I	1210 Michigan Ave
2949 Prohibition Bistro	668 South Pier Dr

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9838	Barbar, David W.	2502 Mandy Cir.
9848	Conley, Amy M.s, Robert J.	704 Broughton Dr.
4677	Forey, Jamie L.	3430A Eisner Ct.
9846	Herren, Celia M.	1328 MacArthur Ave.
9845	Patel, Akshay K.	908 Washington St., Manitowoc
9849	Prucha, Mark J.	1420 Illinois Ave.
9842	Quintero, Anna L.	103 Evans Ct., Sheboygan Falls
9837	Shimek, Laura M.	1106 Florida Ave.
8706	Shufflebotham, Jonathan P.	1322 S. 20 th St.
9841	Smith, Kyle, C.	705 Wilson Ave., Cleveland
9843	Turbyfill, Austin P.	2601 Main Ave.
2468	Wenninger, Jared A.	W5742 Badger Rd., Elkhart Lake

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9791	Esteves, Angel L.	1429 N. 10 th St.
9844	Rondeau, Terry M.	3703 S 12 th St.
6657	Scheibl, Jessica	2706 Georgia Ave.
7760	Villarreal, Brenda J.	829 Huron Ave.
9847	White, James J.	1013 Superior Ave.

III

abstract work



Res. No. _____ - 12 - 13. By Alderperson Heidemann. January 7, 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 2013 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wilson.

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

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2013, 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 Moenning 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/
59030-454960	S 1/2 of S.E. S.W., Sec. 10	<u>455120 & 455140</u>
59030-455120	W 1/2 of N.W. S.E., Sec. 10	Parcel Ident. No.
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, 2013 through December 31, 2013.

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, 2013.

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 _____, 2013.

LESSEE

BY: _____

David L. Gartman

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

Dated this ____ day of _____, 2013.

CITY OF SHEBOYGAN (LESSOR)

BY:

Terry Van Akkeren
Mayor

ATTEST:

Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2013.

Stephen G. McLean
City Attorney

This document is authorized by and in accordance with Res. No.
-12-13.

III

Res. No. _____ - 12 - 13. By Alderperson Van Akkeren. January 7, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of Five (5) Police Department patrol duty Police Utility Interceptor All-wheel-drive vehicles.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford for the purchase of Five (5) 2013 Ford Utility Interceptors at a cost of \$141,782.50 under the State of Wisconsin Contract.

BE IT FURTHER RESOLVED: That the City of Sheboygan is not required to submit these vehicles to public bid under the exemptions provided when accessing a governmental contract, and as such waives the requirement for public bidding.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Police Department Account Number 201140-641199 and in payment of same.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor





Res. No. _____ - 12 - 13. By Alderperson Heidemann. January 7, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete upgrade and replacement of the bridge control systems for the 8th Street Bridge.

WHEREAS: The control systems for the 8th Street bridge were originally installed in 1995 and have become obsolete, unreliable and can no longer be repaired and;

WHEREAS: The proper, dependable operation of the 8th Street Drawbridge is not only crucial to both vehicle and marine traffic but is also required by the Federal Government as it bridges a Federally controlled waterway and sets the stage for future up-river development following the recent dredging and;

WHEREAS: The City solicited proposals for the complete replacement of the controls from two vendors engaged in bridge control system upgrades.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Pieper Electric, Inc. for the provision and replacement of all necessary control hardware and software to assure the City of dependable long term continued operation of the 8th Street Bridge, at a base cost of \$284,803.00.

BE IT FURTHER RESOLVED: The Department of Public Works is recommending that the City authorize two voluntary options included in the Pieper proposal, the replacement and rebuilding of a rusted cabinet control cabinet (\$23,782.00), and a replacement of the resolver interface (\$3645.00). The total cost with desired alternates is then \$312,230.00



BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds on account 47233170-631100 in payment for the work.

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. _____ - 12 - 13. By Alderperson Hammond. January 7, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Combined Dispatch Intergovernmental Cooperative Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Combined Dispatch Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County, a copy of which is attached hereto and incorporated herein.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

Res. No. _____ - 12 - 13. By Alderpersons Hammond and Heidemann.
January 7, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Multipurpose Trail Intergovernmental Cooperative Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Multipurpose Trail Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County, in form substantially similar to the attached.

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

MULTIPURPOSE TRAIL
INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. PARTIES. The parties to the Agreement are the **CITY OF SHEBOYGAN** (City), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. PURPOSE. City and County have collaborated on applying for and receiving grant money for the purchase of the former Chicago & Northwestern (now Union Pacific) railroad corridor between Pennsylvania Avenue and Martin Avenue in the City to be converted into a multipurpose bicycle and pedestrian trail ("the Trail"). Upon County taking title to the corridor, this Agreement is intended to establish a division of responsibilities between the City and County in the operation and maintenance of the Trail.

3. EFFECTIVE DATE; TERM; TERMINATION.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Initial Term; Renewals. The initial term of this Agreement shall extend through December 31, 2025. This Agreement shall automatically renew for additional ten- (10-) year terms unless either party provides the other with written notice of intent to non-renew at least twelve (12) months prior to the end of the initial term and at least twelve (12) months prior to the end of each renewal term thereafter.

C. Termination – Cause Not Necessary. During the initial term, this Agreement may not be terminated by either party except for cause. After the initial term, the Agreement may be terminated by either party for any reason by written notice of termination provided to the other party not later than two (2) years before the termination becomes effective.

D. Termination for Cause. Either party may terminate this Agreement at any time during the initial term or a renewal thereof in the event of a material default by the other party which default is not cured within two hundred forty (240) days after defaulting party's receipt of written notice of such default. If the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within two hundred forty (240) days, the cure period shall be extended as reasonably necessary.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation. Both parties represent that their respective governing bodies have authorized the entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall be responsible for designing the Trail and arranging for its initial construction, including paving, drainage, signage, and lighting.

B. County shall be responsible for long-term maintenance and repair of the Trail.

C. County shall give to City a permanent easement notwithstanding non-renewal of the Agreement under Paragraph 3 to use the Trail for such waterlines, storm sewer, and other utilities as City may need, provided such use does not interfere with Trail use.

D. County shall maintain liability and property insurance as it deems necessary and appropriate.

E. County shall be responsible for replacing old signs.

F. County shall be responsible for the cost of any replacement lighting.

6. RESPONSIBILITIES OF CITY.

A. Provided such use does not interfere with public street right-of-way usage by City, City shall give to County easement rights or right-of-way rights for trail purposes in a manner which is permanent notwithstanding nonrenewal of the Agreement under Paragraph 3 at the following locations as shown generally on the Plat of Rights-of-Way required for Bikes/Pedestrian Facilities – Pennsylvania Avenue – Martin Avenue approved by Sheboygan County dates November 1, 2011 (the specific location paths to be as mutually agreed by the parties):

1. merging onto the intersection of Center Avenue and North Commerce Street;

2. traversing along North Commerce Street to Wisconsin Avenue;

3. traversing the Sheboygan River north of Erie Avenue;

4. traversing the right-of-way adjacent to North 13th Street from Erie Avenue to St. Clair Avenue;

5. traversing St. Clair Avenue;

6. traversing Michigan Avenue;

7. traversing Michigan Avenue;

8. traversing Huron Avenue;

9. traversing Superior Avenue and Calumet Drive;
10. traversing Saemann Avenue;
11. traversing Calumet Drive at Sibley Court; and
12. traversing Geele Avenue.

B. City shall transfer to County easement rights or rights-of-way as mutually agreed by the parties in a manner which is permanent notwithstanding nonrenewal of the Agreement under Paragraph 3 over City-owned lands adjacent to County's acquisition as necessary to allow the paved portions of the Trail, together with its sides, to be at least eighteen (18) feet wide.

C. City shall provide such patrol of the Trail as the parties may agree to be necessary to identify hazards, impediments, damaged or removed signs, etc.

D. City shall provide such day-to-day maintenance and grooming, including snow removal and grass cutting, as may be necessary and appropriate.

E. City shall integrate the Trail into City's other park and trail facilities.

F. City shall adopt such ordinances as are necessary to regulate the Trail consistent with its ordinance regulating its other trails within the City.

G. City shall provide the labor for replacing any lights as provided by County.

H. City shall quit claim any right, title, or reversionary interest it may have in a manner which is permanent notwithstanding nonrenewal of the Agreement under Paragraph 3 in the Trail property being purchased by County from Union Pacific.

I. City shall amend its zoning code as may be necessary to allow the use of the Trail.

7. ALLOCATION OF COSTS.

A. **Initial Purchase and Conversion.** The costs for the initial purchase, construction, conversion, and signage of the Trail will be borne by County through the use of County property, tax revenues, and grant money, except that City shall contribute the sum of Two Hundred Thirty-one Thousand Nine Hundred Fifty Dollars (\$231,950.00) to support local match grant requirements. City portion of the funding shall be from the Community Development Block Grant Program (CDGB). Of the above amount, One Hundred Fourteen Thousand Five Hundred Seventeen Dollars (\$114,517.00) will help purchase the real property for the Trail. The remaining One Hundred

Seventeen Thousand Four Hundred Thirty-three Dollars (\$117,433.00) will be allocated toward reconstructing the Trail's bridge across the Sheboygan River.

County shall act as a sub-grantee to City's CDBG program and both City and County agree to follow all CDBG federal requirements on this subject including environmental reviews and the Davis Bacon Act. City shall provide County with two payments—the first payment after the closing of the real estate in the amount of One Hundred Fourteen Thousand Five Hundred Seventeen Dollars (\$114,517.00) and the second payment of One Hundred Seventeen Thousand Four Hundred Thirty-three (\$117,433.00) after construction commences.

B. Annual Ongoing Maintenance Costs. County shall be financially responsible for the costs of all long-term maintenance and repair of the Trail.

C. Day-to-day Maintenance and Repairs. City shall be financially responsible for the patrol and maintenance as provided under Paragraph 6, above.

D. Utility Bills. City shall be financially responsible for any electric bills arising from the Trail lights.

E. Additional Service Costs. Both parties may enter into additional agreements for other services which are not a part of this Agreement. Each party shall individually be responsible for the costs associated with such additional agreements.

8. ADMINISTRATION. County shall be deemed the "lead agency" for purposes of administering this Agreement. County shall confer and consult with City on the protocols that it will be utilizing in administering the Trail.

9. TITLE TO PROPERTY. In the event that this Agreement expires or is otherwise terminated without cause after the initial term, any property rights related to tangible or intangible assets acquired by either party pursuant to this Agreement shall be retained by said party, and any ongoing maintenance shall accrue to County.

10. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. City and County agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the state Circuit Court does not have jurisdiction over a matter in dispute.

11. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any

III

Res. No. _____ - 12 - 13. By Alderperson Heidemann. January 7, 2013.

A RESOLUTION authorizing a two (2) year extension from hooking up to the mini-storm sewer adjacent to property located at 3814 S. 17th Place for John Verhage.

RESOLVED: That the Common Council authorize a two (2) year extension from hooking up to the mini-storm sewer adjacent to property located at 3814 S. 17th Place for John Verhage.

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

December 14, 2012

To: Sheboygan Public Works Committee,

This letter is to request a (2) year extension from hooking up to the mini-storm sewer adjacent to my property at 3814 S. 17th Place. I have no problems with clear water on this property or adjacent properties. I will not hold the City of Sheboygan responsible for any loss or damage stemming from the introduction of clear water into the city's sanitary sewer system.

John Verhage

A handwritten signature in black ink that reads "John Verhage". The signature is written in a cursive style with a large, prominent initial "J".

3814 S. 17th Place
Sheboygan, WI 53081
(920) 452-5773

COMMON COUNCIL

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

NINETEENTH REGULAR MEETING

The Council met: Monday, January 7, 2013.

Mayor Van Akkeren in the Chair:

On call of the roll, the following Alderpersons were present:

Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler VanderWeele, Wangemann-13.

Absent and excused: Hammond, Van Akkeren, Versey – 3.

On motion by Alderperson Carlson and second by Alderperson Bohren, the reading of the minutes of the Eighteenth Regular Meeting held December 17, 2012 were approved as entered on the record, all Alderpersons present voting "Aye".

RESIGNATIONS

To the Members of the Harbor Centre BID Board,

I hereby resign my position as board member and President effective 12/1/2012 as I am no longer able to attend early meetings due to increased family and business concerns. I am grateful for having had the opportunity to serve on the board of this fine organization, I offer my best wishes for its continued success, and I look forward to working together in the future.

Sincerely,

CAITLIN BROTZ-MCNITT

On motion by Alderperson Carlson and second by Alderperson Bohren, the resignation was accepted and filed, all Alderpersons present voting "Aye."

To the Members of the Harbor Centre BID Board,

I hereby resign my position as board member effective 12/01/2012 as my business is no longer located within the district boundaries. It was my pleasure to serve and I look forward to working with you in the future.

Respectfully,

MIKE MILLER

Expedition Outdoor Supply

On motion by Alderperson Carlson and second by Alderperson Bohren, the resignation was accepted and filed, all Alderpersons present voting "Aye."

On motion by Alderperson Hammond and second by Alderperson Carlson, the following documents notated with an asterick (*) were accepted and placed on file, accepted and adopted, or passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

CONFIRMATION OF MAYOR'S APPOINTMENTS

December 17, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Peter Fetterer to be considered for appointment to the Historic Preservation/Housing Rehabilitation Loan Commission to fill the unexpired term of Jonathan Dolson whose term expires 4/22/13.

On motion by Alderperson Carlson and second by Alderperson Bohren, the appointment was confirmed, all Alderpersons present voting "Aye."

REPORTS OF OFFICERS

*R. O. No. 233 - 12 - 13. By CITY CLERK. January 7, 2013.

Submitting various license applications.

TEMPORARY "CLASS B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1329	Sheb Blue Line Charitable	1202 Wildwood Ave – one-day event to be held 3-13-13.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1470	Alliant Energy	4421 Tower Dr.
2138	JR's Tree Service	1429 N 26 th St
1727	Millhome Nursery & Greenhouses	N9573 Rhine Rd. Elkhart Lake
2688	Parms Landscape Management	3734 Enterprise Dr
2735	R & R Tree Cutting Service	6533 Hwy 28, Sheboygan Falls
2183	Restoration Gardens	6018 Superior Ave., Kohler
2169	T & L Services	15854 Center Rd., Cleveland

MASSAGE ESTABLISHMENT LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1001	Accent Therapeutics	3119 Main Ave.
2586	In Balance Therapeutics	832 N 6 th St
2523	Nouvelle Salon & Day Spa	1520 Union Ave
1701	Salon Sase	631 Riverfront Dr

SECONDHAND JEWELRY/ARTICLE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2749	British International	10261 N Scottsdale Rd, Scottsdale, AZ
2881	Great American Estate Road	300 N Martingale Rd Schaumburg, IL
2932	Recool	1410 N 29 th St

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.

Was referred to City Plan Commission.

R. O. No. 235 - 12 -13. By PURCHASING AGENT. January 7, 2013.

Submitting a tabulation of proposals received for the complete replacement and upgrade of all controls for the 8th Street Bridge.

Item	Oilgear, Inc. Milwaukee WI	Pieper Electric Inc. Milwaukee WI
Complete Replacement of all controls as specified	\$ 324,250.00	\$284,803.00
Estimated time to complete the work after receipt of Purchase Order	16-20 weeks	15 weeks

In addition, Pieper Electric included two voluntary alternates in their proposal that upon further review by the Department of

Public Works make sense to consider in conjunction with the project:

Replacement of the North pier control cabinet including the transfer of the contents from the current rusted steel cabinet to a new aluminum cabinet, as well as providing the City with as built drawings of the contents at a total additional cost of \$23,782.00

Replacement of the bridge position resolver interfaces (2) with new units at a total additional cost of \$ 3,645.00

The recommendation is to award the contract to Pieper Electric Inc, including the two alternates at a total cost of \$312,230.00.

According to the City Treasurer, there is currently \$320,000.00 available in the 2013 budget for this expenditure.

Respectfully submitted, Bernard R. Rammer

Was referred to Finance and Public Works.

R. O. No. 236 - 12 - 13. By CITY CLERK. January 7, 2013.

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

Was referred to Law and Licensing.

R. O. No. 237 - 12 - 13. By CITY CLERK. January 7, 2013.

Submitting a communication from Andrew Sarber requesting a waiver from the Sex Offender Residency restrictions in order to live at 1412 N. 16th St.

Was referred to Public Protection and Safety.

R. O. No. 238 - 12 - 13. By CITY CLERK. January 7, 2013.

Submitting a communication from Leo Hernandez, Jr. requesting a waiver from the Sex Offender Residency restrictions in order to live at 1303 Maryland Ave.
Was referred to Public Protection and Safety.

R. O. No. 239 - 12 - 13. By CITY CLERK. January 7, 2013.

Submitting a communication from Johnathan Pirwitz requesting 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. depending on availability.
Was referred to Public Protection and Safety.

R. O. No. 240 - 12 - 13. By CITY CLERK. January 7, 2013.

Submitting a communication from James Cahala-Gierke requesting a waiver from the Sex Offender Residency restrictions in order to live at 1416 S. 9th St.
Was referred to Public Protection and Safety.

R. O. No. 241 - 12 - 13. By CITY CLERK. January 7, 2013.

Submitting a communication from Jim Baumgart, Sheboygan County Supervisor – 5th District, regarding safety issues in the area of 606 St. Clair Ave. making it difficult for people in the complex to be picked up especially when snow and ice are present.
Was referred to Public Protection and Safety.

R. O. No. 242 - 12 - 13. By PURCHASING AGENT. January 7, 2013.

Submitting the State of WI Contract Pricing for the purchase of police duty vehicles for the Sheboygan Police Department.

(5) 2013 Ford **Utility** Interceptor Vehicles including License and
Title fees.....\$ 141,782

This Purchase is will begin re-establishment of the former Fleet Management Plan which assures the orderly replacement of all marked Police vehicles over a three year period and is included in the 2013 Budget for this purchase. The vehicles to be replaced will be sold in the most lucrative manner and all proceeds will be applied to the approved budget for the new vehicle purchase.

Respectfully submitted, Bernard R. Rammer, Purchasing Agent
Was referred to Public Protection and Safety.

RESOLUTIONS INTRODUCED

Res. No. 120 – 12 – 13. By Alderperson Heidemann. January 7, 2013.

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

Res. No. 121 - 12 - 13. By Alderperson Hammond. January 7, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Combined Dispatch Intergovernmental Cooperative Agreement.

Res. No. 122 - 12 - 13. By Alderpersons Hammond and Heidemann. January 7, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Multipurpose Trail Intergovernmental Cooperative Agreement.
Was referred to Finance and Public Works.

Res. No. 123 - 12 - 13. By Alderperson Heidemann. January 7, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete upgrade and replacement of the bridge control systems for the 8th Street Bridge.
Was referred to Finance and Public Works.

Res. No. 124 - 12 – 13. By Alderperson Van Akkeren. January 7, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of Five (5) Police Department patrol duty Police Utility Interceptor All-wheel-drive vehicles.
Was referred to Public Protection and Safety.

Res. No. 125 - 12 - 13. By Alderperson Heidemann. January 7, 2013.

A RESOLUTION authorizing a two (2) year extension from hooking up to the mini-storm sewer adjacent to property located at 3814 S. 17th Place for John Verhage.
Was referred to Public Works.

REPORTS OF COMMITTEES

***R. C. No. 312 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. January 7, 2013.**

Your Committee to whom was referred the following:

1. R. O. No. 227-12-13 by Building Inspection Department submitting their report for September 2012;
2. R. O. No. 228-12-13 by Building Inspection Department submitting their report for October 2012; and
3. R. O. No. 229-12-13 by Building Inspection Department submitting their report for October 2012;

recommends that the documents be accepted and placed on file.

***R. C. No. 313 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. January 7, 2013.**

Your Committee to whom was referred Gen. Ord. No. 45-12-13 by Alderperson Heidemann creating a zone limits so as to create a parking zone on the south side of Heller Ave. between N. 16th St. and N. 15th St. where no parking, standing, or stopping is permitted between 7 a.m. and 4 p.m. on school days; recommends that the Ordinance be passed.

***R. C. No. 314 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. January 7, 2013.**

Your Committee to whom was referred Gen. Ord. No. 44 - 12 -13 by Alderperson Van Akkeren creating additional parking limits on the west side and east side of Gateway Drive from Behrens Parkway; recommends that the attached Substitute Ordinance be passed.

***R. C. No. 315 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. January 7, 2013.**

Your Committee to whom was referred Gen. Ord. No. 43 - 12 -13 by Alderperson Van Akkeren adding limitations on the east side and west side of Gateway Drive from Behrens Parkway; recommends that the attached Substitute Ordinance be passed.

ORDINANCES ON SECOND READING

***Subs. of Gen. Ord. No. 43 - 12 - 13. By Alderperson Van Akkeren. January 7, 2013.**

AN ORDINANCE adding limitations on the east side and west side of Gateway Drive from Behrens Parkway.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the east and west side of Gateway Drive from 870 feet north of the north curb line of Behrens Parkway to 1,110 feet north of the north curb line of Behrens Parkway is made a no parking zone.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

***Subs. of Gen. Ord. No. 44 - 12 - 13. By Alderperson Van Akkeren. January 7, 2013.**

AN ORDINANCE creating additional parking limits on the west side and east side of Gateway Drive from Behrens Parkway.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", no parking, standing, or stopping shall be permitted anytime on the west side and east side of Gateway Drive from 365 feet north of the north curb line of Behrens Parkway to 870 feet north of the north curb line of Behrens Parkway.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned, all Alderpersons present voting "Aye".