

**\*\*\*ATTACHMENTS\*\*\***



October 19, 2015

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration for the Emergency Planning and Preparedness Committee established according to Resolution No. 76-15-16:

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
MICHAEL VANDERSTEEN (MAYOR)	10/19/15	04/30/16
*CHUCK BUTLER (DEPUTY FIRE CHIEF)	10/19/15	04/30/16
*STEVE COBB (POLICE CAPTAIN OF ADMINISTRATION)	10/19/15	04/30/16
CHARLES ADAMS (CITY ATTORNEY)	10/19/15	04/30/16
JASON BLASIOLA (SUPT. OF STREETS & SANITATION)	10/19/15	04/30/16
DEREK MUENCH (DIRECTOR OF PARKING AND TRANSIT)	10/19/15	04/30/16
SANDY ROHRICK (DIRECTOR OF HR & HUMAN RELATIONS)	10/19/15	04/30/16
DAVE AUGUSTIN (INFORMATION TECHNOLOGY DIRECTOR)	10/19/15	04/30/16
SHARON THIESZEN (WASTEWATER TREATMENT PLANT SUPT.)	10/19/15	04/30/16
JOE TRUEBLOOD (WATER UTILITY SUPERINTENDENT)	10/19/15	04/30/16

NON-VOTING MEMBERS

STEVE STEINHARDT (SHEBOYGAN COUNTY EMERGENCY GOVERNMENT DIRECTOR)	10/19/15	04/30/16
KARLYN RADDATZ (HEALTH OFFICER FOR SHEB. COUNTY DIV. OF PUBLIC HEALTH)	10/19/15	04/30/16

\*DEPUTY FIRE CHIEF CHUCK BUTLER SHALL BE DESIGNATED AS THE EMERGENCY MANAGEMENT DIRECTOR; POLICE CAPTAIN OF ADMINISTRATION STEVE COBB SHALL BE DESIGNATED AS THE DEPUTY EMERGENCY MANAGEMENT DIRECTOR.

  
MICHAEL J. VANDERSTEEN, MAYOR

I

2.1

Hearing No.           - 15 - 16. October 19, 2015.

A Hearing to obtain citizen views related to the Community Development Block Grant - Disaster Recover funded project at Pennsylvania Ave. from N. 7<sup>th</sup> St. to N. 4<sup>th</sup> St. in the City of Sheboygan.

Any interested persons may be heard.

15

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II

R. O. No.     - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting various license applications.

\_\_\_\_\_  
City Clerk

SECONDHAND JEWELRY LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1109	Ehrmans Fine Jewelry	815 N. 8 <sup>th</sup> St
1187	Kisiolek Jewelers	1103 N. 8 <sup>th</sup> St.
2297	Music Boxx LLC	1119 N. 8 <sup>th</sup> St.
1741	Sheboyguns Shooter Supply	1822 N. 12 <sup>th</sup> St.
1320	Scroggins Jewelers	621 N. 8 <sup>th</sup> St.

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2547	Friends of the Senior Center	428 Wisconsin Ave. - one-day event to be Held 11/12/15 at the Senior Center Bldg.
2753	The Velvet Curtain	1206 N. 8 <sup>th</sup> St. - four-day event to be Held 10/29/15 to 11/01/15 in the annex Room next to Paradigm.

*Consent*

III

**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. October 19, 2015.

Your Committee to whom was referred R. O. No. 156-15-16 by the City Clerk submitting a communication from Glenn Morrival regarding special assessments that were put on his taxes and requesting that the City pay for the water main damages; recommends that the document be placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV

II

Other Matters

8.2

R. O. No. 156 - 15 - 16. By CITY CLERK. September 21, 2015.

Submitting a communication from Glenn Morrival regarding special assessments that were put on his taxes and requesting that the City pay for the water main damages he describes in his letter.

*Invoice  
File*

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City Clerk

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To whom it may concern,

My name is Glenn Morrival, and I live at 831 Oakland Ave. Sheboygan. 2 years ago a previous tenant of mine did not pay their part of the water bill which resulted in the water main in front of my house to be shut off.

When the water was shut off, the valve broke due to the city worker. The cost of the valve and water main was put onto my taxes for the previous year. I could not afford to pay this tax to the bank and now my house is up for foreclosure. I would be extremely grateful if the city of Sheboygan would pay my bank for the damage of the water main so I may continue to live in my house.

Sincerely,

Glenn Morrival.

*Glenn Morrival 9-19-15*

**SHEBOYGAN COUNTY TREASURER**  
**Parcel Tax Information**

9/18/2015

<u>Municipality</u>	<u>Parcel Number</u>	<u>Geo Code</u>	<u>Acreage</u>	<u>Map</u>	<u>Section-Town-Range</u>
C2	59281313880	1523-351-2700-50-0	0	4LKVPK 02818	

Names & Address

SCHL(5271), SANI(0 :0 ), TCDB(11), TIF(0 )  
 831 OAKLAND AVE  
 SHEBOYGAN, WI 530816037

Situs Address 831 OAKLAND AVE  
Document Information Volume 1986, Page 599  
 (Latest Recorded)

Parcel Description

LAKE VIEW PARK SUBD LOT 23 BLK 28

**Grand Total Due as of Selected Date**

**\$0.00**

**Current Year Taxes**

Tax Year	Bill Type	As of Date	Total Billed	First Credit	Lottery Credit	Tax after Credit	Tax Paid	Interest Paid	Penalty Paid	Total Paid	Tax Due	Interest Through	Penalty Through	Total Due Through Selected Date
2014	Real Estate	09/18/2015	1,262.68	79.15	133.94	1,049.59	1,049.59	0.00	0.00	1,049.59	0.00	0.00	0.00	<u>0.00</u>
2014	Specials	09/18/2015	3,443.14	0	0	3,443.14	3,443.14	0.00	0.00	3,443.14	0.00	0.00	0.00	<u>0.00</u>

**Balances on Tax Certificates (if any)**

Bill Type	As of Date	Bill #	Tax Billed	Tax Paid	Interest Paid	Penalty Paid	Total Paid	Tax Due	Interest Due	Penalty Due	Total Due
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**Assessment History**

General Property

Tax Year	Description	Acreage	Land	Improvements
2014	A-RESIDENTIAL	0.0980	11,200.00	35,600.00
2014	Totals	0.0980	11,200.00	35,600.00
2013	A-RESIDENTIAL	0.0980	17,400.00	43,600.00
2013	Totals	0.0980	17,400.00	43,600.00

Private Forest

Tax Year Description Acreage Land Improvements

GROUND LEASE

*November*  
 This Lease is made, executed and delivered as of the 2<sup>nd</sup> day of ~~October~~, 2015, by and between the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin, with its principal place of business located at 828 Center Avenue, Sheboygan, Wisconsin 53081 ("Landlord"), and PAJA Properties, LLC., 16524 Lax Chapel Road, Kiel, WI 53042 ("Tenant").

ARTICLE I  
GRANT AND TERM

Section 1.01. Premises. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord rents to Tenant, and Tenant rents from Landlord, certain real estate located in the City of Sheboygan, Sheboygan County, Wisconsin, described in Exhibit A, attached hereto, together with all rights and appurtenances belonging or appertaining thereto, and all improvements now or hereafter located thereon ("Premises").

Section 1.02. Term. The term of this Lease shall be for fifty years (50) years. The term shall commence on the date hereof ("Commencement Date") and shall expire at 12:00 midnight on the date which is fifty (50) lease years thereafter ("Expiration Date") unless otherwise terminated earlier hereunder.

Section 1.03. Lease Year. The lease year shall be from January 1 to December 31. However, the first lease year shall commence on the commencement date and end December 31 of that year. The last lease year shall begin January 1 and end the day preceding the 50th anniversary of the commencement date.

Section 1.04. Surrender of Premises. At the expiration or any termination of this Lease, Tenant shall surrender the Premises and all improvements located thereon to Landlord in a well maintained, decent, safe and sanitary condition, or in the alternative, at Landlord's election, surrender the Premises with all Tenant's improvements removed or demolished and cleared, including all rubble and property filled to facilitate redevelopment by Landlord, provided that, if Tenant has given Landlord prior written notice of the name and address of Tenant's mortgagee, Landlord shall have provided written notice of such election to the Tenant's mortgagee, and provided that Tenant's mortgagee or its successors and assigns shall have consented to such election by Landlord or its affiliates to have all Tenant's improvements removed or demolished and cleared. Such prior

consent of Tenant's mortgagee shall not be unreasonably withheld.

The costs of demolition and removal shall be paid by Tenant. If it appears to the Landlord at any time that such provision is not adequately secured, Landlord may require Tenant to post reasonable security to ensure performance of this provision. Failure to post such security shall be a default under the Lease.

Subject to the provisions of Section 3.03, all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all permanent fixtures shall, upon the expiration or termination of this Lease, become the property of Landlord.

Section 1.05. Mooring Facilities Excluded. It is expressly understood and agreed that this Lease does not grant any right, interest or privilege, express or implied, to utilize any dock space or mooring facilities adjacent to the Premises.

## ARTICLE II RENT

### Section 2.01. Rent.

During the initial five-year period of this Lease, the annual calendar-year rent for the land area shall be the sum of Two Thousand Four Hundred and 00/100 (\$2,400.00) Dollars. One half of the annual rent shall be paid by January 31 and the other half will be paid by July 31 of each year. For 2015, the Lessee shall pay a pro-rated rent of \$600.00, which shall be due upon execution of this lease. On the anniversary date of each five-year period (i.e., first day of each five-year period), the CITY may increase the monthly rental to an amount which is equivalent to 1/12<sup>th</sup> of fifteen (15%) percent of the then market value of the said land area. (It is estimated that said land at the signing of this Lease has a market value of twelve thousand (\$12,000.00) dollars. The Tenant shall have the right to appeal the "market value" determination as though such appeal were an appeal as to the assessment of such property, which appeal shall be to the Board of Review of the City of Sheboygan, following their normal appeals procedures. In the event the Board of Review declines jurisdiction, Wisconsin Arbitration Law shall be utilized or such other arbitration as may be agreeable to the parties.

Section 2.02. Past Due Rent. If Tenant fails to pay rent or any other charge due under this Lease when the same is due, the unpaid amount shall, at Landlord's option and without waiving any

other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

Section 2.03. Lien Rights. All rent due and to become due and all other obligations of Tenant to Landlord shall be a first lien on the Premises, and all those holding under Tenant shall be subordinate to Landlord's lien except as hereinafter stated. Landlord shall subordinate its first lien rights of the rent payment to the lien of a first mortgage of Tenant's interest executed for construction of improvements on the premises, provided that the mortgage shall be satisfied in full prior to expiration of the Lease and the mortgage does not otherwise unreasonably jeopardize Landlord's rights hereunder under Section 1.04, and that in the case of a construction mortgage, Tenant provides adequate proof that the proceeds will in fact be utilized for payment of construction expenses. The mortgage in final form shall be submitted for approval of Landlord before it shall become effective.

ARTICLE III  
CONSTRUCTION, ALTERATIONS, FIXTURES, EQUIPMENT

Section 3.01. Plans and Specifications. Tenant shall, at its own expense, prepare plans and specifications for a new building and improvements to be constructed on the Premises, which shall provide for a two-story, shanty-type structure of approximately 2,500 square feet, at a Minimum Investment of \$250,000.00. Minimum Investment includes all buildings and other improvements on the Premises, but shall not include inventory, moveable equipment, personal property items or soft costs. The plans and specifications shall comply with the architectural design guidelines for the "Riverfront Design Guidelines approved by the Landlord, a copy of which is on file with the Department of City Development, except as modified with the consent of the Landlord, attached hereto as Exhibit "B." Within ninety (90) days of the date of this Lease, Tenant shall submit the plans and specifications to Landlord and to the City of Sheboygan Architectural Review Board for written approval or disapproval. Landlord shall in writing approve or disapprove the plans and specifications within sixty (60) days of receipt thereof. If Landlord disapproves of the plans and specifications, Landlord shall give Tenant an itemized statement of the reason therefor, and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of construction. Either party shall have the option to terminate this Lease if resubmitted plans and specifications for the new building and improvements to be constructed on the Premises are

disapproved. Final approved Construction Plans for the improvements shall be attached to this Lease as Exhibit "D" at the time of approval.

Plans and specifications for future improvements or removal of improvements shall be subject to written approval of the Landlord prior to commencement of construction.

Section 3.02. Construction, Alterations, Improvements and Changes. Tenant, at its own expense, shall construct or provide for private construction of a building and/or other improvements on the Premises for the use set forth in Section 6.01 hereof. After the completion of such initial construction, in compliance with Section 3.01 hereof, Tenant shall have the right, without Landlord's prior approval, to make minor alterations and changes to such building and/or other improvements as Tenant may deem necessary, provided that Tenant shall not remove or demolish such building or other improvements without Landlord's prior consent. Prior to undertaking any subsequent structural alterations, improvements or changes after the initial construction, Tenant shall obtain Landlord's prior approval of plans and specifications. Any building and/or other improvements (including initial construction) shall be constructed in full compliance with any and all laws, ordinances, rules and regulations which may govern the same and shall be constructed in accordance with plans and specifications approved by Landlord. Tenant shall be solely liable for obtaining and paying the costs of all governmental permits, licenses and/or approvals necessary to construct the improvements and/or to operate Tenant's business therein. Tenant shall promptly pay all contractors and materialmen for work and supplies and shall not permit any lien to be attached to the Premises. Should any lien be made, Tenant shall bond against or discharge the same within thirty (30) days and hold Landlord harmless against the lien. Tenant shall additionally hold Landlord harmless against any loss or damage by reason of Tenant's construction of any building or improvements on the Premises. Tenant shall not suffer any unauthorized encumbrance to be placed upon the Premises. At Landlord's request, Tenant shall provide Landlord with satisfactory payment and/or performance bonds with regard to any construction hereunder.

Subject to the provisions of Section 11.04, initial construction shall commence no later than three (3) months after the date of execution of this Lease, and shall be substantially completed no later than thirteen (13) months after commencement of construction. In the event that such construction is not commenced or completed by Tenant within the aforesaid time

periods, or the Minimum Investment requirement is not met within said time periods, Landlord shall have the option to terminate this Lease on thirty (30) days' written notice to Tenant. Said option shall be in addition to any other rights of Landlord hereunder.

Section 3.03. Fixtures and Equipment. Tenant may, at its own expense, furnish and install such business and trade fixtures and equipment in and on the Premises as may be necessary or desirable for Tenant's business. Such fixtures and equipment shall remain the personal property of Tenant and shall be removed by Tenant at the expiration or termination of this Lease. Upon removal of such fixtures and equipment, Tenant shall restore the Premises to its condition at the time of their installation, reasonable wear and tear excepted. Tenant's obligation hereunder shall survive the expiration or termination of this Lease.

Business and trade fixtures are generally considered moveable personal property. Fixtures which become part of the real estate and are in the nature of real estate improvements are not considered business and trade fixtures under this section and shall not be removed by Tenant.

Any and all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all fixtures shall remain subject to Tenant's mortgagee's mortgage and/or security interest provided, however, that the mortgage and/or security interest shall be satisfied in full prior to expiration of the Lease term.

#### ARTICLE IV MAINTENANCE, REPAIR, LANDSCAPING AND DESTRUCTION

Section 4.01. Maintenance and Repair by Tenant. Tenant shall, at its own cost and expense, keep and maintain and repair the Premises, including all buildings and improvements of every kind which may be a part thereof (whether interior or exterior, structural or nonstructural); all heating, electrical, air conditioning, ventilating and plumbing equipment therein; and all appurtenances thereto, including private walkways adjacent thereto, in good condition and repair; and shall repair, restore and replace any such improvements which may become inoperable or be destroyed or damaged by fire, casualty or any other cause. Tenant shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and improvements thereon, or any activity or condition on or in the Premises. Tenant shall, at its own

expense, keep the Premises in sanitary, clean and neat order, and keep the sidewalks and parking area free of snow and trash.

Section 4.02. Landscaping. Within one hundred twenty (120) days following Tenant's substantial completion of construction of improvements pursuant to Section 3.02, Tenant shall, at Tenant's sole cost and expense complete landscaping of the Premises. Prior to commencing work on landscaping, Tenant shall submit to Landlord for approval or disapproval the plans and specifications for such landscaping. Landlord shall approve or disapprove the plans and specifications within forty-five (45) days of the receipt thereof. If Landlord disapproves the plans and specifications, Landlord shall give Tenant an itemized statement of the reasons therefor and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of landscaping work.

Tenant shall at all times during the term of this Lease, keep and maintain landscaping on the Premises in accordance with the approved PIP and in accordance with such further and/or additional standards and criteria which may be reasonably established by Landlord.

Section 4.03. Damage or Destruction.

(a) The damage, destruction or partial destruction of any building or other improvement on the Premises shall not release Tenant from any obligation under this Lease. In the event of such damage or destruction, Tenant shall, at its own cost and expense, promptly repair and restore the same to a condition as good or better than that which existed prior to the damage or destruction.

(b) If, at any time during the last five (5) years of the remaining term of this Lease, the leased Premises shall be substantially damaged or destroyed, in whole or in part (which shall mean damage or destruction in an amount equivalent to fifty (50%) percent or more of the then actual replacement value thereof, but without deducting physical depreciation, or to a lesser extent if such a portion thereof shall be damaged or destroyed so as to make it imprudent or unreasonable, in Tenant's reasonable opinion, to use the remaining portion for operations of the type and class immediately preceding such damage or destruction), by fire, collision by aircraft, act of God or other cause beyond the reasonable control of the Tenant, and whether or not insured, in whole or in part against any such cause, the Tenant may,

at its option, terminate this Lease within sixty (60) days after the extent of such damage or destruction has been determined by serving upon the Landlord, at any time within said sixty (60) day period, a ten (10) day written notice of the Tenant's election to so terminate, without any liability of the Tenant to the Landlord, except for the payment of rent, if any, accrued to the date of such termination and full performance, at Tenant's sole cost and expense, of the work of demolition or removal of the remaining portions of the buildings, structures or other improvements so damaged or destroyed and removal of all debris from the leased Premises. In the event this Lease shall be terminated pursuant to the provisions of this paragraph, the insurance proceeds, if any, recovered on account of such damage or destruction under insurance policies shall be paid to the Landlord and retained by the Tenant, as the case may be, after paying or reimbursing Tenant for the demolition or removal of the remaining portion of the buildings, structures or other improvements so damaged or destroyed and the removal of all debris from the leased Premises as follows: the Tenant shall pay to the Landlord such proportion thereof as the number of full lease years immediately preceding the Lease year in which such damage or destruction shall occur bears to fifty (50) years, and the balance of any such remaining proceeds shall be retained by the Tenant.

ARTICLE V  
UTILITIES AND TAXES

Section 5.01. Utilities and Expenses. Tenant shall, during the term of this Lease, fully and promptly pay for all water, sewer, gas, heat, light, power, telephone services and other public utilities of every kind furnished to the Premises and used by Tenant. Tenant shall also pay for hookup and/or lateral charges, if any, required to bring utilities from public streets and access ways. Landlord shall not be liable to Tenant for any interruption in the aforesaid utility service.

Section 5.02. Real Property Taxes. Landlord and Tenant acknowledge and agree that irrespective of ownership, the real property and improvements thereon which form the Premises and Property shall be subject to real estate taxation by the City of Sheboygan and that the lien of such real estate taxes shall be in all respects prior to the lien of any mortgage thereon. Tenant agrees that the Premises shall be subject to real property taxes and assessments in the same manner as if Tenant held fee ownership of the Premises.

Tenant shall, during the term of this Lease, pay and discharge, as they become due, promptly and before delinquency, all real estate and personal property taxes and outstanding assessments, both general and special, and special charges, levied or assessed by any lawful authority, and/or payable during or with respect to each calendar year during the term hereof, against the land, buildings and/or all other improvements on the Premises or against any improvements which may be added thereto. Tenant shall only be obligated to pay installments of special assessments (using the longest amortization schedule available) coming due during the term of this Lease. All such taxes and charges (with the exception of personal property taxes on Tenant's personal property), shall be prorated, if necessary, at the commencement and expiration of the Lease term.

Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed to or levied upon the Premises and required to be paid against Landlord's estate and, if required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonably require, provided, however, that Tenant shall fully indemnify and save Landlord harmless from all loss, cost, damage and expense incurred by or to be incurred by Landlord as a result thereof, and further provided that Tenant shall, at Landlord's request, escrow or post a bond for the full amount of the tax claim pending such proceedings.

#### ARTICLE VI CONDUCT OF BUSINESS

Section 6.01. Condition and Use. Tenant shall use the Premises for restaurant purposes, and for no other use, except with Landlord's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. Tenant shall not sell, permit to be kept, used or sold in or about the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant shall, at its own expense, comply with all requirements of any insurance company necessary for the maintenance of insurance required in this Lease. "Transient" has the meaning given in Section 77.52(2)(a)1., Wis. Stats.

Section 6.02. Waste and Nuisance. Tenant shall comply with all applicable laws, ordinances, regulations and/or deed and plat

restrictions affecting the use and occupancy of the Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Premises.

Section 6.03. Right of Entry. Tenant shall permit Landlord and its agents and employees, upon prior notice, to enter upon the Premises at all reasonable times for the purpose of inspecting the same.

## ARTICLE VII INSURANCE AND INDEMNITIES

Section 7.01. Casualty Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep all buildings or other improvements which are now or hereafter a part of the Premises insured against loss or damage by fire and extended coverage hazards or all-risk coverage at full insurable value based on a replacement cost basis without deduction for depreciation or obsolescence; with a deductible not greater than ten thousand and 00/100 (\$10,000.00) dollars; and with loss payable to Tenant, Landlord and Tenant's mortgagee as their interests may appear. Tenant shall pay the premiums when due and shall comply with the co-insurance provisions thereof, if any.

Section 7.02. Public Liability Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and all business operated thereon, with limits of public liability not less than one million and 00/100 (\$1,000,000.00) dollars for injury or death in any one occurrence, and property damage liability insurance in the amount of one hundred thousand and 00/100 (\$100,000.00) dollars. The policies shall name Tenant, Landlord and Tenant's mortgagee as co-insureds as their interests may appear. Landlord may from time to time during the term of this Lease require increases in the above-stated coverage limits consistent with standards of the insurance industry in the geographical area where the Premises is located.

Section 7.03. Certificates of Insurance. Tenant shall, with respect to any insurance coverage required in this Lease, furnish Landlord with certificates evidencing such insurance and stating that Landlord will be notified in writing thirty (30) days prior to cancellation, material change or nonrenewal of insurance. All such insurance shall be provided by responsible insurance companies licensed to do business in the State of Wisconsin which

have been approved by Landlord. Landlord shall approve all insurers rated A Class XV or higher by A.M. Bests.

In the event that Tenant fails to provide such insurance coverage, Landlord, in addition to its other rights under this Lease, shall have the option to procure such insurance for and on behalf of Tenant. In such event Tenant shall be required to reimburse Landlord for Landlord's costs at the time of payment of the next Rent payment due.

Section 7.04. Loss and Damage. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Landlord shall not be liable for any damage to or loss of property of Tenant or others located on the Premises.

Section 7.05. Hold Harmless. Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant or by any person whosoever may at any time be using or occupying or visiting the Premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Tenant or of any occupant, sub-tenant, visitor or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Tenant shall indemnify Landlord against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Tenant hereby waives all claims against Landlord for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Tenant in, on or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Landlord, its agents or employees.

Section 7.06. Environmental Indemnifications. Landlord hereby indemnifies, defends and holds the Tenant harmless from and against any and all losses, liabilities, liens, obligations, settlement payments, penalties, claims, judgments, suits, damages and expenses of any kind or nature whatsoever (including consultants' and attorneys' fees) (collectively, "Costs"), suffered or incurred by, demanded or imposed upon, or asserted against Tenant in connection with any of the following: (a) the failure of Landlord and/or its contractors, subcontractors, agents

or employees to comply with the requirements of the Wisconsin Department of Natural Resources approved Remedial Action Plan for the Premises; (b) the failure of Landlord and/or its contractors, subcontractors, agents or employees to comply with any federal, state or local law, rule, regulation, statute or ordinance, or any order of any governmental, regulatory or administrative authority pertaining to health, industrial hygiene or the environmental condition on, under or about the Premises (collectively, "Environmental Laws") as such failure affects the environmental condition of the Premises; (c) any release by the Landlord and/or its contractors, subcontractors, agents or employees of any petroleum product or hazardous material or Hazardous Substance on, upon, or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Landlord and/or its contractors, subcontractors or agents to comply with any Environmental Law or any release of petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; (e) the presence of any petroleum product or hazardous material or Hazardous Substance on, in, or within the soil, groundwater or surface water at, on, under or within the Premises, which products or materials or Substances were on, in, or within such soil, groundwater or surface water on the Commencement Date; and (f) any response, enforcement, or remedial action required by any governmental authority which is necessary to comply with any Environmental Law or any requirement of any regulatory or administrative authority with respect thereto arising out of, as a result of or related in any way to any petroleum product or hazardous material or Hazardous Substance on, under or within the Premises, which products or materials or Substances were on, under or within the Premises as of the Commencement Date. Notwithstanding the foregoing, Landlord shall not be liable for any Costs arising from any acts or omissions on the part of the Tenant or any of its members, or any of its contractors, subcontractors, agents, employees, licensees or invitees occurring on or after the Commencement Date.

Tenant hereby indemnifies, defends and holds the Landlord harmless from and against any and all Costs suffered or incurred by, demanded or imposed upon, or asserted against the Landlord in connection with any of the following: (a) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with the requirements of the Wisconsin Department of Natural Resources' approved Material

Handling and Engineered Barrier Plan; (b) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law as such failure affects the environmental condition of the Premises; (c) any release by Tenant and/or its contractors, subcontractors, agents, employees, licensees or invitees of any petroleum product or hazardous material or Hazardous Substance on, upon or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law or any release of any petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; and (e) any wrongful or intentional or negligent act or omission on the part of Tenant or its contractors, subcontractors, agents, employees, licensees or invitees, which would cause the Landlord or the City of Sheboygan not to be in compliance with the Wisconsin Department of Natural Resources Remedial Action Plan or restrictive covenants. Notwithstanding the foregoing, Tenant and its members, directors, officers and employees shall not be liable for any Costs arising from any acts or omissions on the part of the Landlord and/or its contractors, subcontractors, agents, or employees. In addition, the Tenant, its members, officers, directors, employees and their contractors, subcontractors and agents shall not be liable for any release, during the course of construction of any building and/or improvements on the Premises, of any petroleum product, hazardous material or Hazardous Substance located on, under or within the Premises on the Commencement Date, as long as the Tenant and its contractors, subcontractors and agents were using due care during the course of construction.

The term "Hazardous Substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable Environmental Law.

The Landlord and/or the City of Sheboygan shall have the right, at its cost, to inspect the Premises not less than once each year in order to assure that the Premises are in compliance with the Wisconsin Department of Natural Resources Remedial Action Plan, as is required by the Plan. In making these inspections,

the Landlord and/or the City will use its best efforts not to unreasonably interfere with the operation of the businesses located on the Premises. The Tenant, at its cost and expense, shall be responsible for all maintenance and repair of the engineered barrier within the Premises.

ARTICLE VIII  
EFFECT OF CONDEMNATION

Section 8.01. Total Condemnation. In the event that the entire Premises, or such part of the Premises as will render the remainder untenable, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of taking. The condemnation award shall be divided between the Landlord and the Tenant in proportion to their respective interests in the entire Premises. In the event of such condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

Section 8.02. Partial Condemnation. In the event of partial condemnation, not rendering the remainder of the Premises untenable, this Lease shall remain in full force and effect, with the exception that the rent shall be reduced in proportion to the area of the Premises lost by condemnation. The condemnation award shall be divided between the Landlord and the Tenant in proportion to their respective interests in the area of the Premises lost by condemnation. In the event of such partial condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

ARTICLE IX  
DEFAULT

Section 9.01. Tenant's Default Prior to Completion of Improvements. Any default of Tenant which occurs under this Lease prior to the issuance of the final Certificate of Completion to be issued shall be deemed a default under this agreement and the Redevelopment Agreement, and the remedies available to the

Landlord under the agreements shall be cumulative, and the exercise by it of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the Tenant.

Section 9.02. Tenant's Default After Completion of Improvements. After the issuance of the final Certificate of Completion to be issued, and default of Tenant not cured within: (a) thirty (30) days of written notice of default in the payment of rent or in the payment of other charges as required herein; or (b) sixty (60) days of written notice of default with respect to any other terms, covenants or conditions as herein required, or, if the default is of such a nature that it cannot reasonably be cured within sixty (60) days, Tenant fails to commence to cure the default within sixty (60) days or fails thereafter to proceed to the curing of such default with all possible diligence, Landlord shall, in addition to any other rights or remedies provided by law including, but not limited to appointment of a receiver, have the immediate right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Premises, or any part thereof, for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises. On each such re-letting:

(a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to, but not beyond, the term of this Lease) exceeds the amount agreed to be paid as rent for the Premises for such period on such re-letting; or

(b) At the option of Landlord, rents received by Landlord from such re-letting shall be applied first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid

hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

If Tenant has been credited with any rent to be received by such re-letting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new tenant, or if such rentals received from such re-letting under option (b) hereof, is less than that to be paid by Tenant hereunder, Tenant shall pay any such deficiency to Landlord.

No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

Landlord agrees to give Tenant's mortgagee concurrent notice of default and a concurrent right to cure in accordance with the foregoing provided that Tenant gives Landlord written notice of the name and address of any such mortgage. The name and address of Tenant's initial mortgagee, if any, is set forth in Section 11.06.

Section 9.03. Notice of Landlord's Default. Landlord shall not be deemed to be in default hereunder with respect to any of the terms, covenants or conditions of this Lease unless Tenant shall first give to Landlord thirty (30) days' written notice of such default and Landlord fails to cure the default within the thirty (30) days, or, if the default is of such a nature that it cannot reasonably be cured within thirty (30) days, Landlord fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

Section 9.04. Parties May Remedy Defaults. In the event of any breach hereunder by either party (and in lieu of Landlord's terminating this Lease as hereinbefore provided), Landlord or Tenant, respectively, may immediately or at any time thereafter, after having given the other party the requisite notice to cure the same and the time for such correction having elapsed, cure such breach for the account and at the expense of the other party. If Landlord or Tenant at any time, by reason of such breach, are compelled to pay, or elect to pay, any sum of money, or incur any expense, including reasonable attorneys' fees, in instituting or prosecuting an action or proceeding to enforce such party's rights hereunder or curing such breach, the sum or sums so paid or incurred by such party, if paid or incurred by Landlord shall be deemed to be rent hereunder and shall be due from Tenant to Landlord on the next rent payment date, and, if paid or incurred by Tenant shall be deductible, without interest, to the extent thereof from subsequent payments of rent. This option given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided or deprive Landlord or Tenant of any legal rights which they may have by reason of the other party's default.

ARTICLE X  
ASSIGNMENT AND SUBLETTING

Section 10.01. Tenant's Assignment. Tenant shall not assign or transfer this Lease without Landlord's prior written consent. Notwithstanding the foregoing, upon issuance of the Certificate of Completion as provided for in the Redevelopment Agreement, Tenant's mortgagee shall have the unqualified right to assign the Tenant's rights under the Lease upon default under the Tenant's mortgagee's mortgage/security interest, except as otherwise prohibited or restricted by applicable law. Tenant's mortgagee shall provide Landlord with prior written notice of such assignment.

Section 10.02. Tenant's Subleasing. Tenant shall have the right to sublease portions of the Premises without Landlord's prior approval provided that such subleasing meets the following requirements:

- (a) The term of the sublease shall not exceed the original term of this Lease; and
- (b) The sublessee's use of the Premises shall be limited to use in conformance with Sections 6.01 and 6.02 hereof;

and

- (c) The subleasee shall execute and deliver to Landlord a document in form and content acceptable to Landlord, acknowledging this Lease and agreeing that a termination or expiration of this Lease shall at Landlord's sole option constitute a termination or expiration of the sublease.

Any sublease which does not meet all of the above-stated requirements shall be subject to Landlord's prior written approval, which approval shall not unreasonably be withheld.

Tenant shall promptly provide Landlord with copies of all executed subleases affecting the Premises. No sublease shall operate to relieve Tenant of any obligation under this Lease.

Section 10.03. Landlord's Assignment. Landlord shall have the right to assign or transfer its interests in this Lease at any time, provided that the assignee or transferee assumes and agrees to be bound by the terms of this Lease, and further provided that Landlord notifies Tenant of such assignment and provides Tenant with an executed copy of the agreement whereby the assignee or transferee agrees to be bound by the terms hereof.

#### ARTICLE XI MISCELLANEOUS

Section 11.01. Accord and Satisfaction. No payment received by Landlord of a lesser amount than the rent or other charges due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of rent or other charges or pursue any remedy in this Lease.

Section 11.02. Entire Agreement. This Lease and Exhibits attached hereto set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises provided, however, that prior to issuance of the Certificate of Completion called for in the Redevelopment Agreement, this Lease shall also be subject to the terms and conditions set forth in the Redevelopment Agreement. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as

herein set forth. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 11.03. No Partnership. Landlord does not in any way become a partner, joint venturer or member of a joint enterprise with Tenant.

Section 11.04 Force Majeure. If either party is delayed from the performance of any act required hereunder (except the payment of money) by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for a period equivalent to the period of the delay.

Section 11.05. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein shall not be deemed a waiver of the term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any covenant herein, other than the failure of Tenant to pay the rent so accepted. No covenant, term or condition of this Lease shall be waived by Landlord or Tenant unless the waiver be in writing.

Section 11.06. Notices. Any notices given or required to be given to Landlord shall be sent or personally delivered as follows:

City of Sheboygan, Wisconsin  
828 Center Avenue,  
Sheboygan, WI 53081  
Attention: CITY ATTORNEY

Any notices given or required to be given to Tenant shall be sent or personally delivered as follows:

PAJA PropertiesLLC.  
Aaron Sloma, registered agent  
16524 Lax Chapel Road  
Kiel, WI 53042

Any notices given or required to be given to Tenant's mortgagee shall be sent or personally delivered as follows:

(PAJA Properties, LLC to provide lender information)

Notices shall be deemed given when deposited with the U.S. Postal Service, postage prepaid and correctly addressed, registered or certified mail, return receipt requested, to the respective parties or when personally delivered. Any party may change its respective above-stated address by written notice to the other parties.

Section 11.07. Partial Invalidity. If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease or the application of the provision in other circumstances shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 11.08. Memorandum of Lease. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 11.09. Consent Not To Be Unreasonably Withheld. Where any provision of this Lease requires prior written consent by either party, such consent shall not be unreasonably withheld nor unduly delayed.

Section 11.10 Quiet Title. Landlord covenants, represents and warrants that Landlord is seized in fee title to the Premises subject to the encumbrances, easements, rights of way, reservations, restrictions, covenants, limitations and conditions of record; and that for so long as Tenant fulfills the conditions and covenants required of Tenant under this Lease, Tenant shall have peaceful and quiet possession of the Premises throughout the Term. Landlord further covenants and warrants that Landlord has good right, full power and lawful authority to enter into this Lease for the full term and extensions hereof.

Section 11.11. Remedies Cumulative. All remedies conferred on Landlord and Tenant by this Lease shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

Section 11.12. Binding Effect. The covenants and agreements

contained in this Lease shall bind the respective successors, heirs and legal representatives of the parties hereto.

Section 11.13. Applicable Law. This Lease shall be governed by the laws of the State of Wisconsin.

Section 11.14. Holding Over. Any holding over after the expiration of the term or any extended term of this Lease with Landlord's consent shall be construed to be a tenancy from month-to-month at twice the rental amount and otherwise on the same terms and conditions hereof.

Section 11.15. Counterparts. This Lease may be executed in two (2) or more counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Lease has been made, executed and delivered in duplicate as of the date and year first set forth above.

LANDLORD:

TENANT:

CITY OF SHEBOYGAN, WI

PAJA PROPERTIES, LLC.

By: Michael Vandersteen

By: Aaron M. Sloma

Michael Vandersteen, Mayor

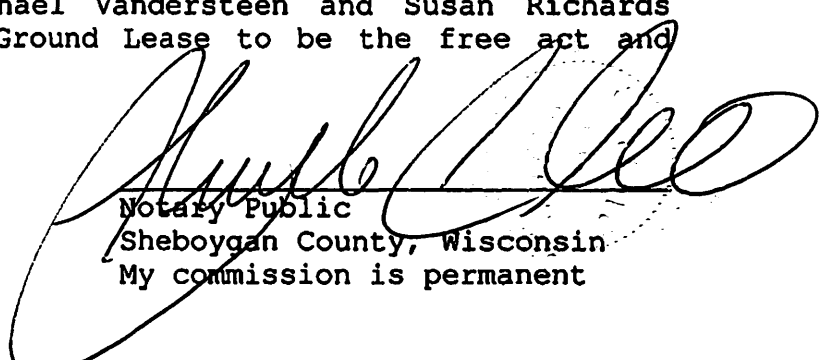
Aaron Sloma, President

Susan Richards  
Susan Richards, City Clerk

ACKNOWLEDGMENT OF LANDLORD

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF SHEBOYGAN )

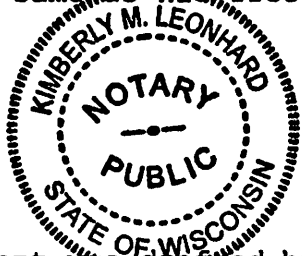
On this 2<sup>nd</sup> day of November, 2015, before me personally appeared Michael Vandersteen and Susan Richards to me personally known, who being by me duly sworn, did each for themselves say that they are respectively, the Mayor and City Clerk of the City of Sheboygan, Wisconsin, a, and that the Ground Lease was signed and sealed on behalf of said corporation by authority of its board of directors; and said Michael Vandersteen and Susan Richards acknowledged before me the Ground Lease to be the free act and deed of said corporation.


  
Notary Public  
Sheboygan County, Wisconsin  
My commission is permanent

ACKNOWLEDGMENT OF TENANT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF SHEBOYGAN )

On this 11 day of November, 2015, before me personally appeared Aaron Sloma who executed the foregoing Ground Lease on behalf of PAJA Properties, LLC. and acknowledged before me that he executed the same as his free act and deed.



  
Notary Public  
Sheboygan County, Wisconsin  
My commission is ~~permanent~~

Expires 9/29/2019

This instrument was drafted by  
Attorney Charles C. Adams  
WI State Bar No.

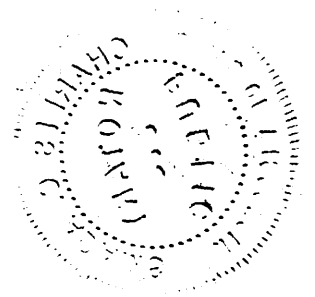


Exhibit "A"

See Next Page for drawing.

PART OF LOTS 5 AND 6 BLOCK 206 AND VACATED VIRGINIA AVENUE, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS;

COMMENCING AT THE SE CORNER OF BLOCK 181, ORIGINAL PLAT, CITY OF SHEBOYGAN, THENCE S89°37'57"E 66.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE FOR RIVERFRONT DRIVE, THENCE S89°36'57"E ALONG THE NORTH RIGHT OF WAY LINE FOR VACATED VIRGINIA AVENUE 88.96 FEET, THENCE S00°12'28"W 77.01 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S12°23'01"W 46.06 FEET, THENCE S03°07'04"W 37.65 FEET, THENCE S86°36'06"E 78.98 FEET, THENCE N08°43'10"E 56.79 FEET, THENCE N00°17'03"E 30.62 FEET, THENCE N89°36'57"W 75.68 FEET, TO THE POINT OF BEGINNING AND CONTAINING 6,835.53 SQUARE FEET OR 0.1569 ACRES OF LAND

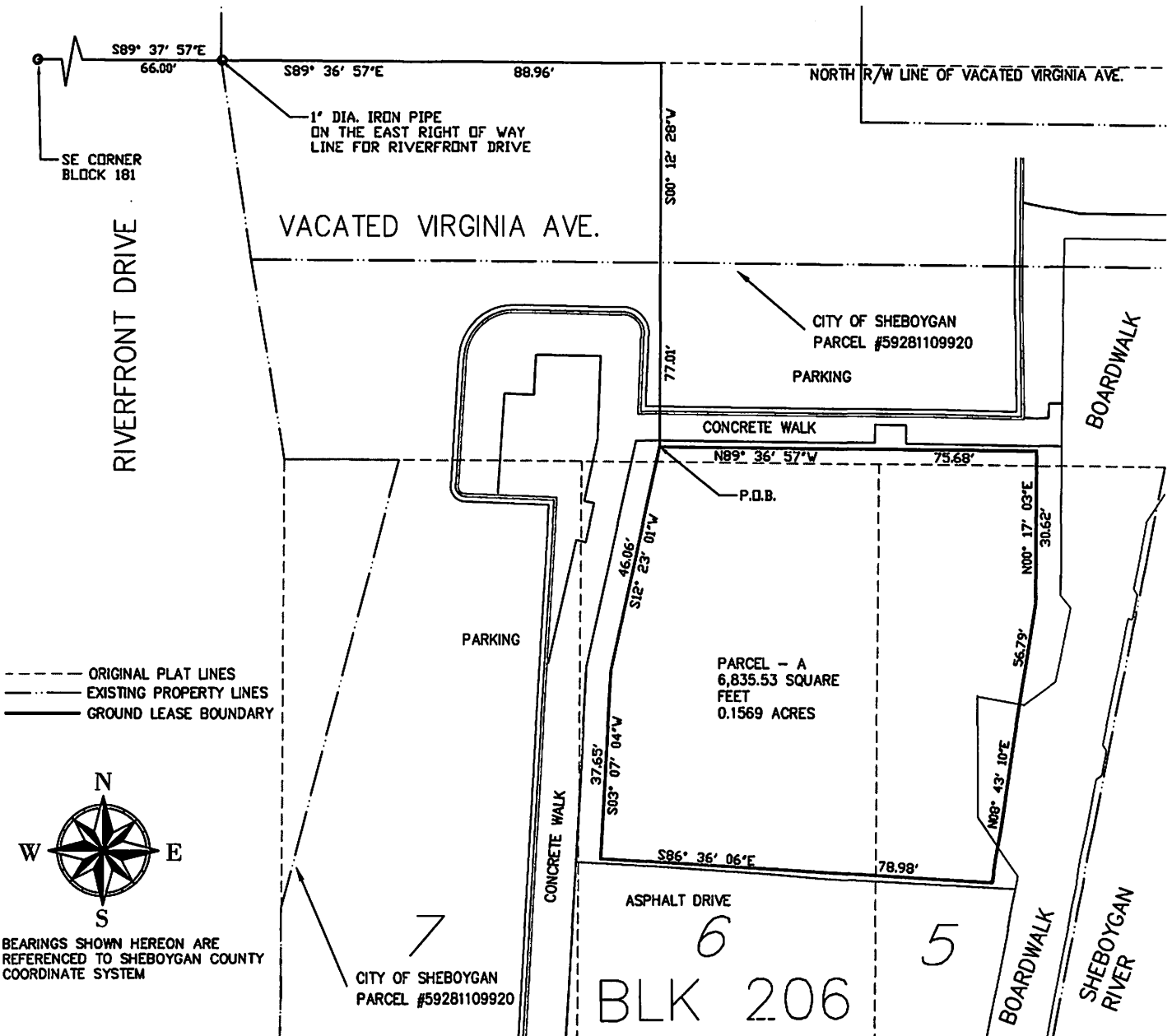
**PAJA PROPERTIES, LLC.**  
**GROUND LEASE**  
 IN SECTION 23, T. 15 N., R. 23 E.  
 CITY OF SHEBOYGAN PARCEL # 59281109920

**DESCRIPTION - PARCEL A**

PART OF LOTS 5 AND 6 BLOCK 206 AND VACATED VIRGINIA AVENUE, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS;

COMMENCING AT THE SE CORNER OF BLOCK 181, ORIGINAL PLAT, CITY OF SHEBOYGAN, THENCE S89°37'57"E 66.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE FOR RIVERFRONT DRIVE, THENCE S89°36'57"E ALONG THE NORTH RIGHT OF WAY LINE FOR VACATED VIRGINIA AVENUE 88.96 FEET, THENCE S00°12'28"W 77.01 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S12°23'01"W 46.06 FEET, THENCE S03°07'04"W 37.65 FEET, THENCE S86°36'06"E 78.98 FEET, THENCE N08°43'10"E 56.79 FEET, THENCE N00°17'03"E 30.62 FEET, THENCE N89°36'57"W 75.68 FEET, TO THE POINT OF BEGINNING AND CONTAINING 6,835.53 SQUARE FEET OR 0.1569 ACRES OF LAND.



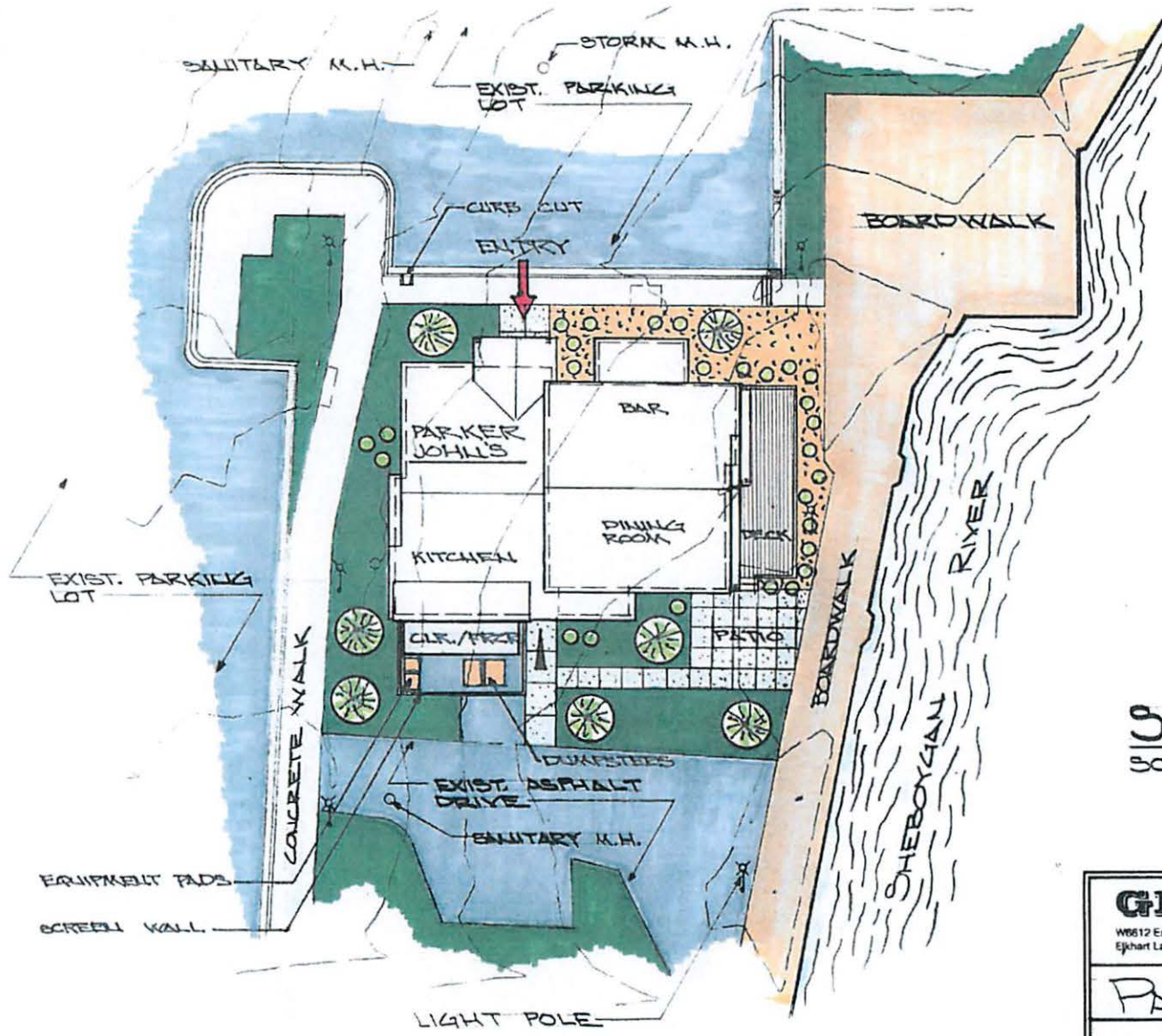
BEARINGS SHOWN HEREON ARE REFERENCED TO SHEBOYGAN COUNTY COORDINATE SYSTEM

CITY OF SHEBOYGAN ENGINEERING DEPT.  
 DRAFTED BY: BRIAN SANDBERG  
 DATE: 10/05/2015

0' 30' 60'  
 SCALE 1" = 30'

Exhibit "B"

*See Next Page*

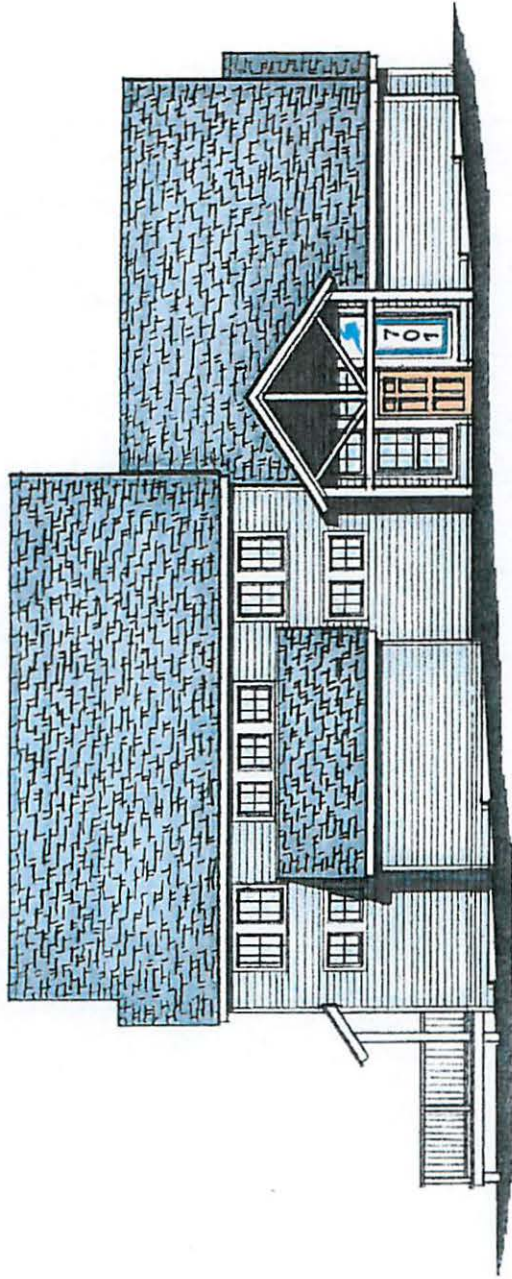


**SITE PLAN**  
SCALE: 1" = 20'

<b>GKA</b> architectural, LLC W6612 Esker Ridge Elkhart Lake, WI 53020 Phone/Fax: 920-876-3099 email: gkarchile@yahoo.com	
PARKER JOHN'S RIVERFRONT SHEBOYGAN, WISCONSIN	Price No: 182 Date: 9/29/15 <b>1</b>

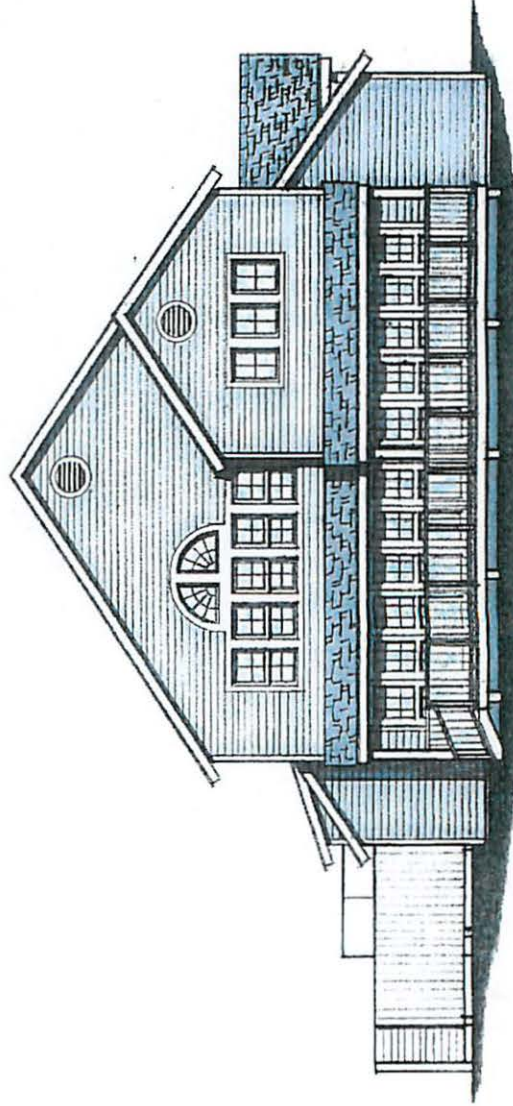
**MATERIALS**

- 5" EXPOSED FACE SHIP LAP CEDAR SIDING W/ APPLIED WEATHERED GRAY PENETRATING STAIN.
- 1X6 STAINED CEDAR FASCIA.
- 3/2" FACE STAINED CEDAR CORNER BOARDS & WILLOW TRIM BOARDS.
- CLAD WOOD WINDOWS W/ MULTI-TUNE.
- STAINED WOOD DOORS.
- CLAD WOOD MULTISLIDE DOORS W/ MULTITUNE ON EAST ELEVATION.
- 8/12 PITCHED ROOF W/ BLACK DIMENSIONAL ASPHALT SHINGLE LED.
- WOOD RAILINGS W/ STAINLESS STEEL CABLE RAILS.



**NORTH ELEVATION**

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



**EAST ELEVATION**

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

**GKA** Architectural, LLC

W6512 Esker Ridge  
Elkhart Lake, WI 53020

Phone/Fax 920.476.3099  
email glarch@yahoo.com

Proj No 182  
Date 9/29/15

**2**

PARKER JOHN'S

RIVERFRONT

SHEBOYGAN, WISCONSIN

**AGREEMENT**

This agreement entered into this 9<sup>th</sup> day of May, 2016, by and between the City of Sheboygan, Sheboygan County, Wisconsin, hereinafter referred to as "City", the Redevelopment Authority of the City of Sheboygan, Wisconsin, hereinafter referred to as "Redevelopment Authority" and the State Bank of Chilton, Chilton, Wisconsin, hereinafter referred to as "Bank".

**WHEREAS**, PAJA Properties, LLC has entered into a Ground Lease with the City dated November 2, 2015 which provides for the construction and operation of a restaurant and bar at the property subject to the leasehold agreement described at Exhibit A to this agreement,

**WHEREAS**, the Redevelopment Authority is an authority created by Wisconsin Statutes and is intending to partially finance redevelopment of said property and the property subject to the Ground Lease referenced above between City and PAJA Properties, LLC,

**WHEREAS**, the Redevelopment Authority has granted PAJA Properties, LLC financing in the amount of \$125,000.00 whereby the Redevelopment Authority will loan to PAJA Properties, LLC the sum of \$125,000.00 pursuant to a Promissory Note to be executed between the Redevelopment Authority and PAJA Properties, LLC which is being granted pursuant to the provisions of a business development loan agreement to be used in development of the property subject to the Ground Lease agreement; the Bank is granting financing to PAJA Properties, LLC in an amount not to exceed \$1,015,100.00 and is receiving as collateral for said borrowing/loan a General Business Security Agreement on all equipment, fixtures, inventory, documents, general intangibles, accounts, deposit accounts (unless a security interest would render a nontaxable account taxable), contract rights, chattel paper, patents, trademarks and copyrights (and the good will associated with and registrations and licenses or any of them), instruments, letter of credit rights and

investment property, now owned or hereafter acquired by Debtor (or by Debtor with spouse) and will be receiving a Real Estate Security Agreement with regard to the improvements on the leasehold property,

**WHEREAS**, the Redevelopment Authority may be obtaining a security interest in equipment identical to that of the Bank in that it would in all likelihood be obtaining a security interest in the same equipment the Bank will be receiving security as collateral for its loan to PAJA Properties, LLC,

**NOW, THEREFORE**, the parties to this agreement do agree as follows:

1. The security interest taken by Bank in the form of a General Business Security Agreement as it applies to equipment on the real estate leased from the City will be *pari passu* entitling Bank and Redevelopment Authority to have a collateral interest in the same equipment and neither having precedence over the other. In the event of the marshalling of assets and replevin or repossession of equipment, the Redevelopment Authority and Bank shall share equally in the proceeds of said equipment. It being understood the City will continue to own the real estate identified at Exhibit A and its ownership is expected to continue throughout this agreement. As to the security interest the Bank is obtaining in assets other than equipment, the Bank will have a first lien position in all other assets including but not limited to improvements to the real estate.

2. The City shall provide to Bank at 26 East Main Street, P.O. Box 149, Chilton, Wisconsin 53014-0149, any notices regarding any modifications or changes in the Ground Lease agreement referenced above and notification of any default in the Ground Lease agreement that is alleged to have occurred by the Tenant, PAJA Properties, LLC, who is the borrower becoming indebted to both Bank and Redevelopment Authority.

3. In the event there is a default in the lease provisions by PAJA Properties, LLC, the Bank will have the option, as lending institution, to assume the Ground Lease of PAJA Properties, LLC and become the lessee under the same terms and provisions as the Ground Lease agreement dated November 2, 2015. Additionally, Bank will have the option and opportunity as the lessee to sublease the property to another third party to operate it as a restaurant/bar. The City shall have the right to approve the sublessee but that approval will not be unreasonably withheld or in other words, the City has the right to be satisfied from a credit purpose and a background check as to the prospective sublessee but provided those issues are resolved satisfactorily to the City the sublessee would be approved by the City. These provisions as to the Bank assuming the position of lessee and having the right to sublease the subject premises shall apply in the event PAJA Properties, LLC voluntarily, at some point in time, decides to give up its right to the Ground Lease agreement referenced herein. In the event PAJA Properties, LLC, for whatever reason decided to relinquish or give up its rights in the Ground Lease agreement, the Bank will have the right to assume the position of lessee under said Ground Lease agreement as set forth herein.

4. The City has provided indemnification provisions regarding the condition of the property specifically as to environmental indemnifications at Section 7.06 of the Ground Lease agreement. These provisions as to indemnification shall also indemnify the Bank on the same terms and provisions as the tenant, PAJA Properties, LLC, is indemnified. In the event this loan is accepted by and becomes financed by the Small Business Administration for the State of Wisconsin and in the event the Small Business Administration requires an indemnification agreement on its specified form, City will cooperate in executing that indemnification agreement. The form of that

indemnification agreement has been provided to the Redevelopment Authority contemporaneously with the execution of this agreement.

5. In the event Bank becomes the lessee under the provisions of this agreement, the City will expedite the issuance of any and all licenses necessary to permit the Bank, as a receiver or a sublessee of the Bank as approved by the City, to receive the necessary licenses and permits to operate the restaurant/bar that is intended to be constructed and operated on the leasehold premises.

6. The City, Redevelopment Authority and Bank agree to record a memorandum of this agreement as it applies to the property described at Exhibit A attached hereto with the Register of Deeds office for Sheboygan County upon execution of the same.

CITY OF SHEBOYGAN

BY: Michael Vandersteen  
MICHAEL VANDERSTEEN, Mayor  
Susan Richards  
City Clerk

STATE OF WISCONSIN )  
) SS  
COUNTY OF SHEBOYGAN )

Personally came before me this 9th day of May, 2016 the above named Michael Vandersteen, Mayor and Susan Richards, City Clerk to me known to be the persons who executed the foregoing instrument.



Chad D. Pelishek  
Chad D. Pelishek

Notary Public, State of Wisconsin  
My Commission expires August 31, 2019



*[Faint, illegible handwritten text]*

*[Faint, illegible handwritten text]*

*[Faint, illegible handwritten text]*

*[Extremely faint, illegible typed text, possibly a letter or official document]*

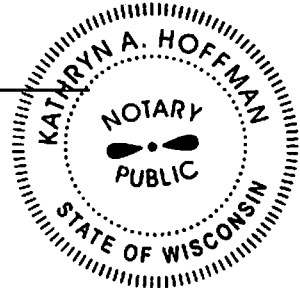
REDEVELOPMENT AUTHORITY OF  
THE CITY OF SHEBOYGAN

BY: Roberta Filicky-Peneski  
Chairperson  
Chad D. Pelishek  
Executive Director

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF SHEBOYGAN )

Personally came before me this 13<sup>th</sup> day of May, 2016 the above named Roberta Filicky-Peneski, Chairperson and Chad D. Pelishek, Executive Director to me known to be the persons who executed the foregoing instrument.

Kathryn A. Hoffman  
Kathryn A. Hoffman  
Notary Public, State of Wisconsin  
My Commission expires 1-27-18



STATE BANK OF CHILTON

BY: [Signature]

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF CALUMET )

Personally came before me this 23<sup>rd</sup> day of May, 2016 the above named Glen Calvin, State Bank, to me known to be the person who executed the foregoing instrument.

Kathy M. Bug  
Notary Public, State of Wisconsin  
My Commission expires 11/4/2017

Exhibit "A"

See Next Page for drawing.

PART OF LOTS 5 AND 6 BLOCK 206 AND VACATED VIRGINIA AVENUE, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS;

COMMENCING AT THE SE CORNER OF BLOCK 181, ORIGINAL PLAT, CITY OF SHEBOYGAN, THENCE S89°37'57"E 66.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE FOR RIVERFRONT DRIVE, THENCE S89°36'57"E ALONG THE NORTH RIGHT OF WAY LINE FOR VACATED VIRGINIA AVENUE 88.96 FEET, THENCE S00°12'28"W 77.01 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S12°23'01"W 46.06 FEET, THENCE S03°07'04"W 37.65 FEET, THENCE S86°36'06"E 78.98 FEET, THENCE N08°43'10"E 56.79 FEET, THENCE N00°17'03"E 30.62 FEET, THENCE N89°36'57"W 75.68 FEET, TO THE POINT OF BEGINNING AND CONTAINING 6,835.53 SQUARE FEET OR 0.1569 ACRES OF LAND

VIII

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. October 19, 2015.

Your Committee to whom was referred Res. No. 82-15-16 by Alderperson Hammond approving the terms and conditions of the Contract for Lease of Land, and accompanying Ground Lease, between the City of Sheboygan and PAJA Properties, LLC; recommends that the Resolution be passed.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

IIIIV

III

5.4

Res. No. 82 - 15 - 16. By Alderperson Hammond. October 5, 2015.

A RESOLUTION approving the terms and conditions of the Contract for Lease of Land, and accompanying Ground Lease, between the City of Sheboygan and PAJA Properties, LLC.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Contract for Lease of Land for Private Redevelopment, and accompanying Ground Lease, for a one-story building on Riverfront Dr., by and between the City of Sheboygan and PAJA Properties, LLC, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

*Insert  
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

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## GROUND LEASE

This Lease is made, executed and delivered as of the \_\_\_\_ day of October, 2015, by and between the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin, with its principal place of business located at 828 Center Avenue, Sheboygan, Wisconsin 53081 ("Landlord"), and PAJA Properties, LLC., 16524 Lax Chapel Road, Kiel, WI 53042 ("Tenant").

### ARTICLE I GRANT AND TERM

Section 1.01. Premises. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord rents to Tenant, and Tenant rents from Landlord, certain real estate located in the City of Sheboygan, Sheboygan County, Wisconsin, described in Exhibit A, attached hereto, together with all rights and appurtenances belonging or appertaining thereto, and all improvements now or hereafter located thereon ("Premises").

Section 1.02. Term. The term of this Lease shall be for fifty years (50) years. The term shall commence on the date hereof ("Commencement Date") and shall expire at 12:00 midnight on the date which is fifty (50) lease years thereafter ("Expiration Date") unless otherwise terminated earlier hereunder.

Section 1.03. Lease Year. The lease year shall be from January 1 to December 31. However, the first lease year shall commence on the commencement date and end December 31 of that year. The last lease year shall begin January 1 and end the day preceding the 50th anniversary of the commencement date.

Section 1.04. Surrender of Premises. At the expiration or any termination of this Lease, Tenant shall surrender the Premises and all improvements located thereon to Landlord in a well maintained, decent, safe and sanitary condition, or in the alternative, at Landlord's election, surrender the Premises with all Tenant's improvements removed or demolished and cleared, including all rubble and property filled to facilitate redevelopment by Landlord, provided that, if Tenant has given Landlord prior written notice of the name and address of Tenant's mortgagee, Landlord shall have provided written notice of such election to the Tenant's mortgagee, and provided that Tenant's mortgagee or its successors and assigns shall have consented to such election by Landlord or its affiliates to have all Tenant's improvements removed or demolished and cleared. Such prior

consent of Tenant's mortgagee shall not be unreasonably withheld.

The costs of demolition and removal shall be paid by Tenant. If it appears to the Landlord at any time that such provision is not adequately secured, Landlord may require Tenant to post reasonable security to ensure performance of this provision. Failure to post such security shall be a default under the Lease.

Subject to the provisions of Section 3.03, all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all permanent fixtures shall, upon the expiration or termination of this Lease, become the property of Landlord.

Section 1.05. Mooring Facilities Excluded. It is expressly understood and agreed that this Lease does not grant any right, interest or privilege, express or implied, to utilize any dock space or mooring facilities adjacent to the Premises.

## ARTICLE II RENT

### Section 2.01. Rent.

During the initial five-year period of this Lease, the annual calendar-year rent for the land area shall be the sum of Two Thousand Four Hundred and 00/100 (\$2,400.00) Dollars. One half of the annual rent shall be paid by January 31 and the other half will be paid by July 31 of each year. For 2015, the Lessee shall pay a pro-rated rent of \$600.00, which shall be due upon execution of this lease. On the anniversary date of each five-year period (i.e., first day of each five-year period), the CITY may increase the monthly rental to an amount which is equivalent to 1/12<sup>th</sup> of fifteen (15%) percent of the then market value of the said land area. (It is estimated that said land at the signing of this Lease has a market value of twelve thousand (\$12,000.00) dollars. The Tenant shall have the right to appeal the "market value" determination as though such appeal were an appeal as to the assessment of such property, which appeal shall be to the Board of Review of the City of Sheboygan, following their normal appeals procedures. In the event the Board of Review declines jurisdiction, Wisconsin Arbitration Law shall be utilized or such other arbitration as may be agreeable to the parties.

Section 2.02. Past Due Rent. If Tenant fails to pay rent or any other charge due under this Lease when the same is due, the unpaid amount shall, at Landlord's option and without waiving any

other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

Section 2.03. Lien Rights. All rent due and to become due and all other obligations of Tenant to Landlord shall be a first lien on the Premises, and all those holding under Tenant shall be subordinate to Landlord's lien except as hereinafter stated. Landlord shall subordinate its first lien rights of the rent payment to the lien of a first mortgage of Tenant's interest executed for construction of improvements on the premises, provided that the mortgage shall be satisfied in full prior to expiration of the Lease and the mortgage does not otherwise unreasonably jeopardize Landlord's rights hereunder under Section 1.04, and that in the case of a construction mortgage, Tenant provides adequate proof that the proceeds will in fact be utilized for payment of construction expenses. The mortgage in final form shall be submitted for approval of Landlord before it shall become effective.

ARTICLE III  
CONSTRUCTION, ALTERATIONS, FIXTURES, EQUIPMENT

Section 3.01. Plans and Specifications. Tenant shall, at its own expense, prepare plans and specifications for a new building and improvements to be constructed on the Premises, which shall provide for a two-story, shanty-type structure of approximately 2,500 square feet, at a Minimum Investment of \$250,000.00. Minimum Investment includes all buildings and other improvements on the Premises, but shall not include inventory, moveable equipment, personal property items or soft costs. The plans and specifications shall comply with the architectural design guidelines for the "Riverfront Design Guidelines approved by the Landlord, a copy of which is on file with the Department of City Development, except as modified with the consent of the Landlord, attached hereto as Exhibit "B." Within ninety (90) days of the date of this Lease, Tenant shall submit the plans and specifications to Landlord and to the City of Sheboygan Architectural Review Board for written approval or disapproval. Landlord shall in writing approve or disapprove the plans and specifications within sixty (60) days of receipt thereof. If Landlord disapproves of the plans and specifications, Landlord shall give Tenant an itemized statement of the reason therefor, and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of construction. Either party shall have the option to terminate this Lease if resubmitted plans and specifications for the new building and improvements to be constructed on the Premises are

disapproved. Final approved Construction Plans for the improvements shall be attached to this Lease as Exhibit "D" at the time of approval.

Plans and specifications for future improvements or removal of improvements shall be subject to written approval of the Landlord prior to commencement of construction.

Section 3.02. Construction, Alterations, Improvements and Changes. Tenant, at its own expense, shall construct or provide for private construction of a building and/or other improvements on the Premises for the use set forth in Section 6.01 hereof. After the completion of such initial construction, in compliance with Section 3.01 hereof, Tenant shall have the right, without Landlord's prior approval, to make minor alterations and changes to such building and/or other improvements as Tenant may deem necessary, provided that Tenant shall not remove or demolish such building or other improvements without Landlord's prior consent. Prior to undertaking any subsequent structural alterations, improvements or changes after the initial construction, Tenant shall obtain Landlord's prior approval of plans and specifications. Any building and/or other improvements (including initial construction) shall be constructed in full compliance with any and all laws, ordinances, rules and regulations which may govern the same and shall be constructed in accordance with plans and specifications approved by Landlord. Tenant shall be solely liable for obtaining and paying the costs of all governmental permits, licenses and/or approvals necessary to construct the improvements and/or to operate Tenant's business therein. Tenant shall promptly pay all contractors and materialmen for work and supplies and shall not permit any lien to be attached to the Premises. Should any lien be made, Tenant shall bond against or discharge the same within thirty (30) days and hold Landlord harmless against the lien. Tenant shall additionally hold Landlord harmless against any loss or damage by reason of Tenant's construction of any building or improvements on the Premises. Tenant shall not suffer any unauthorized encumbrance to be placed upon the Premises. At Landlord's request, Tenant shall provide Landlord with satisfactory payment and/or performance bonds with regard to any construction hereunder.

Subject to the provisions of Section 11.04, initial construction shall commence no later than three (3) months after the date of execution of this Lease, and shall be substantially completed no later than thirteen (13) months after commencement of construction. In the event that such construction is not commenced or completed by Tenant within the aforesaid time

periods, or the Minimum Investment requirement is not met within said time periods, Landlord shall have the option to terminate this Lease on thirty (30) days' written notice to Tenant. Said option shall be in addition to any other rights of Landlord hereunder.

Section 3.03. Fixtures and Equipment. Tenant may, at its own expense, furnish and install such business and trade fixtures and equipment in and on the Premises as may be necessary or desirable for Tenant's business. Such fixtures and equipment shall remain the personal property of Tenant and shall be removed by Tenant at the expiration or termination of this Lease. Upon removal of such fixtures and equipment, Tenant shall restore the Premises to its condition at the time of their installation, reasonable wear and tear excepted. Tenant's obligation hereunder shall survive the expiration or termination of this Lease.

Business and trade fixtures are generally considered moveable personal property. Fixtures which become part of the real estate and are in the nature of real estate improvements are not considered business and trade fixtures under this section and shall not be removed by Tenant.

Any and all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all fixtures shall remain subject to Tenant's mortgagee's mortgage and/or security interest provided, however, that the mortgage and/or security interest shall be satisfied in full prior to expiration of the Lease term.

#### ARTICLE IV MAINTENANCE, REPAIR, LANDSCAPING AND DESTRUCTION

Section 4.01. Maintenance and Repair by Tenant. Tenant shall, at its own cost and expense, keep and maintain and repair the Premises, including all buildings and improvements of every kind which may be a part thereof (whether interior or exterior, structural or nonstructural); all heating, electrical, air conditioning, ventilating and plumbing equipment therein; and all appurtenances thereto, including private walkways adjacent thereto, in good condition and repair; and shall repair, restore and replace any such improvements which may become inoperable or be destroyed or damaged by fire, casualty or any other cause. Tenant shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and improvements thereon, or any activity or condition on or in the Premises. Tenant shall, at its own

expense, keep the Premises in sanitary, clean and neat order, and keep the sidewalks and parking area free of snow and trash.

Section 4.02. Landscaping. Within one hundred twenty (120) days following Tenant's substantial completion of construction of improvements pursuant to Section 3.02, Tenant shall, at Tenant's sole cost and expense complete landscaping of the Premises. Prior to commencing work on landscaping, Tenant shall submit to Landlord for approval or disapproval the plans and specifications for such landscaping. Landlord shall approve or disapprove the plans and specifications within forty-five (45) days of the receipt thereof. If Landlord disapproves the plans and specifications, Landlord shall give Tenant an itemized statement of the reasons therefor and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of landscaping work.

Tenant shall at all times during the term of this Lease, keep and maintain landscaping on the Premises in accordance with the approved PIP and in accordance with such further and/or additional standards and criteria which may be reasonably established by Landlord.

Section 4.03. Damage or Destruction.

(a) The damage, destruction or partial destruction of any building or other improvement on the Premises shall not release Tenant from any obligation under this Lease. In the event of such damage or destruction, Tenant shall, at its own cost and expense, promptly repair and restore the same to a condition as good or better than that which existed prior to the damage or destruction.

(b) If, at any time during the last five (5) years of the remaining term of this Lease, the leased Premises shall be substantially damaged or destroyed, in whole or in part (which shall mean damage or destruction in an amount equivalent to fifty (50%) percent or more of the then actual replacement value thereof, but without deducting physical depreciation, or to a lesser extent if such a portion thereof shall be damaged or destroyed so as to make it imprudent or unreasonable, in Tenant's reasonable opinion, to use the remaining portion for operations of the type and class immediately preceding such damage or destruction), by fire, collision by aircraft, act of God or other cause beyond the reasonable control of the Tenant, and whether or not insured, in whole or in part against any such cause, the Tenant may,

at its option, terminate this Lease within sixty (60) days after the extent of such damage or destruction has been determined by serving upon the Landlord, at any time within said sixty (60) day period, a ten (10) day written notice of the Tenant's election to so terminate, without any liability of the Tenant to the Landlord, except for the payment of rent, if any, accrued to the date of such termination and full performance, at Tenant's sole cost and expense, of the work of demolition or removal of the remaining portions of the buildings, structures or other improvements so damaged or destroyed and removal of all debris from the leased Premises. In the event this Lease shall be terminated pursuant to the provisions of this paragraph, the insurance proceeds, if any, recovered on account of such damage or destruction under insurance policies shall be paid to the Landlord and retained by the Tenant, as the case may be, after paying or reimbursing Tenant for the demolition or removal of the remaining portion of the buildings, structures or other improvements so damaged or destroyed and the removal of all debris from the leased Premises as follows: the Tenant shall pay to the Landlord such proportion thereof as the number of full lease years immediately preceding the Lease year in which such damage or destruction shall occur bears to fifty (50) years, and the balance of any such remaining proceeds shall be retained by the Tenant.

ARTICLE V  
UTILITIES AND TAXES

Section 5.01. Utilities and Expenses. Tenant shall, during the term of this Lease, fully and promptly pay for all water, sewer, gas, heat, light, power, telephone services and other public utilities of every kind furnished to the Premises and used by Tenant. Tenant shall also pay for hookup and/or lateral charges, if any, required to bring utilities from public streets and access ways. Landlord shall not be liable to Tenant for any interruption in the aforesaid utility service.

Section 5.02. Real Property Taxes. Landlord and Tenant acknowledge and agree that irrespective of ownership, the real property and improvements thereon which form the Premises and Property shall be subject to real estate taxation by the City of Sheboygan and that the lien of such real estate taxes shall be in all respects prior to the lien of any mortgage thereon. Tenant agrees that the Premises shall be subject to real property taxes and assessments in the same manner as if Tenant held fee ownership of the Premises.

Tenant shall, during the term of this Lease, pay and discharge, as they become due, promptly and before delinquency, all real estate and personal property taxes and outstanding assessments, both general and special, and special charges, levied or assessed by any lawful authority, and/or payable during or with respect to each calendar year during the term hereof, against the land, buildings and/or all other improvements on the Premises or against any improvements which may be added thereto. Tenant shall only be obligated to pay installments of special assessments (using the longest amortization schedule available) coming due during the term of this Lease. All such taxes and charges (with the exception of personal property taxes on Tenant's personal property), shall be prorated, if necessary, at the commencement and expiration of the Lease term.

Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed to or levied upon the Premises and required to be paid against Landlord's estate and, if required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonably require, provided, however, that Tenant shall fully indemnify and save Landlord harmless from all loss, cost, damage and expense incurred by or to be incurred by Landlord as a result thereof, and further provided that Tenant shall, at Landlord's request, escrow or post a bond for the full amount of the tax claim pending such proceedings.

#### ARTICLE VI CONDUCT OF BUSINESS

Section 6.01. Condition and Use. Tenant shall use the Premises for restaurant purposes, and for no other use, except with Landlord's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. Tenant shall not sell, permit to be kept, used or sold in or about the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant shall, at its own expense, comply with all requirements of any insurance company necessary for the maintenance of insurance required in this Lease. "Transient" has the meaning given in Section 77.52(2)(a)1., Wis. Stats.

Section 6.02. Waste and Nuisance. Tenant shall comply with all applicable laws, ordinances, regulations and/or deed and plat

restrictions affecting the use and occupancy of the Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Premises.

Section 6.03. Right of Entry. Tenant shall permit Landlord and its agents and employees, upon prior notice, to enter upon the Premises at all reasonable times for the purpose of inspecting the same.

## ARTICLE VII INSURANCE AND INDEMNITIES

Section 7.01. Casualty Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep all buildings or other improvements which are now or hereafter a part of the Premises insured against loss or damage by fire and extended coverage hazards or all-risk coverage at full insurable value based on a replacement cost basis without deduction for depreciation or obsolescence; with a deductible not greater than ten thousand and 00/100 (\$10,000.00) dollars; and with loss payable to Tenant, Landlord and Tenant's mortgagee as their interests may appear. Tenant shall pay the premiums when due and shall comply with the co-insurance provisions thereof, if any.

Section 7.02. Public Liability Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and all business operated thereon, with limits of public liability not less than one million and 00/100 (\$1,000,000.00) dollars for injury or death in any one occurrence, and property damage liability insurance in the amount of one hundred thousand and 00/100 (\$100,000.00) dollars. The policies shall name Tenant, Landlord and Tenant's mortgagee as co-insureds as their interests may appear. Landlord may from time to time during the term of this Lease require increases in the above-stated coverage limits consistent with standards of the insurance industry in the geographical area where the Premises is located.

Section 7.03. Certificates of Insurance. Tenant shall, with respect to any insurance coverage required in this Lease, furnish Landlord with certificates evidencing such insurance and stating that Landlord will be notified in writing thirty (30) days prior to cancellation, material change or nonrenewal of insurance. All such insurance shall be provided by responsible insurance companies licensed to do business in the State of Wisconsin which

have been approved by Landlord. Landlord shall approve all insurers rated A Class XV or higher by A.M. Bests.

In the event that Tenant fails to provide such insurance coverage, Landlord, in addition to its other rights under this Lease, shall have the option to procure such insurance for and on behalf of Tenant. In such event Tenant shall be required to reimburse Landlord for Landlord's costs at the time of payment of the next Rent payment due.

Section 7.04. Loss and Damage. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Landlord shall not be liable for any damage to or loss of property of Tenant or others located on the Premises.

Section 7.05. Hold Harmless. Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant or by any person whosoever may at any time be using or occupying or visiting the Premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Tenant or of any occupant, sub-tenant, visitor or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Tenant shall indemnify Landlord against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Tenant hereby waives all claims against Landlord for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Tenant in, on or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Landlord, its agents or employees.

Section 7.06. Environmental Indemnifications. Landlord hereby indemnifies, defends and holds the Tenant harmless from and against any and all losses, liabilities, liens, obligations, settlement payments, penalties, claims, judgments, suits, damages and expenses of any kind or nature whatsoever (including consultants' and attorneys' fees) (collectively, "Costs"), suffered or incurred by, demanded or imposed upon, or asserted against Tenant in connection with any of the following: (a) the failure of Landlord and/or its contractors, subcontractors, agents

or employees to comply with the requirements of the Wisconsin Department of Natural Resources approved Remedial Action Plan for the Premises; (b) the failure of Landlord and/or its contractors, subcontractors, agents or employees to comply with any federal, state or local law, rule, regulation, statute or ordinance, or any order of any governmental, regulatory or administrative authority pertaining to health, industrial hygiene or the environmental condition on, under or about the Premises (collectively, "Environmental Laws") as such failure affects the environmental condition of the Premises; (c) any release by the Landlord and/or its contractors, subcontractors, agents or employees of any petroleum product or hazardous material or Hazardous Substance on, upon, or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Landlord and/or its contractors, subcontractors or agents to comply with any Environmental Law or any release of petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; (e) the presence of any petroleum product or hazardous material or Hazardous Substance on, in, or within the soil, groundwater or surface water at, on, under or within the Premises, which products or materials or Substances were on, in, or within such soil, groundwater or surface water on the Commencement Date; and (f) any response, enforcement, or remedial action required by any governmental authority which is necessary to comply with any Environmental Law or any requirement of any regulatory or administrative authority with respect thereto arising out of, as a result of or related in any way to any petroleum product or hazardous material or Hazardous Substance on, under or within the Premises, which products or materials or Substances were on, under or within the Premises as of the Commencement Date. Notwithstanding the foregoing, Landlord shall not be liable for any Costs arising from any acts or omissions on the part of the Tenant or any of its members, or any of its contractors, subcontractors, agents, employees, licensees or invitees occurring on or after the Commencement Date.

Tenant hereby indemnifies, defends and holds the Landlord harmless from and against any and all Costs suffered or incurred by, demanded or imposed upon, or asserted against the Landlord in connection with any of the following: (a) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with the requirements of the Wisconsin Department of Natural Resources' approved Material

Handling and Engineered Barrier Plan; (b) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law as such failure affects the environmental condition of the Premises; (c) any release by Tenant and/or its contractors, subcontractors, agents, employees, licensees or invitees of any petroleum product or hazardous material or Hazardous Substance on, upon or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law or any release of any petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; and (e) any wrongful or intentional or negligent act or omission on the part of Tenant or its contractors, subcontractors, agents, employees, licensees or invitees, which would cause the Landlord or the City of Sheboygan not to be in compliance with the Wisconsin Department of Natural Resources Remedial Action Plan or restrictive covenants. Notwithstanding the foregoing, Tenant and its members, directors, officers and employees shall not be liable for any Costs arising from any acts or omissions on the part of the Landlord and/or its contractors, subcontractors, agents, or employees. In addition, the Tenant, its members, officers, directors, employees and their contractors, subcontractors and agents shall not be liable for any release, during the course of construction of any building and/or improvements on the Premises, of any petroleum product, hazardous material or Hazardous Substance located on, under or within the Premises on the Commencement Date, as long as the Tenant and its contractors, subcontractors and agents were using due care during the course of construction.

The term "Hazardous Substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable Environmental Law.

The Landlord and/or the City of Sheboygan shall have the right, at its cost, to inspect the Premises not less than once each year in order to assure that the Premises are in compliance with the Wisconsin Department of Natural Resources Remedial Action Plan, as is required by the Plan. In making these inspections,

the Landlord and/or the City will use its best efforts not to unreasonably interfere with the operation of the businesses located on the Premises. The Tenant, at its cost and expense, shall be responsible for all maintenance and repair of the engineered barrier within the Premises.

ARTICLE VIII  
EFFECT OF CONDEMNATION

Section 8.01. Total Condemnation. In the event that the entire Premises, or such part of the Premises as will render the remainder untenable, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of taking. The condemnation award shall be divided between the Landlord and the Tenant in proportion to their respective interests in the entire Premises. In the event of such condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

Section 8.02. Partial Condemnation. In the event of partial condemnation, not rendering the remainder of the Premises untenable, this Lease shall remain in full force and effect, with the exception that the rent shall be reduced in proportion to the area of the Premises lost by condemnation. The condemnation award shall be divided between the Landlord and the Tenant in proportion to their respective interests in the area of the Premises lost by condemnation. In the event of such partial condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

ARTICLE IX  
DEFAULT

Section 9.01. Tenant's Default Prior to Completion of Improvements. Any default of Tenant which occurs under this Lease prior to the issuance of the final Certificate of Completion to be issued shall be deemed a default under this agreement and the Redevelopment Agreement, and the remedies available to the

Landlord under the agreements shall be cumulative, and the exercise by it of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the Tenant.

Section 9.02. Tenant's Default After Completion of Improvements. After the issuance of the final Certificate of Completion to be issued, and default of Tenant not cured within: (a) thirty (30) days of written notice of default in the payment of rent or in the payment of other charges as required herein; or (b) sixty (60) days of written notice of default with respect to any other terms, covenants or conditions as herein required, or, if the default is of such a nature that it cannot reasonably be cured within sixty (60) days, Tenant fails to commence to cure the default within sixty (60) days or fails thereafter to proceed to the curing of such default with all possible diligence, Landlord shall, in addition to any other rights or remedies provided by law including, but not limited to appointment of a receiver, have the immediate right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Premises, or any part thereof, for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises. On each such re-letting:

(a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to, but not beyond, the term of this Lease) exceeds the amount agreed to be paid as rent for the Premises for such period on such re-letting; or

(b) At the option of Landlord, rents received by Landlord from such re-letting shall be applied first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid

hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

If Tenant has been credited with any rent to be received by such re-letting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new tenant, or if such rentals received from such re-letting under option (b) hereof, is less than that to be paid by Tenant hereunder, Tenant shall pay any such deficiency to Landlord.

No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

Landlord agrees to give Tenant's mortgagee concurrent notice of default and a concurrent right to cure in accordance with the foregoing provided that Tenant gives Landlord written notice of the name and address of any such mortgage. The name and address of Tenant's initial mortgagee, if any, is set forth in Section 11.06.

Section 9.03. Notice of Landlord's Default. Landlord shall not be deemed to be in default hereunder with respect to any of the terms, covenants or conditions of this Lease unless Tenant shall first give to Landlord thirty (30) days' written notice of such default and Landlord fails to cure the default within the thirty (30) days, or, if the default is of such a nature that it cannot reasonably be cured within thirty (30) days, Landlord fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

Section 9.04. Parties May Remedy Defaults. In the event of any breach hereunder by either party (and in lieu of Landlord's terminating this Lease as hereinbefore provided), Landlord or Tenant, respectively, may immediately or at any time thereafter, after having given the other party the requisite notice to cure the same and the time for such correction having elapsed, cure such breach for the account and at the expense of the other party. If Landlord or Tenant at any time, by reason of such breach, are compelled to pay, or elect to pay, any sum of money, or incur any expense, including reasonable attorneys' fees, in instituting or prosecuting an action or proceeding to enforce such party's rights hereunder or curing such breach, the sum or sums so paid or incurred by such party, if paid or incurred by Landlord shall be deemed to be rent hereunder and shall be due from Tenant to Landlord on the next rent payment date, and, if paid or incurred by Tenant shall be deductible, without interest, to the extent thereof from subsequent payments of rent. This option given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided or deprive Landlord or Tenant of any legal rights which they may have by reason of the other party's default.

ARTICLE X  
ASSIGNMENT AND SUBLETTING

Section 10.01. Tenant's Assignment. Tenant shall not assign or transfer this Lease without Landlord's prior written consent. Notwithstanding the foregoing, upon issuance of the Certificate of Completion as provided for in the Redevelopment Agreement, Tenant's mortgagee shall have the unqualified right to assign the Tenant's rights under the Lease upon default under the Tenant's mortgagee's mortgage/security interest, except as otherwise prohibited or restricted by applicable law. Tenant's mortgagee shall provide Landlord with prior written notice of such assignment.

Section 10.02. Tenant's Subleasing. Tenant shall have the right to sublease portions of the Premises without Landlord's prior approval provided that such subleasing meets the following requirements:

- (a) The term of the sublease shall not exceed the original term of this Lease; and
- (b) The sublessee's use of the Premises shall be limited to use in conformance with Sections 6.01 and 6.02 hereof;

and

- (c) The subleasee shall execute and deliver to Landlord a document in form and content acceptable to Landlord, acknowledging this Lease and agreeing that a termination or expiration of this Lease shall at Landlord's sole option constitute a termination or expiration of the sublease.

Any sublease which does not meet all of the above-stated requirements shall be subject to Landlord's prior written approval, which approval shall not unreasonably be withheld.

Tenant shall promptly provide Landlord with copies of all executed subleases affecting the Premises. No sublease shall operate to relieve Tenant of any obligation under this Lease.

Section 10.03. Landlord's Assignment. Landlord shall have the right to assign or transfer its interests in this Lease at any time, provided that the assignee or transferee assumes and agrees to be bound by the terms of this Lease, and further provided that Landlord notifies Tenant of such assignment and provides Tenant with an executed copy of the agreement whereby the assignee or transferee agrees to be bound by the terms hereof.

#### ARTICLE XI MISCELLANEOUS

Section 11.01. Accord and Satisfaction. No payment received by Landlord of a lesser amount than the rent or other charges due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of rent or other charges or pursue any remedy in this Lease.

Section 11.02. Entire Agreement. This Lease and Exhibits attached hereto set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises provided, however, that prior to issuance of the Certificate of Completion called for in the Redevelopment Agreement, this Lease shall also be subject to the terms and conditions set forth in the Redevelopment Agreement. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as

herein set forth. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 11.03. No Partnership. Landlord does not in any way become a partner, joint venturer or member of a joint enterprise with Tenant.

Section 11.04 Force Majeure. If either party is delayed from the performance of any act required hereunder (except the payment of money) by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for a period equivalent to the period of the delay.

Section 11.05. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein shall not be deemed a waiver of the term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any covenant herein, other than the failure of Tenant to pay the rent so accepted. No covenant, term or condition of this Lease shall be waived by Landlord or Tenant unless the waiver be in writing.

Section 11.06. Notices. Any notices given or required to be given to Landlord shall be sent or personally delivered as follows:

City of Sheboygan, Wisconsin  
828 Center Avenue,  
Sheboygan, WI 53081  
Attention: CITY ATTORNEY

Any notices given or required to be given to Tenant shall be sent or personally delivered as follows:

PAJA PropertiesLLC.  
Aaron Sloma, registered agent  
16524 Lax Chapel Road  
Kiel, WI 53042

Any notices given or required to be given to Tenant's mortgagee shall be sent or personally delivered as follows:

(PAJA Properties, LLC to provide lender information)

Notices shall be deemed given when deposited with the U.S. Postal Service, postage prepaid and correctly addressed, registered or certified mail, return receipt requested, to the respective parties or when personally delivered. Any party may change its respective above-stated address by written notice to the other parties.

Section 11.07. Partial Invalidity. If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease or the application of the provision in other circumstances shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 11.08. Memorandum of Lease. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 11.09. Consent Not To Be Unreasonably Withheld. Where any provision of this Lease requires prior written consent by either party, such consent shall not be unreasonably withheld nor unduly delayed.

Section 11.10 Quiet Title. Landlord covenants, represents and warrants that Landlord is seized in fee title to the Premises subject to the encumbrances, easements, rights of way, reservations, restrictions, covenants, limitations and conditions of record; and that for so long as Tenant fulfills the conditions and covenants required of Tenant under this Lease, Tenant shall have peaceful and quiet possession of the Premises throughout the Term. Landlord further covenants and warrants that Landlord has good right, full power and lawful authority to enter into this Lease for the full term and extensions hereof.

Section 11.11. Remedies Cumulative. All remedies conferred on Landlord and Tenant by this Lease shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

Section 11.12. Binding Effect. The covenants and agreements

contained in this Lease shall bind the respective successors, heirs and legal representatives of the parties hereto.

Section 11.13. Applicable Law. This Lease shall be governed by the laws of the State of Wisconsin.

Section 11.14. Holding Over. Any holding over after the expiration of the term or any extended term of this Lease with Landlord's consent shall be construed to be a tenancy from month-to-month at twice the rental amount and otherwise on the same terms and conditions hereof.

Section 11.15. Counterparts. This Lease may be executed in two (2) or more counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Lease has been made, executed and delivered in duplicate as of the date and year first set forth above.

LANDLORD:

TENANT:

CITY OF SHEBOYGAN, WI

PAJA PROPERTIES, LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael Vandersteen, Mayor

Aaron Sloma, President

\_\_\_\_\_

Susan Richards, City Clerk

ACKNOWLEDGMENT OF LANDLORD

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF SHEBOYGAN )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared Michael Vandersteen and Susan Richards to me personally known, who being by me duly sworn, did each for themselves say that they are respectively, the Mayor and City Clerk of the City of Sheboygan, Wisconsin, a, and that the Ground Lease was signed and sealed on behalf of said corporation by authority of its board of directors; and said Michael Vandersteen and Susan Richards acknowledged before me the Ground Lease to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
Sheboygan County, Wisconsin  
My commission is permanent

ACKNOWLEDGMENT OF TENANT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF SHEBOYGAN )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared Aaron Sloma who executed the foregoing Ground Lease on behalf of PAJA Properties, LLC. and acknowledged before me that he executed the same as his free act and deed.

\_\_\_\_\_  
Notary Public  
Sheboygan County, Wisconsin  
My commission is permanent

This instrument was drafted by  
Attorney Charles C. Adams  
WI State Bar No.

Exhibit "A"

A LEGAL DESCRIPTION BASED ON THE SITE PLAN IS BEING PREPARED BY  
CITY ENGINEERING

**Exhibit "B"**

*[FINAL APPROVED CONSTRUCTION PLANS]*

GROUND LEASE

*November*  
This Lease is made, executed and delivered as of the 2<sup>nd</sup> day of ~~October~~, 2015, by and between the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin, with its principal place of business located at 828 Center Avenue, Sheboygan, Wisconsin 53081 ("Landlord"), and PAJA Properties, LLC., 16524 Lax Chapel Road, Kiel, WI 53042 ("Tenant").

ARTICLE I  
GRANT AND TERM

Section 1.01. Premises. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord rents to Tenant, and Tenant rents from Landlord, certain real estate located in the City of Sheboygan, Sheboygan County, Wisconsin, described in Exhibit A, attached hereto, together with all rights and appurtenances belonging or appertaining thereto, and all improvements now or hereafter located thereon ("Premises").

Section 1.02. Term. The term of this Lease shall be for fifty years (50) years. The term shall commence on the date hereof ("Commencement Date") and shall expire at 12:00 midnight on the date which is fifty (50) lease years thereafter ("Expiration Date") unless otherwise terminated earlier hereunder.

Section 1.03. Lease Year. The lease year shall be from January 1 to December 31. However, the first lease year shall commence on the commencement date and end December 31 of that year. The last lease year shall begin January 1 and end the day preceding the 50th anniversary of the commencement date.

Section 1.04. Surrender of Premises. At the expiration or any termination of this Lease, Tenant shall surrender the Premises and all improvements located thereon to Landlord in a well maintained, decent, safe and sanitary condition, or in the alternative, at Landlord's election, surrender the Premises with all Tenant's improvements removed or demolished and cleared, including all rubble and property filled to facilitate redevelopment by Landlord, provided that, if Tenant has given Landlord prior written notice of the name and address of Tenant's mortgagee, Landlord shall have provided written notice of such election to the Tenant's mortgagee, and provided that Tenant's mortgagee or its successors and assigns shall have consented to such election by Landlord or its affiliates to have all Tenant's improvements removed or demolished and cleared. Such prior

consent of Tenant's mortgagee shall not be unreasonably withheld.

The costs of demolition and removal shall be paid by Tenant. If it appears to the Landlord at any time that such provision is not adequately secured, Landlord may require Tenant to post reasonable security to ensure performance of this provision. Failure to post such security shall be a default under the Lease.

Subject to the provisions of Section 3.03, all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all permanent fixtures shall, upon the expiration or termination of this Lease, become the property of Landlord.

Section 1.05. Mooring Facilities Excluded. It is expressly understood and agreed that this Lease does not grant any right, interest or privilege, express or implied, to utilize any dock space or mooring facilities adjacent to the Premises.

## ARTICLE II RENT

### Section 2.01. Rent.

During the initial five-year period of this Lease, the annual calendar-year rent for the land area shall be the sum of Two Thousand Four Hundred and 00/100 (\$2,400.00) Dollars. One half of the annual rent shall be paid by January 31 and the other half will be paid by July 31 of each year. For 2015, the Lessee shall pay a pro-rated rent of \$600.00, which shall be due upon execution of this lease. On the anniversary date of each five-year period (i.e., first day of each five-year period), the CITY may increase the monthly rental to an amount which is equivalent to 1/12<sup>th</sup> of fifteen (15%) percent of the then market value of the said land area. (It is estimated that said land at the signing of this Lease has a market value of twelve thousand (\$12,000.00) dollars. The Tenant shall have the right to appeal the "market value" determination as though such appeal were an appeal as to the assessment of such property, which appeal shall be to the Board of Review of the City of Sheboygan, following their normal appeals procedures. In the event the Board of Review declines jurisdiction, Wisconsin Arbitration Law shall be utilized or such other arbitration as may be agreeable to the parties.

Section 2.02. Past Due Rent. If Tenant fails to pay rent or any other charge due under this Lease when the same is due, the unpaid amount shall, at Landlord's option and without waiving any

other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

Section 2.03. Lien Rights. All rent due and to become due and all other obligations of Tenant to Landlord shall be a first lien on the Premises, and all those holding under Tenant shall be subordinate to Landlord's lien except as hereinafter stated. Landlord shall subordinate its first lien rights of the rent payment to the lien of a first mortgage of Tenant's interest executed for construction of improvements on the premises, provided that the mortgage shall be satisfied in full prior to expiration of the Lease and the mortgage does not otherwise unreasonably jeopardize Landlord's rights hereunder under Section 1.04, and that in the case of a construction mortgage, Tenant provides adequate proof that the proceeds will in fact be utilized for payment of construction expenses. The mortgage in final form shall be submitted for approval of Landlord before it shall become effective.

### ARTICLE III

#### CONSTRUCTION, ALTERATIONS, FIXTURES, EQUIPMENT

Section 3.01. Plans and Specifications. Tenant shall, at its own expense, prepare plans and specifications for a new building and improvements to be constructed on the Premises, which shall provide for a two-story, shanty-type structure of approximately 2,500 square feet, at a Minimum Investment of \$250,000.00. Minimum Investment includes all buildings and other improvements on the Premises, but shall not include inventory, moveable equipment, personal property items or soft costs. The plans and specifications shall comply with the architectural design guidelines for the "Riverfront Design Guidelines approved by the Landlord, a copy of which is on file with the Department of City Development, except as modified with the consent of the Landlord, attached hereto as Exhibit "B." Within ninety (90) days of the date of this Lease, Tenant shall submit the plans and specifications to Landlord and to the City of Sheboygan Architectural Review Board for written approval or disapproval. Landlord shall in writing approve or disapprove the plans and specifications within sixty (60) days of receipt thereof. If Landlord disapproves of the plans and specifications, Landlord shall give Tenant an itemized statement of the reason therefor, and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of construction. Either party shall have the option to terminate this Lease if resubmitted plans and specifications for the new building and improvements to be constructed on the Premises are

disapproved. Final approved Construction Plans for the improvements shall be attached to this Lease as Exhibit "D" at the time of approval.

Plans and specifications for future improvements or removal of improvements shall be subject to written approval of the Landlord prior to commencement of construction.

Section 3.02. Construction, Alterations, Improvements and Changes. Tenant, at its own expense, shall construct or provide for private construction of a building and/or other improvements on the Premises for the use set forth in Section 6.01 hereof. After the completion of such initial construction, in compliance with Section 3.01 hereof, Tenant shall have the right, without Landlord's prior approval, to make minor alterations and changes to such building and/or other improvements as Tenant may deem necessary, provided that Tenant shall not remove or demolish such building or other improvements without Landlord's prior consent. Prior to undertaking any subsequent structural alterations, improvements or changes after the initial construction, Tenant shall obtain Landlord's prior approval of plans and specifications. Any building and/or other improvements (including initial construction) shall be constructed in full compliance with any and all laws, ordinances, rules and regulations which may govern the same and shall be constructed in accordance with plans and specifications approved by Landlord. Tenant shall be solely liable for obtaining and paying the costs of all governmental permits, licenses and/or approvals necessary to construct the improvements and/or to operate Tenant's business therein. Tenant shall promptly pay all contractors and materialmen for work and supplies and shall not permit any lien to be attached to the Premises. Should any lien be made, Tenant shall bond against or discharge the same within thirty (30) days and hold Landlord harmless against the lien. Tenant shall additionally hold Landlord harmless against any loss or damage by reason of Tenant's construction of any building or improvements on the Premises. Tenant shall not suffer any unauthorized encumbrance to be placed upon the Premises. At Landlord's request, Tenant shall provide Landlord with satisfactory payment and/or performance bonds with regard to any construction hereunder.

Subject to the provisions of Section 11.04, initial construction shall commence no later than three (3) months after the date of execution of this Lease, and shall be substantially completed no later than thirteen (13) months after commencement of construction. In the event that such construction is not commenced or completed by Tenant within the aforesaid time

periods, or the Minimum Investment requirement is not met within said time periods, Landlord shall have the option to terminate this Lease on thirty (30) days' written notice to Tenant. Said option shall be in addition to any other rights of Landlord hereunder.

Section 3.03. Fixtures and Equipment. Tenant may, at its own expense, furnish and install such business and trade fixtures and equipment in and on the Premises as may be necessary or desirable for Tenant's business. Such fixtures and equipment shall remain the personal property of Tenant and shall be removed by Tenant at the expiration or termination of this Lease. Upon removal of such fixtures and equipment, Tenant shall restore the Premises to its condition at the time of their installation, reasonable wear and tear excepted. Tenant's obligation hereunder shall survive the expiration or termination of this Lease.

Business and trade fixtures are generally considered moveable personal property. Fixtures which become part of the real estate and are in the nature of real estate improvements are not considered business and trade fixtures under this section and shall not be removed by Tenant.

Any and all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all fixtures shall remain subject to Tenant's mortgagee's mortgage and/or security interest provided, however, that the mortgage and/or security interest shall be satisfied in full prior to expiration of the Lease term.

#### ARTICLE IV MAINTENANCE, REPAIR, LANDSCAPING AND DESTRUCTION

Section 4.01. Maintenance and Repair by Tenant. Tenant shall, at its own cost and expense, keep and maintain and repair the Premises, including all buildings and improvements of every kind which may be a part thereof (whether interior or exterior, structural or nonstructural); all heating, electrical, air conditioning, ventilating and plumbing equipment therein; and all appurtenances thereto, including private walkways adjacent thereto, in good condition and repair; and shall repair, restore and replace any such improvements which may become inoperable or be destroyed or damaged by fire, casualty or any other cause. Tenant shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and improvements thereon, or any activity or condition on or in the Premises. Tenant shall, at its own

expense, keep the Premises in sanitary, clean and neat order, and keep the sidewalks and parking area free of snow and trash.

Section 4.02. Landscaping. Within one hundred twenty (120) days following Tenant's substantial completion of construction of improvements pursuant to Section 3.02, Tenant shall, at Tenant's sole cost and expense complete landscaping of the Premises. Prior to commencing work on landscaping, Tenant shall submit to Landlord for approval or disapproval the plans and specifications for such landscaping. Landlord shall approve or disapprove the plans and specifications within forty-five (45) days of the receipt thereof. If Landlord disapproves the plans and specifications, Landlord shall give Tenant an itemized statement of the reasons therefor and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of landscaping work.

Tenant shall at all times during the term of this Lease, keep and maintain landscaping on the Premises in accordance with the approved PIP and in accordance with such further and/or additional standards and criteria which may be reasonably established by Landlord.

Section 4.03. Damage or Destruction.

(a) The damage, destruction or partial destruction of any building or other improvement on the Premises shall not release Tenant from any obligation under this Lease. In the event of such damage or destruction, Tenant shall, at its own cost and expense, promptly repair and restore the same to a condition as good or better than that which existed prior to the damage or destruction.

(b) If, at any time during the last five (5) years of the remaining term of this Lease, the leased Premises shall be substantially damaged or destroyed, in whole or in part (which shall mean damage or destruction in an amount equivalent to fifty (50%) percent or more of the then actual replacement value thereof, but without deducting physical depreciation, or to a lesser extent if such a portion thereof shall be damaged or destroyed so as to make it imprudent or unreasonable, in Tenant's reasonable opinion, to use the remaining portion for operations of the type and class immediately preceding such damage or destruction), by fire, collision by aircraft, act of God or other cause beyond the reasonable control of the Tenant, and whether or not insured, in whole or in part against any such cause, the Tenant may,

at its option, terminate this Lease within sixty (60) days after the extent of such damage or destruction has been determined by serving upon the Landlord, at any time within said sixty (60) day period, a ten (10) day written notice of the Tenant's election to so terminate, without any liability of the Tenant to the Landlord, except for the payment of rent, if any, accrued to the date of such termination and full performance, at Tenant's sole cost and expense, of the work of demolition or removal of the remaining portions of the buildings, structures or other improvements so damaged or destroyed and removal of all debris from the leased Premises. In the event this Lease shall be terminated pursuant to the provisions of this paragraph, the insurance proceeds, if any, recovered on account of such damage or destruction under insurance policies shall be paid to the Landlord and retained by the Tenant, as the case may be, after paying or reimbursing Tenant for the demolition or removal of the remaining portion of the buildings, structures or other improvements so damaged or destroyed and the removal of all debris from the leased Premises as follows: the Tenant shall pay to the Landlord such proportion thereof as the number of full lease years immediately preceding the Lease year in which such damage or destruction shall occur bears to fifty (50) years, and the balance of any such remaining proceeds shall be retained by the Tenant.

ARTICLE V  
UTILITIES AND TAXES

Section 5.01. Utilities and Expenses. Tenant shall, during the term of this Lease, fully and promptly pay for all water, sewer, gas, heat, light, power, telephone services and other public utilities of every kind furnished to the Premises and used by Tenant. Tenant shall also pay for hookup and/or lateral charges, if any, required to bring utilities from public streets and access ways. Landlord shall not be liable to Tenant for any interruption in the aforesaid utility service.

Section 5.02. Real Property Taxes. Landlord and Tenant acknowledge and agree that irrespective of ownership, the real property and improvements thereon which form the Premises and Property shall be subject to real estate taxation by the City of Sheboygan and that the lien of such real estate taxes shall be in all respects prior to the lien of any mortgage thereon. Tenant agrees that the Premises shall be subject to real property taxes and assessments in the same manner as if Tenant held fee ownership of the Premises.

Tenant shall, during the term of this Lease, pay and discharge, as they become due, promptly and before delinquency, all real estate and personal property taxes and outstanding assessments, both general and special, and special charges, levied or assessed by any lawful authority, and/or payable during or with respect to each calendar year during the term hereof, against the land, buildings and/or all other improvements on the Premises or against any improvements which may be added thereto. Tenant shall only be obligated to pay installments of special assessments (using the longest amortization schedule available) coming due during the term of this Lease. All such taxes and charges (with the exception of personal property taxes on Tenant's personal property), shall be prorated, if necessary, at the commencement and expiration of the Lease term.

Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed to or levied upon the Premises and required to be paid against Landlord's estate and, if required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonably require, provided, however, that Tenant shall fully indemnify and save Landlord harmless from all loss, cost, damage and expense incurred by or to be incurred by Landlord as a result thereof, and further provided that Tenant shall, at Landlord's request, escrow or post a bond for the full amount of the tax claim pending such proceedings.

#### ARTICLE VI CONDUCT OF BUSINESS

Section 6.01. Condition and Use. Tenant shall use the Premises for restaurant purposes, and for no other use, except with Landlord's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. Tenant shall not sell, permit to be kept, used or sold in or about the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant shall, at its own expense, comply with all requirements of any insurance company necessary for the maintenance of insurance required in this Lease. "Transient" has the meaning given in Section 77.52(2)(a)1., Wis. Stats.

Section 6.02. Waste and Nuisance. Tenant shall comply with all applicable laws, ordinances, regulations and/or deed and plat

restrictions affecting the use and occupancy of the Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Premises.

Section 6.03. Right of Entry. Tenant shall permit Landlord and its agents and employees, upon prior notice, to enter upon the Premises at all reasonable times for the purpose of inspecting the same.

## ARTICLE VII INSURANCE AND INDEMNITIES

Section 7.01. Casualty Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep all buildings or other improvements which are now or hereafter a part of the Premises insured against loss or damage by fire and extended coverage hazards or all-risk coverage at full insurable value based on a replacement cost basis without deduction for depreciation or obsolescence; with a deductible not greater than ten thousand and 00/100 (\$10,000.00) dollars; and with loss payable to Tenant, Landlord and Tenant's mortgagee as their interests may appear. Tenant shall pay the premiums when due and shall comply with the co-insurance provisions thereof, if any.

Section 7.02. Public Liability Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and all business operated thereon, with limits of public liability not less than one million and 00/100 (\$1,000,000.00) dollars for injury or death in any one occurrence, and property damage liability insurance in the amount of one hundred thousand and 00/100 (\$100,000.00) dollars. The policies shall name Tenant, Landlord and Tenant's mortgagee as co-insureds as their interests may appear. Landlord may from time to time during the term of this Lease require increases in the above-stated coverage limits consistent with standards of the insurance industry in the geographical area where the Premises is located.

Section 7.03. Certificates of Insurance. Tenant shall, with respect to any insurance coverage required in this Lease, furnish Landlord with certificates evidencing such insurance and stating that Landlord will be notified in writing thirty (30) days prior to cancellation, material change or nonrenewal of insurance. All such insurance shall be provided by responsible insurance companies licensed to do business in the State of Wisconsin which

have been approved by Landlord. Landlord shall approve all insurers rated A Class XV or higher by A.M. Bests.

In the event that Tenant fails to provide such insurance coverage, Landlord, in addition to its other rights under this Lease, shall have the option to procure such insurance for and on behalf of Tenant. In such event Tenant shall be required to reimburse Landlord for Landlord's costs at the time of payment of the next Rent payment due.

Section 7.04. Loss and Damage. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Landlord shall not be liable for any damage to or loss of property of Tenant or others located on the Premises.

Section 7.05. Hold Harmless. Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant or by any person whosoever may at any time be using or occupying or visiting the Premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Tenant or of any occupant, sub-tenant, visitor or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Tenant shall indemnify Landlord against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Tenant hereby waives all claims against Landlord for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Tenant in, on or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Landlord, its agents or employees.

Section 7.06. Environmental Indemnifications. Landlord hereby indemnifies, defends and holds the Tenant harmless from and against any and all losses, liabilities, liens, obligations, settlement payments, penalties, claims, judgments, suits, damages and expenses of any kind or nature whatsoever (including consultants' and attorneys' fees) (collectively, "Costs"), suffered or incurred by, demanded or imposed upon, or asserted against Tenant in connection with any of the following: (a) the failure of Landlord and/or its contractors, subcontractors, agents

or employees to comply with the requirements of the Wisconsin Department of Natural Resources approved Remedial Action Plan for the Premises; (b) the failure of Landlord and/or its contractors, subcontractors, agents or employees to comply with any federal, state or local law, rule, regulation, statute or ordinance, or any order of any governmental, regulatory or administrative authority pertaining to health, industrial hygiene or the environmental condition on, under or about the Premises (collectively, "Environmental Laws") as such failure affects the environmental condition of the Premises; (c) any release by the Landlord and/or its contractors, subcontractors, agents or employees of any petroleum product or hazardous material or Hazardous Substance on, upon, or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Landlord and/or its contractors, subcontractors or agents to comply with any Environmental Law or any release of petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; (e) the presence of any petroleum product or hazardous material or Hazardous Substance on, in, or within the soil, groundwater or surface water at, on, under or within the Premises, which products or materials or Substances were on, in, or within such soil, groundwater or surface water on the Commencement Date; and (f) any response, enforcement, or remedial action required by any governmental authority which is necessary to comply with any Environmental Law or any requirement of any regulatory or administrative authority with respect thereto arising out of, as a result of or related in any way to any petroleum product or hazardous material or Hazardous Substance on, under or within the Premises, which products or materials or Substances were on, under or within the Premises as of the Commencement Date. Notwithstanding the foregoing, Landlord shall not be liable for any Costs arising from any acts or omissions on the part of the Tenant or any of its members, or any of its contractors, subcontractors, agents, employees, licensees or invitees occurring on or after the Commencement Date.

Tenant hereby indemnifies, defends and holds the Landlord harmless from and against any and all Costs suffered or incurred by, demanded or imposed upon, or asserted against the Landlord in connection with any of the following: (a) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with the requirements of the Wisconsin Department of Natural Resources' approved Material

Handling and Engineered Barrier Plan; (b) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law as such failure affects the environmental condition of the Premises; (c) any release by Tenant and/or its contractors, subcontractors, agents, employees, licensees or invitees of any petroleum product or hazardous material or Hazardous Substance on, upon or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law or any release of any petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; and (e) any wrongful or intentional or negligent act or omission on the part of Tenant or its contractors, subcontractors, agents, employees, licensees or invitees, which would cause the Landlord or the City of Sheboygan not to be in compliance with the Wisconsin Department of Natural Resources Remedial Action Plan or restrictive covenants. Notwithstanding the foregoing, Tenant and its members, directors, officers and employees shall not be liable for any Costs arising from any acts or omissions on the part of the Landlord and/or its contractors, subcontractors, agents, or employees. In addition, the Tenant, its members, officers, directors, employees and their contractors, subcontractors and agents shall not be liable for any release, during the course of construction of any building and/or improvements on the Premises, of any petroleum product, hazardous material or Hazardous Substance located on, under or within the Premises on the Commencement Date, as long as the Tenant and its contractors, subcontractors and agents were using due care during the course of construction.

The term "Hazardous Substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable Environmental Law.

The Landlord and/or the City of Sheboygan shall have the right, at its cost, to inspect the Premises not less than once each year in order to assure that the Premises are in compliance with the Wisconsin Department of Natural Resources Remedial Action Plan, as is required by the Plan. In making these inspections,

the Landlord and/or the City will use its best efforts not to unreasonably interfere with the operation of the businesses located on the Premises. The Tenant, at its cost and expense, shall be responsible for all maintenance and repair of the engineered barrier within the Premises.

ARTICLE VIII  
EFFECT OF CONDEMNATION

Section 8.01. Total Condemnation. In the event that the entire Premises, or such part of the Premises as will render the remainder untenable, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of taking. The condemnation award shall be divided between the Landlord and the Tenant in proportion to their respective interests in the entire Premises. In the event of such condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

Section 8.02. Partial Condemnation. In the event of partial condemnation, not rendering the remainder of the Premises untenable, this Lease shall remain in full force and effect, with the exception that the rent shall be reduced in proportion to the area of the Premises lost by condemnation. The condemnation award shall be divided between the Landlord and the Tenant in proportion to their respective interests in the area of the Premises lost by condemnation. In the event of such partial condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

ARTICLE IX  
DEFAULT

Section 9.01. Tenant's Default Prior to Completion of Improvements. Any default of Tenant which occurs under this Lease prior to the issuance of the final Certificate of Completion to be issued shall be deemed a default under this agreement and the Redevelopment Agreement, and the remedies available to the

Landlord under the agreements shall be cumulative, and the exercise by it of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the Tenant.

Section 9.02. Tenant's Default After Completion of Improvements. After the issuance of the final Certificate of Completion to be issued, and default of Tenant not cured within: (a) thirty (30) days of written notice of default in the payment of rent or in the payment of other charges as required herein; or (b) sixty (60) days of written notice of default with respect to any other terms, covenants or conditions as herein required, or, if the default is of such a nature that it cannot reasonably be cured within sixty (60) days, Tenant fails to commence to cure the default within sixty (60) days or fails thereafter to proceed to the curing of such default with all possible diligence, Landlord shall, in addition to any other rights or remedies provided by law including, but not limited to appointment of a receiver, have the immediate right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Premises, or any part thereof, for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises. On each such re-letting:

(a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to, but not beyond, the term of this Lease) exceeds the amount agreed to be paid as rent for the Premises for such period on such re-letting; or

(b) At the option of Landlord, rents received by Landlord from such re-letting shall be applied first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid

hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

If Tenant has been credited with any rent to be received by such re-letting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new tenant, or if such rentals received from such re-letting under option (b) hereof, is less than that to be paid by Tenant hereunder, Tenant shall pay any such deficiency to Landlord.

No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

Landlord agrees to give Tenant's mortgagee concurrent notice of default and a concurrent right to cure in accordance with the foregoing provided that Tenant gives Landlord written notice of the name and address of any such mortgage. The name and address of Tenant's initial mortgagee, if any, is set forth in Section 11.06.

Section 9.03. Notice of Landlord's Default. Landlord shall not be deemed to be in default hereunder with respect to any of the terms, covenants or conditions of this Lease unless Tenant shall first give to Landlord thirty (30) days' written notice of such default and Landlord fails to cure the default within the thirty (30) days, or, if the default is of such a nature that it cannot reasonably be cured within thirty (30) days, Landlord fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

Section 9.04. Parties May Remedy Defaults. In the event of any breach hereunder by either party (and in lieu of Landlord's terminating this Lease as hereinbefore provided), Landlord or Tenant, respectively, may immediately or at any time thereafter, after having given the other party the requisite notice to cure the same and the time for such correction having elapsed, cure such breach for the account and at the expense of the other party. If Landlord or Tenant at any time, by reason of such breach, are compelled to pay, or elect to pay, any sum of money, or incur any expense, including reasonable attorneys' fees, in instituting or prosecuting an action or proceeding to enforce such party's rights hereunder or curing such breach, the sum or sums so paid or incurred by such party, if paid or incurred by Landlord shall be deemed to be rent hereunder and shall be due from Tenant to Landlord on the next rent payment date, and, if paid or incurred by Tenant shall be deductible, without interest, to the extent thereof from subsequent payments of rent. This option given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided or deprive Landlord or Tenant of any legal rights which they may have by reason of the other party's default.

ARTICLE X  
ASSIGNMENT AND SUBLETTING

Section 10.01. Tenant's Assignment. Tenant shall not assign or transfer this Lease without Landlord's prior written consent. Notwithstanding the foregoing, upon issuance of the Certificate of Completion as provided for in the Redevelopment Agreement, Tenant's mortgagee shall have the unqualified right to assign the Tenant's rights under the Lease upon default under the Tenant's mortgagee's mortgage/security interest, except as otherwise prohibited or restricted by applicable law. Tenant's mortgagee shall provide Landlord with prior written notice of such assignment.

Section 10.02. Tenant's Subleasing. Tenant shall have the right to sublease portions of the Premises without Landlord's prior approval provided that such subleasing meets the following requirements:

- (a) The term of the sublease shall not exceed the original term of this Lease; and
- (b) The sublessee's use of the Premises shall be limited to use in conformance with Sections 6.01 and 6.02 hereof;

and

- (c) The subleasee shall execute and deliver to Landlord a document in form and content acceptable to Landlord, acknowledging this Lease and agreeing that a termination or expiration of this Lease shall at Landlord's sole option constitute a termination or expiration of the sublease.

Any sublease which does not meet all of the above-stated requirements shall be subject to Landlord's prior written approval, which approval shall not unreasonably be withheld.

Tenant shall promptly provide Landlord with copies of all executed subleases affecting the Premises. No sublease shall operate to relieve Tenant of any obligation under this Lease.

Section 10.03. Landlord's Assignment. Landlord shall have the right to assign or transfer its interests in this Lease at any time, provided that the assignee or transferee assumes and agrees to be bound by the terms of this Lease, and further provided that Landlord notifies Tenant of such assignment and provides Tenant with an executed copy of the agreement whereby the assignee or transferee agrees to be bound by the terms hereof.

#### ARTICLE XI MISCELLANEOUS

Section 11.01. Accord and Satisfaction. No payment received by Landlord of a lesser amount than the rent or other charges due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of rent or other charges or pursue any remedy in this Lease.

Section 11.02. Entire Agreement. This Lease and Exhibits attached hereto set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises provided, however, that prior to issuance of the Certificate of Completion called for in the Redevelopment Agreement, this Lease shall also be subject to the terms and conditions set forth in the Redevelopment Agreement. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as

herein set forth. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 11.03. No Partnership. Landlord does not in any way become a partner, joint venturer or member of a joint enterprise with Tenant.

Section 11.04 Force Majeure. If either party is delayed from the performance of any act required hereunder (except the payment of money) by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for a period equivalent to the period of the delay.

Section 11.05. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein shall not be deemed a waiver of the term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any covenant herein, other than the failure of Tenant to pay the rent so accepted. No covenant, term or condition of this Lease shall be waived by Landlord or Tenant unless the waiver be in writing.

Section 11.06. Notices. Any notices given or required to be given to Landlord shall be sent or personally delivered as follows:

City of Sheboygan, Wisconsin  
828 Center Avenue,  
Sheboygan, WI 53081  
Attention: CITY ATTORNEY

Any notices given or required to be given to Tenant shall be sent or personally delivered as follows:

PAJA PropertiesLLC.  
Aaron Sloma, registered agent  
16524 Lax Chapel Road  
Kiel, WI 53042

Any notices given or required to be given to Tenant's mortgagee shall be sent or personally delivered as follows:

(PAJA Properties, LLC to provide lender information)

Notices shall be deemed given when deposited with the U.S. Postal Service, postage prepaid and correctly addressed, registered or certified mail, return receipt requested, to the respective parties or when personally delivered. Any party may change its respective above-stated address by written notice to the other parties.

Section 11.07. Partial Invalidity. If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease or the application of the provision in other circumstances shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 11.08. Memorandum of Lease. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 11.09. Consent Not To Be Unreasonably Withheld. Where any provision of this Lease requires prior written consent by either party, such consent shall not be unreasonably withheld nor unduly delayed.

Section 11.10 Quiet Title. Landlord covenants, represents and warrants that Landlord is seized in fee title to the Premises subject to the encumbrances, easements, rights of way, reservations, restrictions, covenants, limitations and conditions of record; and that for so long as Tenant fulfills the conditions and covenants required of Tenant under this Lease, Tenant shall have peaceful and quiet possession of the Premises throughout the Term. Landlord further covenants and warrants that Landlord has good right, full power and lawful authority to enter into this Lease for the full term and extensions hereof.

Section 11.11. Remedies Cumulative. All remedies conferred on Landlord and Tenant by this Lease shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

Section 11.12. Binding Effect. The covenants and agreements

contained in this Lease shall bind the respective successors, heirs and legal representatives of the parties hereto.

Section 11.13. Applicable Law. This Lease shall be governed by the laws of the State of Wisconsin.

Section 11.14. Holding Over. Any holding over after the expiration of the term or any extended term of this Lease with Landlord's consent shall be construed to be a tenancy from month-to-month at twice the rental amount and otherwise on the same terms and conditions hereof.

Section 11.15. Counterparts. This Lease may be executed in two (2) or more counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Lease has been made, executed and delivered in duplicate as of the date and year first set forth above.

LANDLORD:

TENANT:

CITY OF SHEBOYGAN, WI

PAJA PROPERTIES, LLC.

By: Michael Vandersteen

By: Aaron M. Sloma

Michael Vandersteen, Mayor

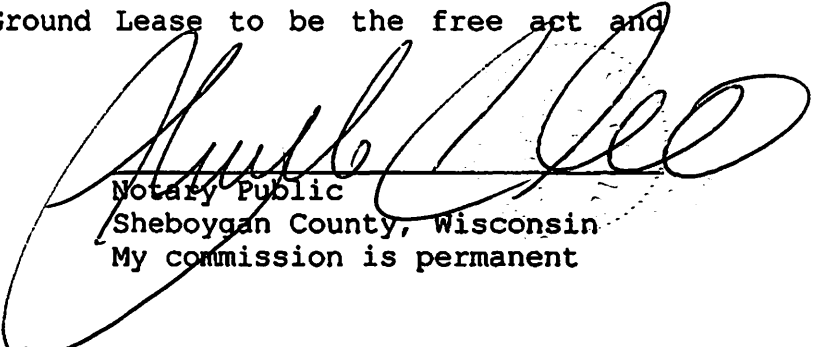
Aaron Sloma, President

Susan Richards  
Susan Richards, City Clerk

ACKNOWLEDGMENT OF LANDLORD

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF SHEBOYGAN )

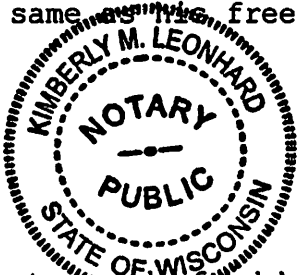
On this 2<sup>nd</sup> day of November, 2015, before me personally appeared Michael Vandersteen and Susan Richards to me personally known, who being by me duly sworn, did each for themselves say that they are respectively, the Mayor and City Clerk of the City of Sheboygan, Wisconsin, a, and that the Ground Lease was signed and sealed on behalf of said corporation by authority of its board of directors; and said Michael Vandersteen and Susan Richards acknowledged before me the Ground Lease to be the free act and deed of said corporation.

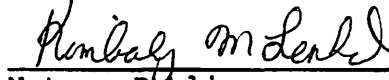
  
Notary Public  
Sheboygan County, Wisconsin  
My commission is permanent

ACKNOWLEDGMENT OF TENANT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF SHEBOYGAN )

On this 11 day of November, 2015, before me personally appeared Aaron Sloma who executed the foregoing Ground Lease on behalf of PAJA Properties, LLC. and acknowledged before me that he executed the same as his free act and deed.



  
Notary Public  
Sheboygan County, Wisconsin  
My commission is ~~permanent~~

Expires 9/29/2019

This instrument was drafted by  
Attorney Charles C. Adams  
WI State Bar No.

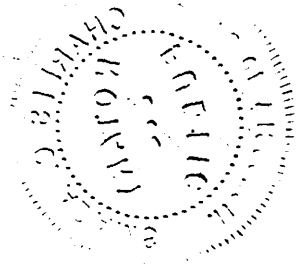
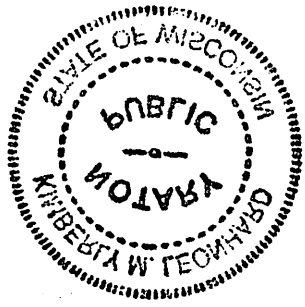


Exhibit "A"

See Next Page for drawing.

PART OF LOTS 5 AND 6 BLOCK 206 AND VACATED VIRGINIA AVENUE, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS;

COMMENCING AT THE SE CORNER OF BLOCK 181, ORIGINAL PLAT, CITY OF SHEBOYGAN, THENCE S89°37'57"E 66.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE FOR RIVERFRONT DRIVE, THENCE S89°36'57"E ALONG THE NORTH RIGHT OF WAY LINE FOR VACATED VIRGINIA AVENUE 88.96 FEET, THENCE S00°12'28"W 77.01 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S12°23'01"W 46.06 FEET, THENCE S03°07'04"W 37.65 FEET, THENCE S86°36'06"E 78.98 FEET, THENCE N08°43'10"E 56.79 FEET, THENCE N00°17'03"E 30.62 FEET, THENCE N89°36'57"W 75.68 FEET, TO THE POINT OF BEGINNING AND CONTAINING 6,835.53 SQUARE FEET OR 0.1569 ACRES OF LAND

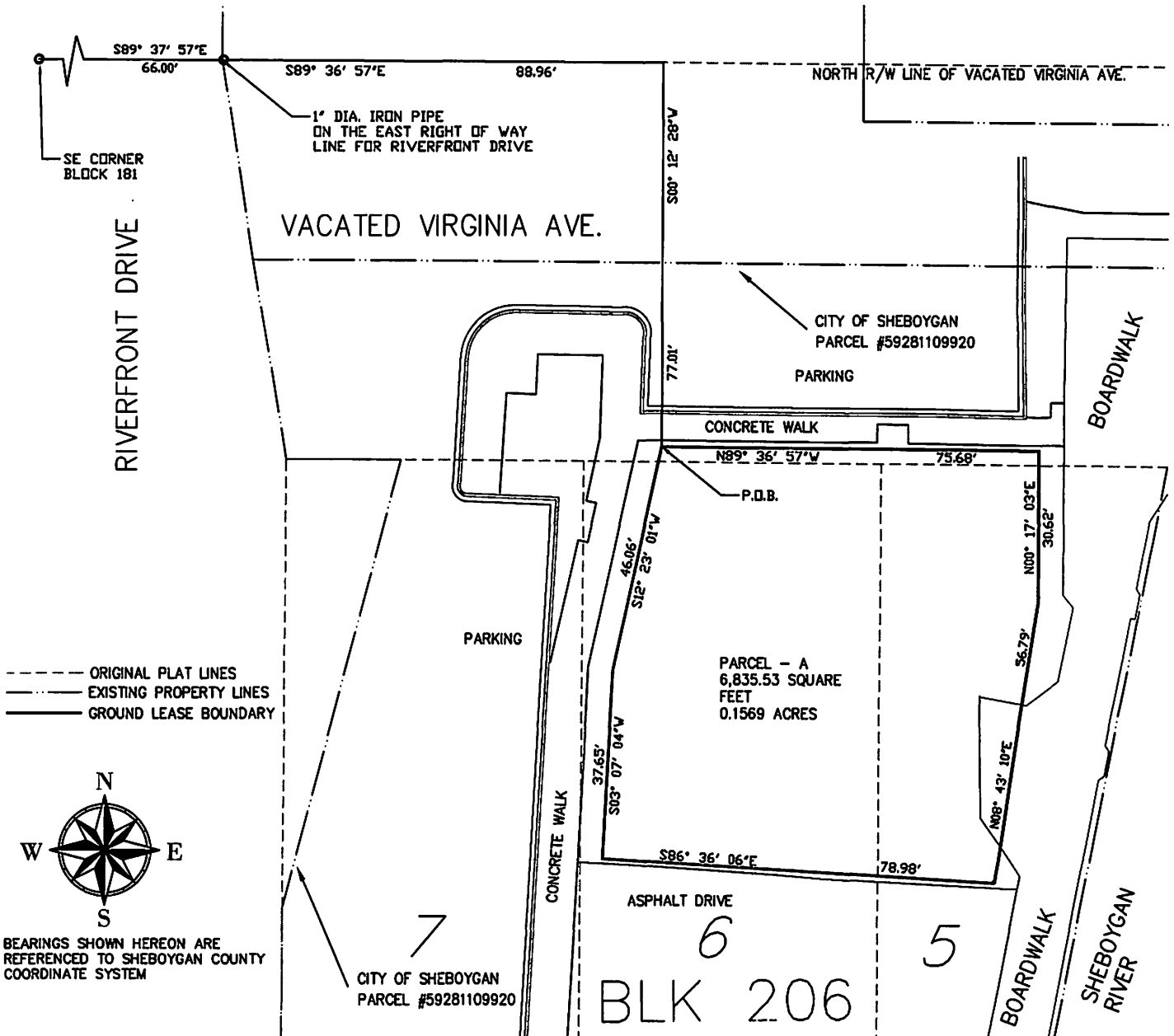
**PAJA PROPERTIES, LLC.**  
**GROUND LEASE**  
 IN SECTION 23, T. 15 N., R. 23 E.  
 CITY OF SHEBOYGAN PARCEL # 59281109920

**DESCRIPTION - PARCEL A**

PART OF LOTS 5 AND 6 BLOCK 206 AND VACATED VIRGINIA AVENUE, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS;

COMMENCING AT THE SE CORNER OF BLOCK 181, ORIGINAL PLAT, CITY OF SHEBOYGAN, THENCE S89°37'57"E 66.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE FOR RIVERFRONT DRIVE, THENCE S89°36'57"E ALONG THE NORTH RIGHT OF WAY LINE FOR VACATED VIRGINIA AVENUE 88.96 FEET, THENCE S00°12'28"W 77.01 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S12°23'01"W 46.06 FEET, THENCE S03°07'04"W 37.65 FEET, THENCE S86°36'06"E 78.98 FEET, THENCE N08°43'10"E 56.79 FEET, THENCE N00°17'03"E 30.62 FEET, THENCE N89°36'57"W 75.68 FEET, TO THE POINT OF BEGINNING AND CONTAINING 6,835.53 SQUARE FEET OR 0.1569 ACRES OF LAND.



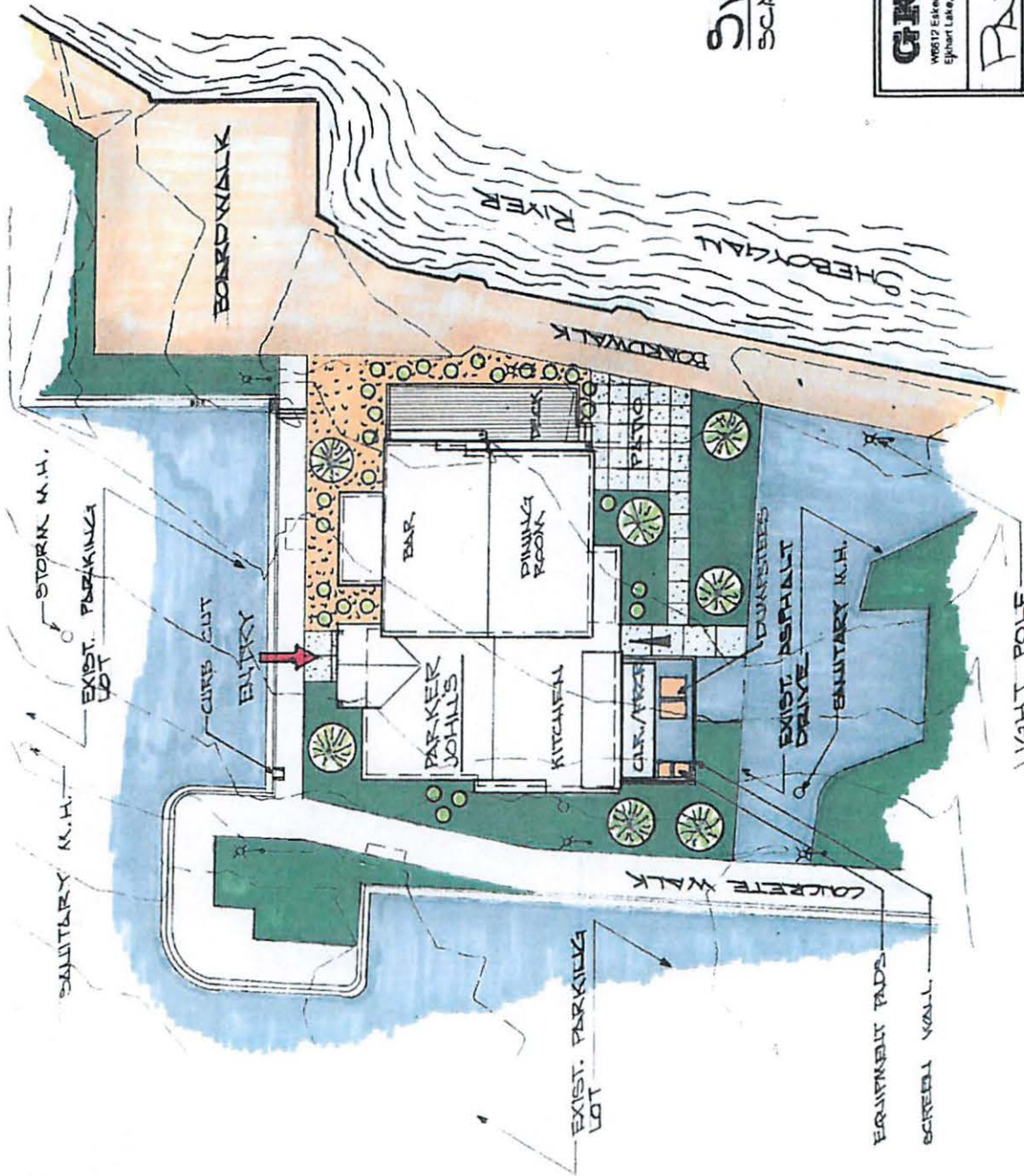
BEARINGS SHOWN HEREON ARE REFERENCED TO SHEBOYGAN COUNTY COORDINATE SYSTEM

CITY OF SHEBOYGAN ENGINEERING DEPT.  
 DRAFTED BY: BRIAN SANDBERG  
 DATE: 10/05/2015

SCALE 1" = 30'

**Exhibit "B"**

*See Next Page*



**SITE PLAN**  
SCALE: 1" = 20'

<b>GPKA</b> Architectural, LLC 10612 Esker Road Elkhart Lake, WI 53020 Phone: Fax: 920.876.3069 email: gpkarchitectural.com	Project: 182 Date: 9/29/15
	1
<b>PARKER JOHN'S</b> RIVERFRONT SHEBOYGAN, WISCONSIN	

## MATERIALS

5" EXPOSED FACE SHIP LAP CEDAR SIDING W/ APPLIED WEATHERED GRAY PENETRATING STAIN.

1X6 STAINED CEDAR FASCIA.

3 1/2" FACE STAINED CEDAR CORNER BOARDS & WINDOW TRIM BOARDS.

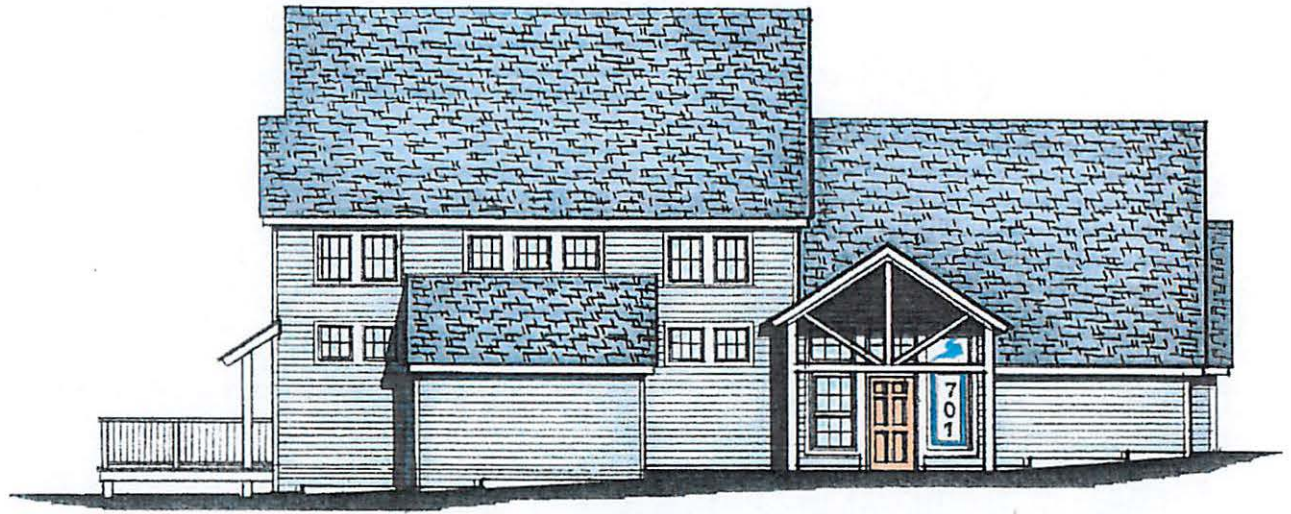
CLAD WOOD WINDOWS W/ MULTIPLE GLASS.

STAINED WOOD DOORS.

CLAD WOOD MULTISLIDE DOORS W/ MULTIPLE GLASS ON EAST ELEVATION.

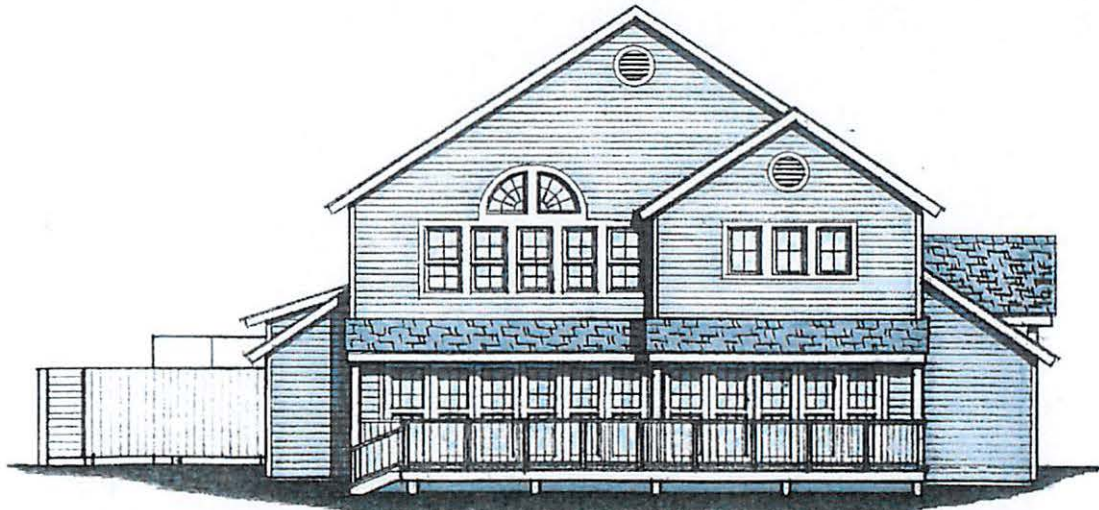
8/12 PITCHED ROOF W/ BLACK DIMENSIONAL ASPHALT SHINGLES.

WOOD RAILINGS W/ STAINLESS STEEL CABLE RAILS.



## NORTH ELEVATION

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



## EAST ELEVATION

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

<b>GKA</b> architectural, LLC	
W6612 Esker Ridge Elkhart Lake, WI 53020	Phone/Fax 920-876-3099 email gkarchit@yahoo.com
PARKER JOHN'S RIVERFRONT SHEBOYGAN, WISCONSIN	
Price Tag 182 Date 9/29/15	2

VII

R. C. No. \_\_\_\_\_ - 15 - 16. By LAW AND LICENSING. October 19, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 131-15-16 by the City Clerk, license applications for the period ending December 31, 2015 and June 30, 2017; recommends granting Beverage Operator's License application #9427 contingent upon the application being corrected and with a warning to include all violations on future applications.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV

**VI**

R. C. No.           - 15 - 16. By LAW AND LICENSING. October 19, 2015.

Your Committee to whom was referred R. O. No. 131-15-16 by the City Clerk, license applications for the period ending December 31, 2015 and June 30, 2017; recommends Beverage Operator's License application #0237 be denied based upon her failure to accurately reveal all relevant convictions on her license application, her record as a repeat law violator, and her failure to cooperate with the Committee.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV

II

Other Matters

9.1

R. O. No. 131 - 15 - 16. By CITY CLERK. September 8, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2017.

*Law & Lic.*

City Clerk

CHANGE OF AGENT

Wendy Vera is being replaced by Jane Stange as agent for Pier 17, LLC located at 539 Riverfront Dr. effective immediately.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1511	Denny's Bar	2140 Calumet Dr. - one-day event to be held 10/18/15 to include current premise and the parking lot the west and north of the building.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0887	Bauer, Kathleen M.	1030 Pershing Ave.
9427	Bedore, Amanda L.	2115 Georgia Ave.
0900	Blair, Loretta M.	1626A N. 9 <sup>th</sup> St.
0891	Bower, Steven J.	3604 S. 16 <sup>th</sup> St.
2440	Butzen, MarthaJo	685 E Washington Ave., Cleveland
0898	Dehne, Amy Marie	3116 S. 20 <sup>th</sup> St.
5860	Firgens, Todd C.	1828 S. 12 <sup>th</sup> St.
0884	Gauerke, Shaileigh E.	509 Madison Ave., Cascade
0895	Hoffman, Katey M.	2108 Martin Ave.
9497	Jackson, Kree A.	1411 School Ave.
9885	Kaat, Amber M.	1613 Indiana Ave.
0889	Klueger, Katie Ann	2806 N. 11 <sup>th</sup> St., #1
8521	Kophamel, Marissa J.	4247 Honeysuckle Ct., F202
0886	Kramer, Joseph R.	2341 Skyline Dr., #2C
0894	Metz, Lisa Ann	1108 N. 10 <sup>th</sup> St.
0237	Mewes, Cassondra L.	1734 N. 11 <sup>th</sup> St.
8543	Mikalowsky, Tonya L.	2212 S. 16 <sup>th</sup> St.
0897	Odgers Sr., Damon A.	3626 S. 17 <sup>th</sup> Pl.
0883	Phillips, Brianna M.	830 N. 10 <sup>th</sup> St.

*9/21/15 - grant all licenses except food  
Bedore, Hoffman, Metz, Mewes, Mikalowsky  
10/5/15 - hold Bedore, Mewes, grant Hoffman, Jackson, Metz, Mikalowsky  
10/19/15 - deny Mewes, grant Bedore*

11

131

0882 Powers, William K. (Club)	W3089 State Rd. 28, Sheb. Falls
0885 Preston, Andrea Leigh	12827 San Rd., White Law
8860 Santana, Susan M.	2724 Main Ave.
0879 Shelton, Matthew C.	320 Division St., Neenah
0893 Strysick, Patricia A.	1608 S. 12 <sup>th</sup> St.
0881 Tryba, Michael A.	2413 S. 12 <sup>th</sup> St.
0720 Thurman, Luke R.	1422 N. 7 <sup>th</sup> St.
0896 Wilsing, Brittney E.	112 Pine St., #1
2315 Wilsing, Timothy S.	1029 Happy Ln., Apt. 3, Sheb. Falls

TAXICAB DRIVER LICENSE **(NEW)** (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0892	Bayona, Eduardo	N7695 Garton Ct.
0261	Juarez, Cynthia Lorenzo	2126 S. 12 <sup>th</sup> St.
0890	Nett, Steven F.	208 Main St., Cedar Grove

# VII

R. C. No. \_\_\_\_\_ - 15 - 16. By LAW AND LICENSING. October 19, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 168-15-16 by the City Clerk, license applications for the period ending December 31, 2015 and June 30, 2017; recommends that the following licenses be granted with various caveats:

## CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3001	Ranieri's Four of A Kind	811 Indiana Ave. - one-day event to be held 10/25/15 to include current premise and east and west parking lots.

## BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0922	Anttila, Sarah Lyn	811 N. 4 <sup>th</sup> St.
7751	Bowers, Misty D.	2309 Main Ave.
0917	Fischer, Hannah P.	1233 Lincoln Ave.
0921	Johnson, Judy M.	6945 N. 80 <sup>th</sup> St., Milwaukee
0916	Kempf, Corey D.	220 Fremont St., #251, Kiel
0920	Nienhuis, Tara A.	3424 S. 15 <sup>th</sup> St.
7604	Peloquin, Thomas J.	2719 Wedemeyer Ave.
6655	Rick, Dawn M.	1704 N. 29 <sup>th</sup> St.
0924	Ripplinger, Kasey A.	1212 N. 12 <sup>th</sup> St.
*0918	Soto Jr., Florentino	708 Carpenter St., Plymouth

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

*Consent*

III

TAXICAB DRIVER LICENSE (NEW) (December 31, 2015)

No.   Name

Address

\*6884 Adomavich, David H.

1107 Erie Ave.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VI**

R. C. No.        - 15 - 16. By PUBLIC PROTECTION AND SAFETY. October 19, 2015.

Your Committee to whom was referred R.O. No. 159-15-16 from Tom Butzen requesting that proper signage be placed in front of his building at 1825 Erie Ave. for people to park without getting tickets for the Park's Black Belt Academy; recommends the document be accepted and placed on file.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV

II

3.14

R. O. No. 159 - 15 - 16. By CITY CLERK. September 21, 2015.

Submitting a communication from Tom Butzen requesting that proper signage be placed in front of his building at 1825 Erie Ave. for people to park without getting tickets for the Park's Black Belt Academy.

~~PP+S~~  
ac's File

---

City Clerk

100

111

100

SEP 15 '15 3:09

**Butzen Contracting Inc.** ▼ ▲ ▼ ▲ ▼ ▲ ▼ ▲ ▼ ▲ ▼

1825 Erie Avenue, Sheboygan, WI 53081

Telephone 920-458-5360 Fax 920-458-9711

September 15, 2015

Dear City Clerk,

My name is Tom Butzen I own the building at 1825 Erie Ave. Sheboygan, WI 53081.

Park's Black Belt Academy is upstairs.

We have had parking issues in front of my business for many years. Park's Black Belt Academy has classes in the evening. Some of the students' parents park in front of the building while they wait for their children. Since there are not signs on the street in front of the building, many of them have received parking tickets. This is particularly frustrating for new students.

There is a sign by the veterinary's office and by the office next door. Since there is not a sign in front of this building, people think that it is okay to park there.

We want our customers to have a good experience when they visit our building. We hope the city will help us resolve this issue. Thank you.

Sincerely,



Tom Butzen

Cc: Alderman Thiel  
Alderwoman Kath

# **Butzen Contracting Inc.** ▼ ▲ ▼ ▲ ▼ ▲ ▼ ▲ ▼ ▲ ▼

1825 Erie Avenue, Sheboygan, WI 53081

Telephone 920-458-5360 Fax 920-458-9711

September 15, 2015

Dear City Clerk,

My name is Tom Butzen I own the building at 1825 Erie Ave. Sheboygan, WI 53081.

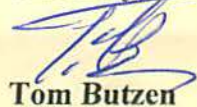
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We have had parking issues in front of my business for many years. Park's Black Belt Academy has classes in the evening. Some of the students' parents park in front of the building while they wait for their children. Since there are not signs on the street in front of the building, many of them have received parking tickets. This is particularly frustrating for new students.

There is a sign by the veterinary's office and by the office next door. Since there is not a sign in front of this building, people think that it is okay to park there.

We want our customers to have a good experience when they visit our building. We hope the city will help us resolve this issue.  
Thank you.

Sincerely,



Tom Butzen

Cc: Alderman Thiel  
Alderwoman Kath

**IV**

R. C. No.       - 15 - 16      . By PUBLIC PROTECTION AND SAFETY. October 19, 2015.

Your Committee to whom was referred Com. No. 2-15-16 from Patrick and Melissa Bryne regarding making the alley along the south side of Cole Park a no-through zone; recommends the document be accepted and placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



I

3.2

Com. No. 2 - 15 - 16. September 8, 2015.

Submitting a communication from Patrick and Melissa Bryne regarding making the alley along the south side of Cole Park a no-through zone.

Presented to the Common Council by Alderperson

  
Carlson

~~PP & S.~~  
cc: File

## **Richards, Susan**

---

**From:** Alderperson Darryl Carlson  
**Sent:** Friday, September 04, 2015 10:36 AM  
**To:** Richards, Susan  
**Subject:** Correction to my referral yesterday

Can you just submit this as a communication:

A request making the alley along the South side of Cole Park a no-through zone. It is therefore that we propose that some fashion of barricading this alley to block through traffic be installed as it is a public safety hazard to both children playing in the park as well as pedestrians on the sidewalks of 3rd and 4th Streets. This alley is treated as a regular residential street because of its unusual width and only having one driveway abutting it. The other unique situation is that both houses at each end of the alley are less than five feet from the sidewalk creating a blind spot for the cars the regularly travel down this alley at 25-35 mph and do not stop before they reach the sidewalks.

Ourselves and many of our neighbors, including the owner of the property that has the single driveway in this alley are completely for this proposal and would like their children to be able to walk or ride bicycles on the sidewalk without fear of them being injured or killed by a car pulling in or out of the alley.

Any help you may be able to provide us as our Alderperson would be greatly appreciated.

Sincerely,  
Patrick and Melissa Bryne  
1623 N 4th St, Sheboygan  
[patrick.bryne@yahoo.com](mailto:patrick.bryne@yahoo.com)

**VI**

R. C. No.       - 15 - 16      . By PUBLIC PROTECTION AND SAFETY. October 19, 2015.

Your Committee to whom was referred R.O. No. 172-15-16 from Dale Kuhn and his neighbors on Cherry Lane requesting the posting of impact parking for the 1100 block of Cherry Lane; recommends the document be placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

IV

II

4.7

R. O. No. 172-15-16. By CITY CLERK. October 5, 2015.

Submitting a Petition from Dale Kuhn and his neighbors on Cherry Lane requesting the posting of impact parking for the 1100 block of Cherry Lane.

~~PP&S.~~  
File

---

City Clerk

24

II

100

To whom it may concern:

I am writing this letter to request the posting of impact parking being made for the 1100 block of Cherry Lane. The reason for this request is because almost all of the residents on Cherry Lane only have a short one car driveway and own multiple vehicles. I believe the current parking provisions, of no parking on the street during school hours, was posted before South High School was remodeled, where a larger parking lot was established. Since the larger parking lot was built, the matter of Cherry Lane being crowded during school hours has decreased, which is why I believe residents should be allowed to have impact parking. Thank you for your time and consideration in this matter.

Thank you,

Dale Kuhn

Dale Kuhn 1120 Cherry Lane 459-7262

Please find attached additional resident signatures requesting the same consideration on this matter.

Kim Medoff 1153<sup>A</sup> Cherry Lane

Clara Theodoroff 1153 Cherry Lane

Judy Kuhn 1120 Cherry Lane

David Wassit 1119 Cherry Lane

Jackie Wassit 1119 Cherry Lane

Emily M Green 1126 Cherry Lane

Cindy Gruen 1126 Cherry Lane

Kyle 1113 Cherry Lane

Yahfer 1113 Cherry Lane

To whom it may concern:

I am writing this letter to request the posting of impact parking being made for the 1100 block of Cherry Lane. The reason for this request is because almost all of the residents on Cherry Lane only have a short one car driveway and own multiple vehicles. I believe the current parking provisions, of no parking on the street during school hours, was posted before South High School was remodeled, where a larger parking lot was established. Since the larger parking lot was built, the matter of Cherry Lane being crowded during school hours has decreased, which is why I believe residents should be allowed to have impact parking. Thank you for your time and consideration in this matter.

Thank you,

Dale Kuhn

Please find attached additional resident signatures requesting the same consideration on this matter.

Annette Basler 1150 Cherry Lane

Jammy Mikhm 1144 Cherry Lane

Jane Mikhm 1144 Cherry Lane

MARY FORKINS 1143 Cherry Lane

Sandra Barnes 1143 Cherry Lane

Chad Brown 1132 cherry lane

Jessica Brown 1132 Cherry Ln

Rich Berth 1162 A Cherry Lane

Mary Lebnhardt 1106 Cherry Ln

J. L. 1106 Cherry Ln

Barbara Kern 1149 Cherry Ln

& Susan C Mathews 1137 Cherry Lane

Shorea Vang 1131 Cherry Lane

Roy Yhl 1125 Cherry Ln.

David Binder 1107 CHERRY LN.

Jon Kern 1149 Cherry Lane

Her Vang 1131 Cherry Lane

Art Jensen 1138 Cherry Ln

Alan D... 1114 CHERRY LN.

---

To whom it may concern:

I am writing this letter to request the posting of impact parking being made for the 1100 block of Cherry Lane. The reason for this request is because almost all of the residents on Cherry Lane only have a short one car driveway and own multiple vehicles. I believe the current parking provisions, of no parking on the street during school hours, was posted before South High School was remodeled, where a larger parking lot was established. Since the larger parking lot was built, the matter of Cherry Lane being crowded during school hours has decreased, which is why I believe residents should be allowed to have impact parking. Thank you for your time and consideration in this matter.

VI

R. C. No.       - 15 - 16      . By PUBLIC PROTECTION AND SAFETY. October 19, 2015.

Your Committee to whom was referred R.O. No. 110-15-16 from Charles McClelland and Terry McClelland requesting two street parking changes for properties at 1242 and 1244 Lincoln Ave.; recommends the request be denied.

*Consent*

_____	_____
_____	_____
_____	_____

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

3.9

R. O. No. 110 - 15 - 16. By CITY CLERK. August 17, 2015.

Submitting a communication from Charles McClelland and Terry McClelland requesting two street parking changes for properties at 1242 and 1244 Lincoln Ave.

~~PPS~~  
deny request

---

City Clerk

II

110

0.9

Date: August 12, 2015

11:12 AM '15

To: The Common Council  
City of Sheboygan  
% Sue Richards  
Clerk of Courts

From: Charles McClelland      and      Terry McClelland  
Home owner                      Home owner  
1242 Lincoln Avenue          1244 Lincoln Avenue  
Sheboygan, WI 53081          Sheboygan, WI 53081

Dear Council members,

We are requesting that two street parking changes be implemented for the above properties:

1) The parking (space is for 1 vehicle) in front of the 1242 Lincoln Avenue property be restricted to "disabled" only. There are 3 vehicles that park at this address. Two vehicles that belong to me and one for the tenant.

It is difficult to find parking in front of my home. The driveway is shared with the tenant and my other vehicle is parked on the street. My wife Margaret McClelland has a State of Wisconsin handicap placard (P199921).

2) The parking space in front of 1244 Lincoln Avenue be expanded to allow space for 2 vehicles. Currently there is only space for 1 and a half vehicles. Several years ago a 2 hour parking time limit was implemented for the rest of the block in front of St. John's church office west to the corner of Lincoln Avenue and 13<sup>th</sup> Street. If the 2 hour limit parking limit sign would be move 6 or 7 feet to the west, there would be space for 2 vehicles in front of my property.

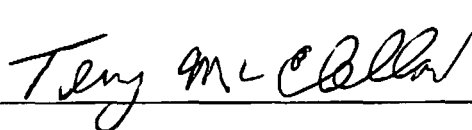
The property at 1244 Lincoln is a duplex with 2 tenants that reside there. Each tenant has 2 vehicles. A driveway is shared for 2 of the vehicles and the other 2 vehicles are parked on Lincoln Avenue.

If you need and additional information, please contact us at 920.698.6449.

Thank you for your help and assistance in resolving our parking issues.



Charles McClelland



Terry McClelland

III

R. O. No.        - 15 - 16. By TRANSIT COMMISSION. October 19, 2015.

Your Commission to whom was referred R. O. No. 173-15-16 by the Purchasing Agent submitting bids to replace the commercial heating equipment at the Shoreline Metro Building and Res. No. 85-15-16 by Alderperson Carlson authorizing entering into contract for the replacement of three commercial unit heaters and one waste oils furnace in the shop and storage area(s) of Shoreline Metro Building; recommends that the Report of Officer be accepted and placed on file and to pass the Resolution.

*Consent.*

\_\_\_\_\_  
Transit

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III

5.7

Res. No. 85 - 15 - 16. By Alderperson Carlson. October 5, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement of three commercial unit heaters and one waste oil furnace in the shop and storage area(s) of the Shoreline Metro Building.

WHEREAS: The City of Sheboygan Shoreline Metro Facility needs to upgrade three ceiling mounted unit heaters and one waste oil furnace in the shop and garage storage area of the building and;

WHEREAS: The City of Sheboygan issued a Request for Bids # 1897 for this work. Three bids were received with the low bid by Kleeman Mechanical of Sheboygan meeting all stated specifications.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Kleeman Mechanical Inc. of Sheboygan for the replacement of the specified heating equipment in the amount of \$ 20,465.00

BE IT FURTHER RESOLVED: That the funding for this expenditure is to be taken from Account #65193110-522110.

*Transit*

  
\_\_\_\_\_

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

II

4.8

R. O. No. 173 - 15 - 16. By PURCHASING AGENT. October 5, 2015.

Submitting a tabulation of bids related to the replacement of commercial heating equipment at the Shoreline Metro Building in accordance with Request For Bids #1897.

Company/City	Bid bond	Unit Heaters Proposed Total of Three	Waste oil Burner Proposed One Unit	Total Base Bid
Mannenbach Mechanical- Kiel	Yes	Reznor UDASCC6150- 400 (3) Units	Clean Burn CB-2500	\$21,300.00
Kleeman Mechanical- Sheboygan	Yes	Lennox TUA150NSAF	Clean Burn CB-2500CF	\$20,465.00
Schaus Mechanical- Manitowoc	Yes	Reznor UDAS150	Lanair MX 150	\$ 25,369.00

The Low bid by Kleeman Mechanical of Sheboygan meets all specifications and is herewith recommended for award of the contract.

*Transit*

Respectfully submitted,  
Bernard R. Rammer

II

R. O. No.        - 15 - 16. By TRANSIT COMMISSION. October 19, 2015.

Your Commission to whom was referred Res. No. 84-15-16 by Alderperson Carlson authorizing entering into contract with Tapco for Parking and Revenue Control System for Lot 14; recommends that the Resolution be passed.

*Consent*

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Transit

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III

5.5

Res. No. 84- 15 - 16. By Alderperson Carlson. October 5, 2015.

A RESOLUTION authorizing entering into contract with Tapco for Parking and Revenue Control System for Lot 14.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Tapco for the Parking and Revenue Control for a total of \$102,528.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is authorized to draw order on Account #40061100-631100 in payment thereof.

*Transit*

  
\_\_\_\_\_

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. \_\_\_\_\_ - 15 - 16. By PURCHASING AGENT. October 19, 2015.

Submitting a tabulation of bids for Building improvements associated with the Harbor Centre Marina Administration Building.

**Base Bid** to include removal and disposal of (16) Large windows and related wall structure in the semi-circular portion of the building, reconstruction of the wall, provision of (16) new windows. In addition, the base bid includes construction of two new permanent roof structures adjacent to the area, electrical work, flooring repairs and painting and staining as required.

The **Alternate** bid involves the replacement of the remaining (40) windows in the building to with new units that are impervious to moisture including exterior and interior sealing, trim replacement and painting and staining as required.

Company	Bid Bond Present	Base Bid	Alternate Bid	Grand Total
Jos. Schmitt & Sons, Sheboygan	Yes	\$ 115,350.00	\$ 78,990.00	\$194,340.00
A. Chappa Construction Sheboygan Falls	Yes	\$ 110,216.00	\$ 94,027.00	\$ 204,243.00
Quasius Construction Sheboygan	Yes	\$ 146,830.00	\$ 65,836.00	\$ 212,666.00
Mike Koenig Construction Sheboygan	Yes	\$ 77,126.00	\$ 70,596.00	<b>\$147,722.00</b>

It has been determined that the low bid submitted by Mike Koenig Construction meets all specifications and includes all elements as specified in the bid documents.

The recommendation, therefore, is to award the bid to Mike Koenig Construction of Sheboygan.

Respectfully submitted,

Bernard R. Rammer

Suspend  
Acc & File



II

R. O. No. \_\_\_\_\_ - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER.  
October 19, 2015.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2015 and outstanding debt as of December 31, 2015 is submitted for your review.

*Files over  
to Nov 16th*

\_\_\_\_\_  
Chief Administrative Officer

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**2016 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS**

	Estimated Fund Balance Dec. 31, 2015	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2016
General Fund	\$ 15,280,329	\$ 20,252,458	\$ 15,274,633	\$ 35,527,091	\$ 15,280,329
Special Revenue	3,378,441	5,862,426	2,305,741	8,168,167	3,378,441
Debt Service	7,033,064	5,497,736	2,886,889	8,384,625	7,033,064
Capital Projects	4,576,992	3,004,100	750,000	3,754,100	4,576,992
Enterprise	11,807,249	21,262,032	511,547	21,773,579	11,807,249
Internal Service	12,864,287	11,389,837	-	11,389,837	12,864,287
Trust/Agency	<u>1,913,476</u>	<u>16,940</u>	<u>-</u>	<u>16,940</u>	<u>1,913,476</u>
<b>Total</b>	<b><u>\$ 56,853,838</u></b>	<b><u>\$ 67,285,529</u></b>	<b><u>\$ 21,728,810</u></b>	<b><u>\$ 89,014,339</u></b>	<b><u>\$ 56,853,838</u></b>

CITY OF SHEBOYGAN

	Date of Issue	Date of Maturity	Outstanding Jan. 1, 2015	Issued 2015	Payments 2015	Outstanding Dec. 31, 2015
<b><u>GENERAL OBLIGATION BONDED DEBT</u></b>						
G.O. Refunding Bonds - 2006C	7/1/2006	10/1/2022	2,975,000		300,000	2,675,000
G.O. Refunding Bonds - 2006D	7/1/2006	10/1/2022	5,600,000		700,000	4,900,000
G.O. Refunding Bonds - 2006E	7/1/2006	11/1/2018	3,040,000		3,040,000	-
G.O. Corporate Bonds - 2007B	9/1/2007	10/1/2026	7,400,000		100,000	7,300,000
G.O. Refunding Bonds - 2010B	6/7/2010	4/1/2027	6,085,000		605,000	5,480,000
G.O. Refunding Bonds - 2010C	10/18/2010	10/1/2010	680,000		135,000	545,000
G.O. Refunding Bonds - 2015	8/4/2015	11/1/2018		2,375,000		2,375,000
<b>Total General Obligation Bonded Debt</b>			<b>\$ 25,780,000</b>	<b>\$ 2,375,000</b>	<b>\$ 4,880,000</b>	<b>\$ 23,275,000</b>

<b><u>GENERAL OBLIGATION LONG TERM NOTES</u></b>						
DNR Seawall Loan	12/23/2002	12/15/2023	641,032		80,129	560,903
DNR Land Recycling Loan	4/14/2004	5/1/2023	358,402		39,822	318,580
State Trust Fund Loan	11/21/2005	3/15/2015	65,447		65,447	-
State Trust Fund Loan	7/5/2006	3/15/2016	50,560		24,786	25,774
G.O. Promissory Notes - 2006A	4/5/2006	10/1/2015	500,000		500,000	-
G.O. Promissory Notes - 2006B	4/5/2006	10/1/2015	225,000		225,000	-
G.O. Promissory Notes - 2007A	4/15/2007	10/1/2016	600,000		600,000	-
G.O. Promissory Notes - 2008	5/15/2008	10/1/2017	1,375,000		1,375,000	-
G.O. Promissory Notes - 2010A	6/7/2010	4/1/2020	1,290,000		200,000	1,090,000
G.O. Promissory Notes - 2011A	9/29/2011	10/1/2016	270,000		135,000	135,000
G.O. Promissory Notes - 2012A	5/10/2012	4/1/2022	3,810,000		450,000	3,360,000
G.O. Promissory Notes - 2015	8/4/2015	10/1/2024		4,310,000		4,310,000
<b>Total General Obligation Notes</b>			<b>\$ 9,185,441</b>	<b>\$ 4,310,000</b>	<b>\$ 3,695,184</b>	<b>\$ 9,800,257</b>

<b><u>MORTGAGE NOTES</u></b>						
SDC Mortgage Notes	1/16/1995	Unknown	225,000		-	225,000
<b>TOTAL DEBT OUTSTANDING</b>			<b>\$ 35,190,441</b>	<b>\$ 6,685,000</b>	<b>\$ 8,575,184</b>	<b>\$ 33,300,257</b>

II

R. O. No.       - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting a claim from Sam Walker, 709 N. 8<sup>th</sup> St., for alleged damages to his property (Sonlight Books) caused by water from Green Space north of the building.

*Inance*

\_\_\_\_\_

City Clerk

II

DATE RECEIVED 10-12-15

RECEIVED BY MI

CLAIM NO. 10-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 12 2015 4:13

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

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

- 1. Name of Claimant: Sonlight Books (Sam Walker)
- 2. Home address of Claimant: 709 North 8<sup>th</sup> Street, Sheboygan, WI 53081
- 3. Home phone number: 920-458-7888
- 4. Business address and phone number of Claimant: (same)

5. When did damage or injury occur? (date, time of day) July 13, 2015 8:30 AM

6. Where did damage or injury occur? (give full description) In the basement of Sonlight Books

7. How did damage or injury occur? (give full description) The GREEN SPACE on the northside of Sonlight Books caused aprox. 10,000 gal. of water to come into the basement.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: Chad Pelishek, City Planner

(b) Claimant's statement of the basis of such liability: Did not put in any storm sewers and the ground was graded toward the store (with a 20" pitch) rather than away from it.

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

(a) Public property alleged to be dangerous: The Green Space next to Sonlight Books caused Flooding

(b) Claimant's statement of basis for such liability: Flooding of Sonlight Books basement.

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

\_\_\_\_\_  
\_\_\_\_\_

11. Name and address of any other person injured: \_\_\_\_\_

\_\_\_\_\_

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

Auto: \$ \_\_\_\_\_

Property: \$ 70,794

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 70,794

Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

SIGNATURE OF CLAIMANT Swalsh DATE 10-12-15  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 10-12-15

RECEIVED BY MD

CLAIM NO. 10-15

**CLAIM**  
**Claimant's Name:** Sonlight Books  
(Sam Walker)  
**Claimant's Address:** 709 N. 8<sup>th</sup> Street  
Sheboygan, WI 53081  
**Claimant's Phone No.** 920-458-7888  
Sam's cell 920-946-4546

Auto \$ \_\_\_\_\_  
Property \$ 70,794  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ \_\_\_\_\_  
**TOTAL \$ 70,794**

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$70,794.

SIGNED [Signature] DATE: 10-12-15

ADDRESS: Sonlight Books  
709 N. 8<sup>th</sup> St. Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.  
MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

# Sonlight Books

## Flood Repair Expenses

### from July 13, 2015

**Hours worked:**

July 13 Monday	Worked with Fire Dept. and Carpet Cleaner to remove water and phone calls.	8.0 hrs.
	Worked on salvaging books, displays and stuff found in wet cardboard boxes on the floor and took the rest to the dumpster	4.0
July 14 Tuesday	Met with mitigation company rep - Estimate \$25M	1.0
July 15 Wed	Met with 2 <sup>nd</sup> mitigation company rep from Plymouth - Estimate \$6M	1.5
	Moved furniture, equipment, and boxes of miscellaneous stuff into a dry part of the basement in preparation of the mitigation company coming in the morning (2 people x 4.5 hrs.)	9.0
July 16 Thurs.	Mitigation company came at 6:30am and I worked with them	4.0
	Cleaned out desk drawers that were affected by the water	4.5
July 21 Tuesday	Discovered more drawers that were wet	2.5
	Worked with Kevin (our tech guy) on setting up the computer	3.0
July 28 Tuesday	Met with Jennifer on a review of the North wall and water project	1.5
July 29 Wed	Setup bookkeepers office back in unfinished basement	2.0
Aug 13 Thursday	Met with Superior Waterproofing for estimate	2.5
Aug 24 Monday	Met with Sure Dry Waterproofing for estimate	2.0
	Met with Scott Thiel to look at doing repairs	1.0
Aug 27 Thursday	Took down drywall from north wall in basement (2 people x 4.0 hrs.)	8.0
Aug 28 Friday	Removed drywall from basement to dump (3 people x 2.5 hrs.)	7.5
Aug 31 Monday	Met again with Vince from Sure Dry for estimate on waterproofing	0.5
Sept 1 Tuesday	Mayor visited store, viewed soggy Green Space and basement north wall	0.5
Sept 8 Tuesday	Met with Scott Thiel, General Contractor and Steve Tenpas, Drywaller and painter to give estimates on the work needed	0.5
Sept 10 Thursday	Met with Mocco's Carpets for estimate	0.5
Ongoing	Daily emptying dehumidifier in basement and mopping as needed	6.0
	Ordering replace parts and equipment that was lost and setup	4.5
	Putting reports together	8.0

\$20 per hour X 82.5 hrs. = \$1650.00

Sonlight Books	Loss of books that were water damaged (at cost)	\$436
Alliant Energy	Extra electricity used for mitigation company's equipment and dehumidifiers	\$250
Macco's Carpet	Replacement of basement carpet	\$6334
Judy's office equip	Microsoft Office 2007 License for computer	\$130
	Printer replacement	\$120
	Computer replacement	\$100
	Power adapter for 3 in 1 copier	\$ 28
	Tech support for computer	\$303
Elsa's office equip	Computer replacement	\$538
	Tech support for computer	\$240
	Schenck Acc't phone calls and recreating master worksheet	\$500
	Paper shredder	\$106
	Expandable file folders, 10 reams of paper and envelopes	\$170
Hoffman's Cleaners Superior	Flood water removal from basement carpet and spot clean love seat	\$342
Waterproofing Scott Thiel	Waterproofing exterior and interior of north wall below grade	\$31,300
Building Contractor	Refinishing and painting	\$21,230
Advanced Disposal Badger State	Disposal of Drywall materials	\$ 54
Restoration	Removal of carpet, baseboard, drilling holes and drying equip	\$6,900
True Value	Replace wax ring	\$3
Plumber	Toilet replacement	\$60
Hours	(from first page)	\$1650
	Total	<hr/> \$70,794



**LEGACY**  
architecture

605 Eric Avenue, Suite 101  
Sheboygan, Wisconsin 53081  
(920) 783-6303  
info@legacy-architecture.com  
www.legacy-architecture.com

August 26, 2015

Chad Pelishek, Director of Planning & Development  
City of Sheboygan Planning & Development Department  
828 Center Avenue  
Sheboygan, WI 53081

Re: Sonlight Books

Dear Mr. Pelishek:

We submit the attached plans and elevations to you in fulfillment of our work funded through a Historic Preservation Grant. The first floor plans show the floorplate getting divided so that the northern one-third would go to a new tenant, possibly a restaurant, with a patio spilling out into the new green space left by the former Boston Store, and the southern two-thirds would remain Sonlight Books. The second floor plan shows the floor getting divided into five new apartments, leaving as many of the existing walls in place as possible to make construction more affordable. The north elevation reacts to the new uses on the interior of the building on both the first and second floors.

The north elevation also makes an attempt to clean up the north wall, an uninsulated wall that was never meant to be exposed to the elements. We believe the brick was originally laid from the outside-in. The removal of the Boston Store building has resulted in an exterior masonry wall that is not level, plumb, or flush, with a variety of mortar conditions ranging from too much mortar spilling out from the brick to too little or missing mortar. We recommend a multilayer approach to the wall. The first step would be to knock out any areas where there is too much mortar spilling out from the brick, and filling in any areas where there is too little or missing mortar. Then the wall would be coated with a spray applied weather resistant barrier, which would prevent any water infiltration from the exterior to the interior. New insulation, furring strips, metal lath, and stucco would be applied to the wall.

Since Boston Store was removed, the owner continues to have water problems in his basement. On June 11-12, 2015, the City of Sheboygan had a significant rain event. Online records indicated an event of 1.91 inches. The north and west halves of the basement flooded with approximately 4 to 5 inches of water. The water was so deep that fire department was called to assist in removing the water, before a carpet cleaning company could come in and remove the rest. The owner had to remove approximately 1,900 square feet of carpet and approximately 400 linear feet of baseboard in the basement due to the flooding. Holes were placed in the bottom of the walls at 16 inches on center to ventilate the stud cavity spaces in an attempt to prevent mold growth. However, mold was identified on August 24, 2015. The gypsum board walls, furring, and a portion of the acoustic tile and drywall ceilings have subsequently been removed.

Several professionals have been called out to the site to take a look at the existing conditions and render their professional opinions. Their letters are attached.

Curly Broehm, a licensed plumber from Elkhart Lake, visited the site on July 20. He investigated the roof and roof drain in the light well on the north side of the building. He found the roof to be cluttered with debris from the Boston Store demolition, but the roof and the drain were dry. There was no evidence that the light well had seen water in quite some time. He ran water through the drain for 20 to 30 minutes straight with no indication of any water on the first floor ceiling, walls, floors, or in the basement. It's also

useful to point out that the light well has a roof on it, so unless there was a driving rain with a strong wind from the north, the water would not make it into the light well. In addition, the tributary area of the light well is quite small. Both of these physical attributes would not equate a lot of water seeping into the building.

I have personally visited the site on several occasions. On July 28, the weather had been very dry for the past 10 days. However, there was still water seeping into the basement. This could have only come from the irrigation system that was being used to water the sod in the grassy area to the north. It continues to seep in at that same location.

Roger Miller, from Miller Engineers and Scientists in Sheboygan, visited the site on July 30. Roger was asked to document the topography in the grassy area to the north because it appears that the new finished grade is pitched directly to the building. He took spot elevations which showed a waterflow projection pointing right to the area where the water has been entering into the basement. The grassy area to the north should be regraded so that it is pitched away from the building 6 inches for every 10 feet. Yard drains/inlets should be added in the grassy area to the north to pick up stormwater and route it to the nearest convenient storm sewer on either Seventh Street or New York Avenue.

Mike from Superior Waterproofing in Cleveland, visited the site on August 13. He also looked at the topography in the grassy area to the north and confirmed Roger Miller's findings that the grade is pitched directly to the building. He has recommended a basement waterproofing and drainage system for the north wall of the building, which will require excavation, waterproofing, backfill, and regrading.

The owner would like work to be done to correct the situation as soon as possible, before winter weather approaches, so that the water problems can be stopped before causing further damage. The owner would like the opportunity to talk to you and the city engineer so an agreeable solution can be negotiated.

Sincerely,

Legacy Architecture, Inc.

*Jennifer L. Lehrke*

Jennifer L. Lehrke, AIA, LEED AP, NCARB  
Principal Architect & Historic Preservation Consultant



**Jennifer L. Lehrke, AIA, LEED AP**

---

**From:** Sam Walker <sonbks@sheboygan.parable.com>  
**Sent:** Wednesday, August 12, 2015 10:20 PM  
**To:** Jennifer L. Lehrke, AIA, LEED AP, NCARB  
**Subject:** Plumbers' Statement about Skylight

To Whom it may concern:

On Tuesday July 20, 2015 Sonlight Books called and asked me to check the roof drain in the skylight on the north side of the building. When I arrived I could see debris in the area of the roof drain, including stone dust, a piece of wall edging cap, and debris from Boston Store. This debris was dry, almost in powder form. I swept the area, boxed up the sweepings, and told Sam to keep it. There is no way this area ever had water in it. I then used my medium sewer machine to open the roof drain. The drain had not been able to drain water for some time. I worked for 20-30 minutes just to get the snake to go through, during which time Sam and I used a vacuum to suck out rust and dirt. Finally, we got it open and ran water for 20 to 30 minutes. I then went to check the basement, and found no water.

Sincerely,

Curly Broehm, Licensed Plumber  
N8151 Willow Rd  
Elkhart Lake, WI 53020  
920-207-9144

Proposal # 14859

# Proposal

Bid Date: 8/18/15

**Superior Waterproofing**



www.DryBySuperior.com

1120 Maple St. Cleveland, WI 53015  
Phone: (920) 693-8290 Fax: (920) 693-8583



• Fully Insured!  
• Financing Available!

**Superior Seamless Inc.**

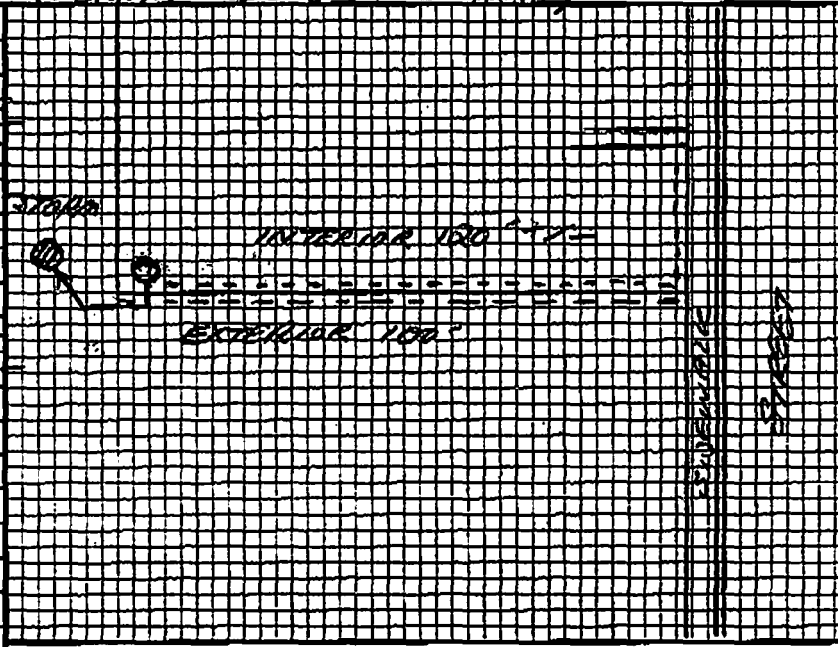


www.SuperiorSeamlessInc.com

OWNER <b>SAM WALKER</b>	PHONE <b>920-4546</b>	ALTERNATE
STREET <b>709 N 8TH ST.</b>	E-MAIL	
CITY, STATE, & ZIP <b>SUEBOVCAN, WI</b>	CONTRACTOR INFO	
	PHONE	FAX
BILLING ADDRESS		

DETAILS: **INCLUDES EXCAVATION, WALL SURFACING AS NEEDED, SEAL, DRAIN MAT, GRAVEL, BACKFILL, INTERIOR + EXT. DRAIN TILE, SUMP SYSTEM (2 SUMPS / 1 BASIN) + TIE TO STORM SEWER - (PERMIT REQ'D IS SEPARATE)**

PRODUCT:	QUANTITY:	PRICE:
DRAIN TILE: INTERIOR	120'	5400-
DRAIN TILE: EXTERIOR	100'	1500-
LINER: BITUMENE	2000'	2400
PANEL: TRENDRAIN	800'+	16200-
REPAIR: SURFACING	800'+	3200 STORM
SUMP BASIN:	1	600-
SUMP PUMP:	2	600-
BACK-UP:		
DL TYPE: STORM	20'	800-
EX/FILL/SOD	74'	15,600-
GUTTER:		
MITRES:		
SPOUT 3"		
SPOUT 4"		
EXTENSION TYPE:		
LEAF PROTECTION:		
ICE PROTECTION:		
TEAR-OFF:		
<b>TOTAL COST OF PROJECT:</b>		



— This proposal is based on my goals, and my best explanations of the needs it addresses.  
— I have been informed of and offered all amenities listed in the columns at the left of this page.  
— I have copies of the warranty and preparatory paperwork, and agree to the terms therein.

WE PROPOSE to furnish materials and labor complete in accordance with the above specifications, for the sum of:  
**THIRTY ONE THOUSAND, THREE HUNDRED** dollars. \$ **31,300 -**  
Deposit Required: \$ **15,000 -** Balance Due Upon Completion: \$ **REMAINDER**

Payment is to be made in full, to our crew at the completion of the project. Failure to do so may result in a billing fee. Past due balances may be subject to late fees and interest up to 18% per annum. Any offers of financing or extended grace periods are issued at Contractor's discretion, and in writing above.

All material/work is guaranteed to be as specified above or equivalent, in accord with standard practices. Any variations resulting in cost changes will become written change orders and may result in an additional charge. All agreements are contingent upon accidents/delays beyond our control. Our workers are covered by Worker's Compensation Insurance.

SALESMAN: **MIKE DENNEY**  
SIGN: *[Signature]*  
(BID MAY EXPIRE IN 90 DAYS)

My signature below indicates my acceptance of all the terms listed in this contract, and of the warranty on the reverse side. I have described the issues accurately and honestly, and this system has been designed according to my description. I grant the Contractor 60 days to remedy any problem arising under the warranty, and I will report all problems within 24 hours of discovering them. My work is scheduled when a deposit is made, but I understand that scheduling is subject to change without notice in case of any unforeseen circumstances. I promise to obtain all required work permits, and will absorb all liabilities if I do not do so, including compensations.

THE AFOREMENTIONED IS AGREED UPON. YOU ARE AUTHORIZED TO PERFORM THE WORK:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# ***Scott Thiel Builders***

**709 Birch Tree Road  
Sheboygan, WI 53083  
920-458-5763**

**Estimate  
Sonlight Books  
709 N. 8<sup>th</sup> Street  
Sheboygan, WI 53081**

Description: Repair water damage in basement.

Complete work as follows:

Demo work: Cut drywall in all basement rooms, 18" up from the floor.

Carpentry work: Frame north wall area where framing was removed. Reframe soffit, remove cabinetry and reinstall in conference room. Remove existing door casings and reinstall in new drywall areas. Remove bathroom vanity and countertop and reinstall. Replace shelving that was water damaged. Adjust doors that are sticking. Reinstall suspended ceiling where necessary.

Drywall: Per quote attached from Tenpas Drywall, Inc.

Painting: Per quote attached from Tenpas Drywall, Inc.

Plumbing: Remove sink in conference room. Remove sink and toilet in bathroom, reinstall when areas are ready.

Haul away all scrap and waste materials complete.

Complete project. labor and materials: \$21,230.00

Job breakdown:

Materials:	\$ 1,250.00
Demo labor:	1,620.00
Carpentry labor:	3,780.00
Drywall work:	7,875.00
Painting:	3,955.00
Plumbing:	320.00
Dumpster:	500.00
Subtotal:	\$19,300.00
10% Profit:	1,930.00
Total:	\$21,230.00

Thank you for allowing Scott Thiel Builders the opportunity to bid this project and we look forward to working with you.

9/24/15

**Scott Thiel Builders**



# Badger State Restoration

920-946-9477 24-HR.  
11 RUSTIC STREET  
PLYMOUTH, WI 53073

# Invoice

Date	Invoice #
7/20/2015	864

**Bill To**

Sonlight Books  
709 N. 8th St  
Sheboygan, WI 53081

Terms
Due on receipt

Item	Description	Amount
	Job Site Location: 709 N. 8th Street, Sheboygan	
Emergency Services	Removal of carpet Removal of wet items Dryout equipment for 3 days Antimicrobial treatment	6,899.83
	It was a pleasure working with you	

After thirty days finance charges of 1.5% per month will be applied

**Total**

**\$6,899.83**



Physical Address  
 2015 Hansen Road  
 Green Bay, WI 54303

ES521203

**ESTIMATE**

**Sold To:**  
 SONLIGHT BOOKS.  
 8TH STREET  
 SHEBOYGAN, WI 53081

**Ship To:**  
 SONLIGHT BOOKS.  
 8TH STREET  
 SHEBOYGAN, WI 53081

**Quote Date:**  
 09/11/15

**Tele #1:**  
 920-458-7888

**PO Number:**  
 CUSHION

**Quote Number:**  
 ES521203

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
	ON BASE 28 - ABAC - WELDLOK - 12FT ODIN	EMERALD	1,743.00 SF	1.75	3,050.25
1	ADHESIVE	TBS	1.00 SF	200.00	200.00
BV0219	STAINMASTER PLUS RUBBER	STAINMASTER PLUS RUBBER	300.00 SF	1.05	315.00
	CUSHION				
	CARPET	TBS	300.00 SF	3.50	1,050.00

Office

09/11/15  
 Sales Representative(s):  
 NYENHUIS, MICHELLE

SPECIAL ORDER MERCHANDISE  
 NOT SUBJECT TO RETURN  
 Customer Signature:

Order #

1:38PM -  
 Material: 4,615.25  
 Service: 1,718.15  
 Misc. Charges: 0.00  
 Sales Tax: 0.00  
 Misc. Tax: 0.00

**ESTIMATE TOTAL: \$6,333.40**

II

R. O. No. \_\_\_\_\_ - 15 - 16. By DIRECTOR OF PLANNING AND DEVELOPMENT.  
October 19, 2015.

Submitting a request from Chad Pelishek, Director of Planning and Development, of the 2016 BID Statement of Purpose dated October 13, 2015 from the Harbor Centre Business Improvement District.

\_\_\_\_\_  
Director of Planning & Development

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## BID STATEMENT OF PURPOSE (10/13/2015)

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept was developed to utilize the historic strengths of the City – the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre plan. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks and good roads.

The BID funds will not be used for infrastructure improvements but rather will be used to recruit new businesses, promote the area, increase tourism, and organize special events.

### BID BENEFICIARIES

A coordinated program aimed at increasing tourism within the Harbor Centre benefits all businesses within the BID boundaries.

The BID program is designed so that it benefits all business interests within the district.

#### RETAILERS:

Money generated through the BID assessment is used to develop programs to enhance the business climate in the Harbor Centre.

A comprehensive promotional program reinforces the existing promotional programs and creates new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

A business recruitment campaign helps by bringing in new businesses that will compliment existing retail uses. These new businesses will also generate increased traffic.

**SERVICES PROVIDERS:** Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers also benefit from the business recruitment program as new, compatible retailers and service providers are attached to the Harbor Centre. These new businesses represent potential new customers and clients.

**INDUSTRIAL FIRMS:** Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

**PROPERTY OWNERS:** Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. The property owner who has vacant property benefits from the business recruitment program as well, since it provides an opportunity to fill vacant space.

**BID BOARD OF DIRECTORS**

**EXECUTIVE COMMITTEE**

**HARBOR CENTRE DISTRICT COORDINATOR**

**FINANCE COMMITTEE**

**DEVELOPMENT  
COMMITTEE**

**ARTS, CULTURE,  
AND FOOD COMMITTEE**

**CROSS MARKET & CONNECT  
COMMITTEE**

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes

## BID BOARD OF DIRECTORS

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business owners, representing owners of commercial businesses in the district; six property owners, representing owners of commercial property in the district; and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

In addition, Board members should be representative of different areas within the district, as well as large and small businesses.

## BID GOALS AND OBJECTIVES

To assure a continued and successful central area development effort, the Business Improvement District will adopt a set of goals designed to create a positive business climate in Harbor Centre. The Business Improvement District's Board of Directors will follow this approach and direct activities to meet these goals.

1. Management – The Board of Directors will maintain a professional staff member who will be responsible for the following:
  - a. Recruit new business to the district.
  - b. Coordinate activities with other development groups.
  - c. Interact with city government and work together on specific programs to enhance, beautify, and maintain the visual integrity of the district.
  - d. Lobby for redevelopment programs.
  - e. Act as a clearing house for information and maintain an up to date listing of available properties for sale or rent.
  - f. Manage activities day-to-day.
  - g. Collaborate with other community groups in providing special events within the district.
2. Economic Development – The Board of Directors will coordinate its activities with the Sheboygan County Chamber of Commerce, the Sheboygan County Economic Development Corporation, and the City. The committee will work to improve the economic environment of the Harbor Centre by developing a business retention and recruitment program.
3. Arts, Culture, and Food – The Board of Directors will leverage an Arts, Culture and Food District: Arts, culture and food related events and businesses represent a defining feature of Harbor Centre's character and economy. Leveraging this unique asset by coordinated marketing, representative streetscape elements, and complementary programming will reinforce this influence and expand the economic influence of art, culture, and food amenities throughout Harbor Centre.

4. Connect and Cross Market – The Board of Directors will improve physical and marketing connections, which will boost the ability of businesses to capitalize on the wide variety of amenities located in Harbor Centre. This strategy facilitates increased customer cross-over by introducing wayfinding elements for pedestrians, cyclists, and drivers. Establishing coordinated marketing activities is also a key part of this strategy.

### BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.60 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property.

In addition, the following minimums and maximums will apply:

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.

2016 BID OPERATING BUDGET

Jan - Dec 16

**Income**

· Special Assessments	138,000.00
· Interest	100.00
· Website & Misc. Income	<u>1,900.00</u>

**Total Income** 140,000.00

**Expense**

· Wages	43,000.00
· Office supplies	400.00
· Postage	200.00
· Rent	3,600.00
· Taxes - Payroll	3,000.00
· Business Recruitment	1,000.00
· Telephone	500.00
· Travel & Meetings	3,400.00
· Audit and Accounting	4,000.00
· Brochure Expense	1,000.00
· Insurance	2,000.00
· Miscellaneous	50.00
· Computer and Printer	100.00
· Professional Fees	250.00
· Christmas Decorations	20,000.00
· Street Maintenance	500.00
· Beautification and Enhancement	22,000.00
· Marketing Expense	8,000.00
· Event Production	17,000.00

**Committee Expense**

· Arts, Culture, Food District	2,500.00
· Connectivity and Cross Market	2,500.00
· Major Projects	2,500.00
· Member Development	<u>2,500.00</u>
<b>Total · Committee Expense</b>	<b>10,000.00</b>

**Total Expense** 140,000.00

**Net Income** 0.00  
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II

R. O. No.       - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting a communication from John Pirwitz requesting a waiver from the Sex Offender Residency restrictions in order to live at 1428 St. Clair Ave. Apt. 4.

pp49

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City Clerk

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Pirwitz



PPIS

OCT 5 '15 PM 3:33

Date: 10-1-15

My name is: JOHN PIRWITZ

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

428 ST CLAIR AVE APT #4

Signature: 

Phone Number: 920-918-6893

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No.        - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting a communication from Dakota Knabe requesting a waiver from the Sex Offender Residency restrictions in order to live at 1421B Superior Ave.

pp45

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City Clerk

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Date: 10-7-15

My name is: Dakota Kinabe

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

1421 B. Superior Ave Sheboygan Wisconsin  
with my Father Randal Kinabe

Signature: Dakota Kinabe

Phone Number: 920-254-2134 or 920-627-3561

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No.           - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting a communication by Phoenix Reyes requesting a waiver from the Sex Offender Residency restrictions in order to be placed at a TLP at 1123/1125 N. 14<sup>th</sup> St. or 930A Michigan Ave. depending on availability.

PP+S.

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City Clerk



Date: 10-14-15

My name is: Phoenix Reyes

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

A T2P 1123/1125 N. 14<sup>th</sup> St. OR  
930-A Michigan Ave

Signature: *Phoenix Reyes*

Phone Number: my P.O. contact 920-459-6545

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

**II**

R. O. No. \_\_\_\_\_ - 15 - 16. By CHIEF OF POLICE. October 19, 2019.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing July 1, 2015 and ending September 30, 2015.

Part I Crimes	JUL		AUG		SEP		2015 TOTAL 3rd QTR Actual Offenses	2014 TOTAL 3rd QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	1	1	3	1	4	2	8	5
Robbery	1	1	0	0	0	0	1	3
Aggravated Assault	9	8	11	10	18	19	38	20
Burglary	23	7	9	2	15	0	47	46
Theft	131	44	99	42	94	38	324	341
Vehicle Theft	2	1	5	1	3	3	10	8
Arson	0	0	1	0	0	0	1	2
Total Part I Crimes	167	62	128	56	134	62	429	425
Total Current Actual Offenses	429		Total Current Cleared		180			
Same Quarter Last Year	425		Same Quarter Last Year		149			

ppb.

<b>Traffic Arrests</b>	
<b>JUL</b>	<b>146</b>
<b>AUG</b>	<b>154</b>
<b>SEP</b>	<b>145</b>
<b>Current Quarter</b>	<b>445</b>
<b>Same Quarter Last Year</b>	<b>521</b>

<b>Other Arrests</b>	
<b>JUL</b>	<b>341</b>
<b>AUG</b>	<b>294</b>
<b>SEP</b>	<b>354</b>
<b>Current Quarter</b>	<b>989</b>
<b>Same Quarter Last Year</b>	<b>1228</b>

<b>Accidents Investigations</b>	
<b>Current Quarter</b>	<b>429</b>
<b>Same Quarter Last Year</b>	<b>404</b>

<b>Total Arrests</b>	
<b>Current Quarter</b>	<b>1434</b>
<b>Same Quarter Last Year</b>	<b>1749</b>

<b>Property</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>Current Quarter</b>	<b>Same Quarter Last Year</b>
<b>Value Property Stolen</b>	<b>40,904</b>	<b>123,947</b>	<b>64,865</b>	<b>229,716</b>	<b>129,748</b>
<b>Value Property Recovered</b>	<b>10,061</b>	<b>21,703</b>	<b>11,915</b>	<b>43,679</b>	<b>23,549</b>
<b>Percent Recovered</b>	<b>25</b>	<b>18</b>	<b>18</b>	<b>19%</b>	<b>18%</b>

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Chief of Police Christopher D. Domagalski

II

R. O. No.       - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting a petition from Jane Abromaitis et al regarding parking on Broadway (between South 12<sup>th</sup> and 13<sup>th</sup> St.) creating an obscured view.

PP+S

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City Clerk

II

## PETITION

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

The petition of the undersigned residents of the City of Sheboygan respectfully represents: That your petitioners are residents of said city, and that each of them resides at the address written below after their names.

AND they petition your honorable body to take note of an unsafe situation. We live on North 12<sup>th</sup> + 13<sup>th</sup> Streets between Broadway and Clara. There are 17 houses on the alley. It is a dead end alley only accessible from Broadway. Our situation is when going south to exit there are vehicles parked on Broadway close to the exit, sometimes parked over the alley exit. With vehicles parked so close, it obscures our view of cars on Broadway from both directions. There was an accident on Monday Oct 5<sup>th</sup> at 8:30 AM. They could not see because of parked vehicles. Please consider signs giving us at least 1 or 1 1/2 car lengths on both sides of our exit so we can leave safely. Thank you.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Jane Abromaitis	1633 S. 13 <sup>th</sup> St Sheb	10-10-15
Shayla X Stone	1623 S. 13 <sup>th</sup> St Sheb	10-10-15
Lance Moths	1631 South 13 <sup>th</sup> St. Sheb	10-10-15
Erwin Ott	1609 S. 13 St	10-10-15
<del>John M</del>	1533 S 13 <sup>th</sup>	10/10/15
Heather Greger	1531 S 13 <sup>th</sup> St.	10/10/15
Cecilia Koster	1640 S 12 <sup>th</sup> St	10/10/15
Al C. [unclear]	1612 S 12 <sup>th</sup> St	10/10/15
Ed Staggul	1608 S. 12 <sup>th</sup> St	10/10/15
Naomi Becena	1613 S 13 <sup>th</sup> St	10/10/15
Stanley Hansen	1634 S. 12 <sup>th</sup> St	10-10-15
Mariad Hernandez	1628 S 12 <sup>th</sup> St	10-10-15
Shamara Henon	1616 South 12 <sup>th</sup> St	10-11-15
CECILIA GARCIA	1624 S. 12 <sup>th</sup>	10-11-15

Terry Wright Nicholas Love  
 Stanley Wright Tyshett Love  
 Lore Garcia

1607 S 13<sup>th</sup> St  
 1603 S 13<sup>th</sup> St

10/11/15  
 10/11/15

Sara Garcia

1215 Broadway, Sheb

10-12-15

she lives across the street on Broadway. she goes in & out of the alley to pick up her young grandchildren. Her vehicle was involved in accident on 10-5-15

I talked to 18 houses. only 1 didn't sign because he has a high vehicle. Of course most houses have multiple drivers and agreed immediately. Jane A.

II

R. O. No.        - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting a communication from Benjamin Heyman requesting a waiver from the Sex Offender Residency restrictions in order to live at 1133 Pershing Ave.

PP+S.

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City Clerk

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Date: 10-5-15

My name is: Benjamin F. Heyman

I am requesting a waiver to the Sexual Residency Requirements so I may live at:  
1133 Pershing Ave. Sheboygan, WI 53083

Signature: 

Phone Number: 920-287-1994

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No.       - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting a communication from Linc Kau requesting a waiver from the Sex Offender Residency restrictions in order to live at 1309 N 14<sup>th</sup> St.

PP+S

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City Clerk

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Date: 10-12-15

My name is: Linc Kau

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

1309 N 14<sup>th</sup> Sheboygan WI

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: 

Phone Number: (920) 331-2960

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.**

**Thank you for all your cooperation in the matter.**

# III

Res. No.     - 15 - 16. By Alderperson Belanger. October 19, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for improvements to the Harbor Centre Marina Administration Building.

WHEREAS: The City of Sheboygan has been working to correct various issues related to the infiltration of water and moisture into the Marina Administration Building for the past several years. Many of the original window units have failed and need to be replaced. In addition, other improvements have been proposed to make the building more resistant to damage from exposure to Lake Michigan storms, and;

WHEREAS: The City commissioned the assistance of an Architect to design specific improvements and assist in the specification of new window units that will be truly impervious to moisture and issued Request For Bids #1896-15. The Base bid will replace the windows on two levels in the semi-circular portion of the building as well as erect a permanent roof structure over the 2<sup>nd</sup> story patio deck to shield this area of the building from future issues. An alternate bid was requested to replace the balance of the failing window units in the rest of the building.

WHEREAS; The Purchasing Agent has received four bids for the work and it has been determined that the low bid, submitted by Mike Koenig Construction of Sheboygan meets or exceeds all specifications, and;

WHEREAS; The work will be done over the coming winter months and will be completed well in advance of the start of the boating season in Spring of 2016.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Mike Koenig Construction of Sheboygan in the amount of \$ 77,126 (base bid) and \$ 70,596.00 (alternate bid) for a total of \$ 147,722 and;

*Suspend*

*Reop pass*



BE IT FURTHER RESOLVED: That the funding for this expenditure is to be taken from the accounts specified by the City of Sheboygan Finance Director.

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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.            - 15 - 16. By Alderperson Belanger. October 19, 2015.

A RESOLUTION authorizing signing easements for a mini-storm sewer to be constructed in portions of their property.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the easements for a mini-storm sewer for the following properties:

- 1. Mary C. Reinhardt, residing at 3901 S. 17<sup>th</sup> Pl.
- 2. Larry F. Senkbeil, residing at 3817 S. 17<sup>th</sup> Pl.

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

III

EASEMENT

THIS INDENTURE, made this 6 day of OCTOBER, 2015, by and between Larry F. Senkbeil, residing at 3817 S. 17<sup>th</sup> Place, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:  
City Attorney  
828 Center Avenue, Suite 304  
Sheboygan WI 53081-4442

59281-423340  
Tax Parcel No.

**WITNESSETH:**

**KNOW ALL MEN BY THESE PRESENTS**, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east eight feet (8') of the west seventy-five feet (75') of Lot 7 and the north fourteen and eighty-one hundredths feet (14.81') of the east eight feet (8') of the west seventy-five feet (75') of Lot 6 of the following described property:

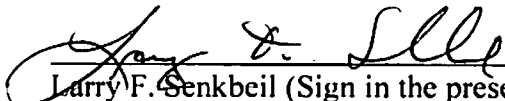
PARKWOOD ESTATES WEST, PART OF LOTS 6 AND 7, BLK 1, CITY  
OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

**GRANTEE** shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR** has caused the execution of this document on this 6 day of OCTOBER, 2015.

  
Larry F. Senkbeil (Sign in the presence of a Notary Public)

STATE OF WISCONSIN )  
 ) §  
SHEBOYGAN COUNTY )

Personally came before me, this 6<sup>th</sup> day of October, 2015, Larry F. Senkbeil, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe  
Linda McCabe  
Notary Public-Sheboygan County  
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: \_\_\_\_\_  
Michael Vandersteen  
Mayor

ATTEST: \_\_\_\_\_  
Susan Richards  
City Clerk

STATE OF WISCONSIN )  
 ) §  
SHEBOYGAN COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires \_\_\_\_\_

Acceptance is authorized by and in accordance with Res. No. \_\_\_\_\_.

This instrument drafted by:

Charles C. Adams  
Wisconsin State Bar No. 01021454

EASEMENT

THIS INDENTURE, made this 6 day of October, 2015, by and between Mary C. Reinhardt, residing at 3901 S. 17<sup>th</sup> Place, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:  
City Attorney  
828 Center Avenue, Suite 304  
Sheboygan WI 53081-4442

59281-423330  
Tax Parcel No.

**WITNESSETH:**

**KNOW ALL MEN BY THESE PRESENTS**, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the south eight feet (8') of the north twenty two and eighty-one hundredths feet (22.81') of Lot 6 of the following described property:

PARKWOOD ESTATES WEST, PART OF LOTS 6 AND 7, CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

**GRANTEE** shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR** has caused the execution of this document on this 6 day of October, 2015.

Mary C. Reinhardt  
Mary C. Reinhardt  
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN )  
 ) §  
SHEBOYGAN COUNTY )

Personally came before me, this 6<sup>th</sup> day of October, 2015, Mary C. Reinhardt, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe  
Linda McCabe  
Notary Public-Sheboygan County  
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: \_\_\_\_\_  
Michael Vandersteen  
Mayor

ATTEST: \_\_\_\_\_  
Susan Richards  
City Clerk

STATE OF WISCONSIN )  
 ) §  
SHEBOYGAN COUNTY )

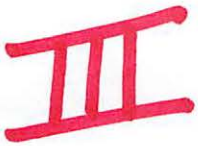
Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires \_\_\_\_\_

Acceptance is authorized by and in accordance with Res. No. \_\_\_\_\_.

This instrument drafted by:

Charles C. Adams  
Wisconsin State Bar No. 01021454



Res. No. \_\_\_\_\_ - 15 - 16. By Alderperson Hammond. October 19, 2015.

A RESOLUTION authorizing entering into an agreement with HKM Architects and Planners, Inc. for landscape architectural services for the greenspace at the former Boston Store property.

WHEREAS: City staff requests to work with the architect that will be provide the architectural services for the former Boston Store redevelopment project.

WHEREAS: The Common Council agrees to waive the competitive bidding process to provide efficiencies in the design and construction of the two projects.

RESOLVED: That the appropriate City Officials are hereby authorize to enter into contract with HKM Architects & Planners, Inc. as specified in the attached contract and draw orders on Account 21561100-631100 in payment of same.

*Finance*

\_\_\_\_\_

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



ARCHITECTS + PLANNERS, INC.

ARCHITECTURE  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
INTERIOR ARCHITECTURE

October 6, 2015

Mr. Chad D. Pelishek  
Director of Planning and Development  
City of Sheboygan  
828 Center Avenue  
Sheboygan Wisconsin, 53081

RE: Sheboygan Arts Plaza

## PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

- I. Project Description.
  - A. The site is bordered by North 8<sup>th</sup> St, New York Avenue and North 7<sup>th</sup> Street to be planned for an integrated mixed-use redevelopment.
    1. The north portion of the site will be for a mixed-use residential and retail building by Developer.
    2. The remainder of the site will be for a public Arts Plaza and park linking the Mead Public Library and Kohler Arts Center sites.
      - a) Civic green with M.I.K.E. for outdoor concerts, art fairs, passive recreation, etc.
      - b) Hardscape E-W axial "link" and crosswalks.
      - c) Possible outdoor dining for new retail.
      - d) Possible hardscape plaza, planters, permanent sculptures, monument ground signs.
      - e) Possible sculpture-walk for changeable exhibits.
      - f) Sidewalk system to residential building entries.
      - g) Exterior lighting, power to M.I.K.E and other power points.
      - h) Landscape plantings.
      - i) The project will provide solutions for screening the loading and trash areas that serve the existing buildings on North 8<sup>th</sup> St.
      - j) Possible small parking lot off of New York Ave.
      - k) The southeast corner of the site will be planned for initial park use with a potential future building pad.
- II. Services provided by HKM.
  - A. Integrated site planning.
  - B. Landscape and hardscape design.
  - C. Lighting design.
  - D. Civil engineering.
- III. Phases of services.
  - A. Design phase.
    1. Visioning meeting with City of Sheboygan (COS) planning staff, any staff-selected stakeholders and Developer.



ARCHITECTS + PLANNERS, INC.

ARCHITECTURE  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
INTERIOR ARCHITECTURE

2. Preparation of sketch design concept alternates.
3. Review meeting at COS with COS staff and Developer.  
Revisions to designs per comment.
4. Screen share meeting with COS and Developer to review revised designs.
5. Preparation of presentation drawings of approved design.
6. Meeting at COS to present final design.
- B. Construction drawing phase.
  1. Preparation of construction drawings suitable for bid and permit.
  2. Civil Engineering included grading / erosion control plan, storm water management plan (to meet redevelopment requirements) and utility plans (for sewer / water extensions into site).
- C. Bid phase.
  1. Answer bidder questions.
- D. Construction phase.
  1. Two (2) site visits by landscape architect during construction phase, one of them anticipated to be used for a punch list inspection.
- IV. Services provided by Others.
  - A. Survey, Geotechnical engineering.
  - B. Electrical or structural engineering.
- V. Additional services available.
  - A. Irrigation system.
  - B. Nursery plant tagging.
- VI. Fees.
  - A. Land planning, landscape architecture, civil engineering. \$37,000.00
  - B. Additional services. As agreed in writing in advance.
- VII. Terms.
  - A. HKM prepares invoices monthly with payment due upon receipt of the invoice.
  - B. Reimbursable expenses are in addition to the base fee quoted. They include travel for additional meetings, printing and delivery at cost plus 10%. Travel expenses for the basic 5 meetings are included in the basic fee.
  - C. Either party hereto shall have the right to terminate this agreement, upon not less than 7 days prior written notice should the other party fail to perform in accordance with the terms of this agreement. In the event of any such early termination, Owner shall pay all fees due HKM under this agreement which have accrued as of the day of termination.
  - D. HKM is the author and owner of the drawings, specifications and other materials prepared by him as instruments of its services. HKM retains all common law, statutory and all other reserved rights, including copyright.
  - E. HKM will post .PDF drawing files on a designated file sharing site for download and printing by others.
  - F. Hourly Rate Schedule.
    1. Professional Level Principal \$190.00/hour



ARCHITECTS + PLANNERS, INC.

ARCHITECTURE  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
INTERIOR ARCHITECTURE

- 2. Professional Level One \$175.00/hour
- 3. Professional Level Two \$145.00/hour
- 4. Professional Level Three \$120.00/hour
- 5. Professional Level Four \$100.00/hour
- 6. Professional Level Five \$85.00/hour

G. The obligations of Architect under this agreement shall expire on May 1, 2017.

H. This proposal is valid until December 1, 2015 and is withdrawn if an executed copy is not received by that date.

Submitted,

Principal

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

PP02 Sheboygan.doc

# III

Res. No. \_\_\_\_\_ 15-16. By Alderpersons Hammond, Carlson, Donohue and Wolf.  
October 19, 2015

A RESOLUTION ordering the 2016 Budget appropriations for the City of Sheboygan funds.

RESOLVED: That the total appropriations be established as the 2016 Budget as follows:

REVENUE	Enterprise Funds	Internal Service Funds	Trust & Agency Funds
Public Charges for Services	\$ 17,349,342	\$ 10,088,943	\$ 9,400
Interest on Investments	56,705	10,000	540
Interfund Transfers	7,646	-	-
Intergovernmental Revenue	-	1,186,405	-
Miscellaneous Revenue	158,607	176	7,000
Operating Subsidy	2,655,968	-	-
Licenses & Permits	45,000	-	-
Special Assessments	148,642	-	-
Fund Equity Applied	847,321	104,313	-
<b>TOTAL REVENUE</b>	<b>\$ 21,269,231</b>	<b>\$ 11,389,837</b>	<b>\$ 16,940</b>
<b>EXPENDITURES</b>			
General Government		\$ 9,303,860	
Public Works	\$ 7,095,871	1,864,788	
Culture/Recreation	78,366		\$ 7,000
Conservation/Development	4,100		
Parking/Transit Utility	3,145,693		
Water Utility	8,700,707		
Interfund Transfer	225,000	125,000	540
Debt Retirement	876,584		
Depreciation	1,142,910	60,129	
Equity Increase		36,060	9,400
<b>TOTAL EXPENDITURES</b>	<b>\$ 21,269,231</b>	<b>\$ 11,389,837</b>	<b>\$ 16,940</b>

*France*

BE IT FURTHER RESOLVED: That the appropriations shall be outlined in the following individual funds:

**ENTERPRISE FUNDS**

601	Wastewater System Fund	\$	8,420,302
611	Boat Facilities Fund	\$	96,300
650	Parking Utility Fund	\$	468,369
651	Transit Utility Fund	\$	3,583,553
	Water Utility Fund	\$	8,700,707

**INTERNAL SERVICE FUNDS**

701	Motor Vehicle Fund	\$	1,989,788
704	Insurance-Health Fund	\$	7,361,837
705	Insurance-Liability Fund	\$	577,000
706	Insurance-Worker's Compensation Fund	\$	609,405
707	Information Systems Fund	\$	851,807

**TRUST & AGENCY FUNDS**

805	Cemetery Perpetual Care Fund	\$	9,940
850	Library - Everhard/Forrer Trust Fund	\$	7,000

**SIGNATURE PAGE FOR RESOLUTION ORDERING THE 2016 BUDGET APPROPRIATIONS FOR THE CITY OF SHEBOYGAN FUNDS.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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. \_\_\_\_\_15-16. By Alderpersons Hammond, Carlson, Donohue and Wolf. October 19, 2015.

A RESOLUTION ordering the 2016 Budget appropriations and the 2015 Tax Levy for use during the calendar year 2016.

RESOLVED: That there shall be levied on all taxable property, both real and personal, within the corporation limits of the City of Sheboygan, Wisconsin as listed in the 2015 assessment roll, the amount of \$15,274,633 for the General Fund, the amount of \$2,305,741 for the Library Fund, the amount of \$2,886,889 for the Debt Service Funds, the amount of \$750,000 for the Capital Project Fund, and the amount of \$511,547 for the Transit Utility Fund. The total tax levy shall be \$21,728,810.

REVENUE	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Transit Utility Fund	Total
City Tax Levy	\$ 15,274,633	\$ 2,305,741	\$ 2,886,889	\$ 750,000	\$ 511,547	\$ 21,728,810
Taxes (Other than Property)	1,446,403	1,244,843	3,803,465	-	-	6,494,711
Licenses & Permits	705,165	570,000	-	-	-	1,275,165
Intergovernmental Revenue	14,306,287	686,193	40,597	-	-	15,033,077
Charges for Services	1,436,064	2,072,366	-	-	-	3,508,430
Special Assessments	-	252,400	-	-	-	252,400
Fines & Forfeits	293,100	900,000	-	-	-	1,193,100
Interest on Investments	190,000	4,000	28,000	-	-	222,000
Miscellaneous Revenue	125,527	55,000	492,544	-	-	673,071
Other Financing Sources	1,749,912	-	1,133,130	3,000,000	-	5,883,042
Sub-Total	35,527,091	8,090,543	8,384,625	3,750,000	511,547	56,263,806
Fund Equity Applied	-	77,624	-	4,100	-	81,724
<b>TOTAL REVENUE</b>	<b>\$ 35,527,091</b>	<b>\$ 8,168,167</b>	<b>\$ 8,384,625</b>	<b>\$ 3,754,100</b>	<b>\$ 511,547</b>	<b>\$ 56,345,530</b>

## EXPENDITURES

General Government	\$ 4,581,818	\$ 520,755	\$ 49,252	\$ -	\$ -	\$ 5,151,825
Public Protection/Safety	20,682,850	730,802	-	-	-	21,413,652
Public Works	7,258,098	775,000	-	-	-	8,033,098
Health and Human Services	241,577	-	-	-	-	241,577

*Finance*

Culture/Recreation	2,489,323	3,670,909	-	-	-	6,160,232
Conservation/Development	254,880	15,000	801,693	-	-	1,071,573
Capital Outlay	-	-	-	3,750,000	-	3,750,000
Debt Expense	15,000	-	6,254,448	-	-	6,269,448
Interfund Transfers	3,545	2,427,354	482,703	4,100	-	2,917,702
Transit Utility	-	-	-	-	511,547	511,547
Fund Balances Applied	-	28,347	796,529	-	-	824,876
<b>TOTAL EXPENDITURES</b>	<b>\$ 35,527,091</b>	<b>\$ 8,168,167</b>	<b>\$ 8,384,625</b>	<b>\$ 3,754,100</b>	<b>\$ 511,547</b>	<b>\$ 56,345,530</b>

BE IT FURTHER RESOLVED: That the tax so levied shall be outlined in the following appropriations:

Org Code	Department Name	Appropriation
10110100	Council	\$ 123,630
10111010	City Insurance	398,394
10111210	City Buildings	798,785
10111310	Board of Review	1,550
10112100	Mayor	410,249
10113100	City Clerk	346,859
10114100	Elections	157,698
10115100	Finance	909,800
10116100	Assessor	419,856
10118100	Human Resources	240,757
10119100	City Attorney	434,237
10119990	Employee Benefits	<u>340,003</u>
	Total General Government	4,581,818
10121100	Police	11,979,719
10122100	Fire	8,007,883
10123100	Building Inspection	678,448
10124100	Emergency Operations	1,200
10125100	Civil Defense	<u>15,600</u>

	Total Public Protection/Safety	20,682,850
10131100	Public Works Administration	249,542
10132100	Engineering	532,927
10133000	Streets Department	4,077,751
10134000	Sanitation	2,387,878
10135100	Incinerator	10,000
10137100	Boat Facilities	-
	Total Public Works	<u>7,258,098</u>
10143100	Cemetery	<u>241,577</u>
	Total Human Services	241,577
10153100	Park Department	2,315,625
10150500	Celebrations	-
10156100	Senior Citizens Center	<u>173,698</u>
	Total Culture/Recreation	2,489,323
10161100	City Development	<u>254,880</u>
	Total Conservation/Development	254,880
10181600	Intergovernmental Transfer	<u>3,545</u>
	Total Intergovernmental Transfers	3,545
10199200	Uncollectible Receivables Accounts	<u>15,000</u>
	Total Miscellaneous	15,000
	General Fund Total	<u>\$ 35,527,091</u>
	Special Revenue Funds	
	Police MEG Unit Fund	\$ 53,827
	Mead Library Fund	3,033,846
	Tourism Promotion Fund	1,229,843
	Cable TV Franchise Fund	576,170

Municipal Court Fund	904,500
Ambulance Fund	1,234,957
Special Assessment Fund	345,024
Harbor Centre Marina Fund	775,000
Redevelopment Authority Fund	15,000
Debt Service Funds	
General Obligation Bonds Fund	4,422,673
TID VI Debt Service Fund	1,567,249
TID V Debt Service Fund	3,300
TID VII Debt Service Fund	137,963
TID X Debt Service Fund	268,500
TID XI Debt Service Fund	588,571
TID XII Debt Service Fund	206,994
TID XIII Debt Service Fund	316,569
TID XIV Debt Service Fund	444,632
TID XV Debt Service Fund	220,546
Environmental TID Debt Service Fund	207,628
Capital Project Funds	
Industrial Park Fund	4,100
Capital Improvements Fund	3,750,000
Transit Utility Fund	<u>511,547</u>
	<u>\$ 56,345,530</u>

BE IT FURTHER RESOLVED: That the City Tax Levy of \$21,728,810 plus the TID No. V, VI, VII, X, XI, XII, XIII, and Environmental TID increment of \$ \_\_\_\_\_, be based on the assessed valuation of \$ \_\_\_\_\_ established the tax rate for City purposes of \$ \_\_\_\_\_ for each thousand dollars of assessed valuation.

SIGNATURE PAGE FOR RESOLUTION ORDERING THE 2016 BUDGET APPROPRIATIONS AND THE 2015 TAX LEVY FOR USE DURING THE CALENDAR YEAR 2016.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**IX**

6.1

R. C. No. \_\_\_\_\_ - 15 - 16. By COMMITTEE OF THE WHOLE. October 19, 2015.

Your Committee to whom was referred R. C. No. 143-15-16 by Finance and Gen. Ord. No. 17-15-16 by Alderperson Thiel amending Section 118-91 and Section 188-94 of the City of Sheboygan Municipal Code, relating to the city motor vehicle registration fee; recommends that the Report of Committee be accepted and adopted and the attached Substitute Ordinance be passed.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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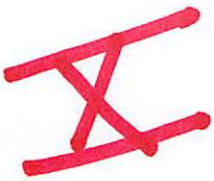
Committee

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



Subs. of Gen. Ord. No. 17 - 15 - 16. By Alderperson Thiel.  
October 19, 2015.

AN ORDINANCE amending Section 118-91 and Section 118-94 of the City of Sheboygan Municipal Code, relating to the city motor vehicle registration fee.

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

Section 1. Section 118-91 of the City of Sheboygan Municipal Code, entitled "Imposition" is hereby amended to read as follows:

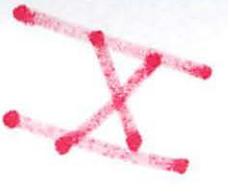
"Sec. 118-91. *Imposition.*

- (a) Pursuant to Section 341.35, Wis. Stats., an annual flat city registration fee of \$20.00 is hereby imposed on all motor vehicles registered in the state which are customarily kept in the city. The city registration fee shall be in addition to state registration fees.
- (b) In this section, the term "motor vehicle" means an automobile or motor truck registered under Section 341.25(1)(c), Wis. Stats. at a gross weight of not more than 8,000 pounds."

Section 2. Section 118-94 of the City of Sheboygan Municipal Code, entitled "Payment" is hereby amended to read as follows:

"Sec. 118-94. *Payment.*

- (a) The city registration fee shall be paid as provided in Section 341.35(5), Wis. Stats.
- (b) All moneys remitted to the city by the state department of transportation pursuant to Section 341.35, Wis. Stats., shall be directed for use by the City for the operation and maintenance of the streets within the City.
- (c) Notwithstanding the provisions of Sec. 2-906 of this code, no transfer shall be made of any portion of the funds raised from the city registration fee to any other purpose, fund, or object."
- (d) *Any amendment to (c) of this section shall require an affirmative vote of three fourths or more of the members of the common council for approval.*



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 and *February 1, 2016*.

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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



6.3

Gen. Ord. No. 17 - 15 - 16. By Alderperson Thiel. August 17, 2015.

AN ORDINANCE amending Section 118-91 and Section 118-94 of the City of Sheboygan Municipal Code, relating to the city motor vehicle registration fee.

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

Section 1. Section 118-91 of the City of Sheboygan Municipal Code, entitled "Imposition" is hereby amended to read as follows:

"Sec. 118-91. *Imposition.*

- (a) Pursuant to Section 341.35, Wis. Stats., an annual flat city registration fee of \$20.00 is hereby imposed on all motor vehicles registered in the state which are customarily kept in the city. The city registration fee shall be in addition to state registration fees.
- (b) In this section, the term "motor vehicle" means an automobile or motor truck registered under Section 341.25(1)(c), Wis. Stats. at a gross weight of not more than 8,000 pounds."

Section 2. Section 118-94 of the City of Sheboygan Municipal Code, entitled "Payment" is hereby amended to read as follows:

"Sec. 118-94. *Payment.*

- (a) The city registration fee shall be paid as provided in Section 341.35(5), Wis. Stats.
- (b) All moneys remitted to the city by the state department of transportation pursuant to Section 341.35, Wis. Stats., shall be directed for use by the City for the operation and maintenance of the streets within the City.
- (c) Notwithstanding the provisions of Sec. 2-906 of this code, no transfer shall be made of any portion of the funds raised from the city registration fee to any other purpose, fund, or object."

(d)

*Finance*  
*Refer to C.O.W.*  
*no recommendation*

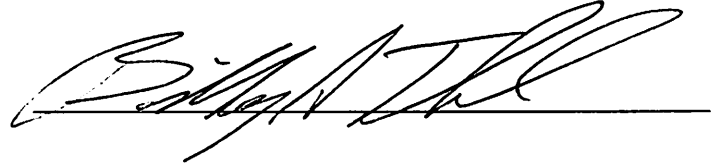
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11

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 and ~~January 1, 2016~~.

Feb 1

A handwritten signature in black ink, appearing to read "Bill J. Hill", is written over a horizontal line.

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

R. C. No. 143 - 15 - 16. By FINANCE. September 8, 2015.

Your Committee to whom was referred Gen. Ord. No. 17-15-16 by Alderperson Thiel amending Section 118-91 and Section 188-94 of the City of Sheboygan Municipal Code, relating to the city motor vehicle registration fee; recommends referral of the document to the Committee of the Whole with no recommendation.

*C.O.W.*  
*Donohue/Thiel accept & adopt RC and Ord pass.*  
*BAWTT:*  
*Hammond/Bobrows to amend to provide that any amendments to Sec. 118-94(c) requires a super majority of Common Council to approve was passed on roll: Ayes 10 Nay: none*  
*Donohue/Thiel Ord, as amended, pass.*

*[Handwritten signature]*

Julie Kath

*[Handwritten signature]*

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

10

IV

11-27-41

*[Faint handwritten notes and signatures]*

*[Faint mirrored text, likely bleed-through from the reverse side of the page]*

VIII

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. October 19, 2015.

Your Committee to whom was referred Res. No. 81-15-16 by Alderperson Hammond authorizing a transfer of appropriations in the 2015 Budget (establish appropriation for Cable TV equipment and IT equipment); recommends that the Resolution be passed.

reg.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

IIIIV

**III**

5.3

Res. No. 81 - 15 - 16. By Alderperson Hammond. October 5, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish appropriation for Cable TV Equipment:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Cable TV Fund Unreserved Fund Balance 270-253000	Cable TV Fund Communication Equipment 27058110-642300	\$9,550

Establish appropriation for IT Equipment:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
IT Fund Unreserved Retained Earnings 707-272000	IT Fund IT Equipment 70717100-642200	\$21,267

*Finance  
approve*

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

12  
20

III

21

VIII

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. October 19, 2015.

Your Committee to whom was referred Res. No. 83-15-16 by Alderperson Hammond authorizing a transfer of appropriations in the 2015 Budget (establish appropriation for Parking and Revenue Control System, Lot 14 equipment); recommends that the Resolution be passed.

reg

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**III**

5.6

Res. No. 83 - 15 - 16. By Alderperson Hammond. October 5, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish appropriation for Parking and Revenue Control System, Lot 14 Equipment:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
TID 12 Fund	Capital Projects	
Unreserved Fund Balance	Improvements Other than Buildings	
312-253000	40061100-631100	\$102,528

*Finance  
approve.*

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**IX**

R. C. No. \_\_\_\_\_ - 15 - 16. By COMMITTEE OF THE WHOLE. October 19, 2015.

Your Committee to whom was referred Gen. Ord. No. 4-15-16 by Alderperson Burg creating Section 2-138 of the Municipal Code, entitled "Remote attendance at meetings," so as to permit and regulate participation in meetings by telephone, video conference, or other means; recommends that the Ordinance be passed.

*reg.*

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

~~IX~~

6.3

Gen. Ord. No. 4 - 15 - 16. By Alderperson Burg. June 1, 2015.

AN ORDINANCE creating Section 2-138 of the Municipal Code, entitled "Remote attendance at meetings," so as to permit and regulate participation in meetings by telephone, video conference, or other means.

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

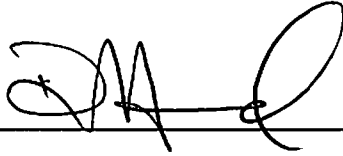
Section 1. Section 2-138 of the City of Sheboygan Municipal Code is hereby created to read as follows:

"Sec. 2-138. *Remote attendance at meetings.*

- (a) *Remote attendance permitted.* A member of a city governmental body, as defined in Wis. Stats. § 19.82(1), who desires to appear at a meeting by telephone, video conference, or other remote method of participation shall be entitled to participate and vote to the fullest extent possible, except as follows:
  - (1) The member shall not be entitled to participate and vote on any matter that requires the visual assessment of a witness's demeanor if the member is unable to make such a visual assessment.
  - (2) The member shall not be entitled to participate and vote on any matter that requires the visual assessment of physical evidence or exhibits that have not been previously reviewed by the member.
- (b) *Quorum.* A member who is not physically present shall not count towards a quorum.
- (c) *Proper equipment.* Appropriate equipment shall be used so that the attending public can readily observe or hear such person's participation in the meeting.
- (d) *Notice.* Whenever a city governmental body anticipates that a member will appear by telephone, video conference, or other remote method of participation, the meeting agenda shall specifically and conspicuously identify which person(s) or member(s) shall be appearing by such means.
- (e) *Exceptions.* No person shall be allowed to participate in any meeting where the meeting notice failed to state the person would appear by telephone/conference means or where such equipment is unavailable or unusable at the time of the meeting."

~~C.O.W.~~  
approve

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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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

**IX**

R. C. No. \_\_\_\_\_ - 15 - 16. By COMMITTEE OF THE WHOLE. October 19, 2015.

Your Committee to whom was referred Gen. Ord. No. 12-15-16 by Alderperson Belanger amending various sections of Chapter 2 of the City of Sheboygan Municipal Code to provide for direct referral of communications, resolutions, and ordinances to committees and eliminate the requirement of a second reading except where otherwise required by law; recommends that the Ordinance be passed.

*reg*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

~~IX~~

7.1

Gen. Ord. No. 12-15-16. By Alderperson Belanger. August 3, 2015.

AN ORDINANCE amending various sections of Chapter 2 of the City of Sheboygan Municipal Code to provide for direct referral of communications, resolutions, and ordinances to committees and eliminate the requirement of a second reading except where otherwise required by law.

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

Section 1. Section 2-127 of the City of Sheboygan Municipal Code, entitled "Ordinances and resolutions" is hereby repealed and recreated to read as follows:

"Sec. 2-127. *Ordinances and resolutions.*

- a) All ordinances, resolutions, reports of officers and reports of committees to be submitted at a regular common council meeting must either be submitted in full to the city clerk or a request for the drafting thereof on or before 8:00 a.m. of the Thursday preceding any regular council meeting so that they can be included in the agenda and set forth in full in the attached documents.
- b) All ordinances, resolutions, communications, and other matters to be directly referred to a board, commission, or committee must either be submitted in full to the city clerk or a request for the drafting thereof at least 72 hours preceding any meeting of said board, commission or committee so that they can be included in the agenda and set forth in full in the attached documents. After inclusion on a board, commission or committee agenda, the matter may be reported on to council and shall be considered to be before the council for consideration and action with no need for a second reading.
- c) All ordinances and resolutions shall be signed by the councilmember presenting the ordinance or resolution."

Section 2. Section 2-130 of the City of Sheboygan Municipal Code, entitled "Referral of matters to committees" is hereby repealed and recreated to read as follows:

"Sec. 2-130. *Referral of matters to committees.*

- a) All ordinances, resolutions, petitions, communications or other matters may be referred by the City Clerk directly to an appropriate board, commission, or committee without being

*C. J. W. approve.*



first introduced at a meeting of the council. Matters that have not been directly referred in such a fashion may be referred to an appropriate committee by announcement of the presiding officer, unless the council on motion shall make a different order in relation thereto. However, any matter or measure assessing or levying taxes, appropriating or disbursing money or creating any liability or charge against the city or any fund thereof shall be referred to a committee and shall not be acted upon by the council until reported upon by the committee.

- b) With the exception of the adoption of any measure assessing or levying taxes, appropriating or disbursing money or creating any liability or charge against the city or any fund thereof or the adoption of any ordinance, all documents of the same classification may be referred to the common council or to an appropriate board, commission, or committee in a comprehensive report thereon."

Section 3. Section 2-131 of the City of Sheboygan Municipal Code, entitled "Objections to referred matters" is hereby repealed and recreated to read as follows:

"Sec. 2-131. *Objections to referred matters.*

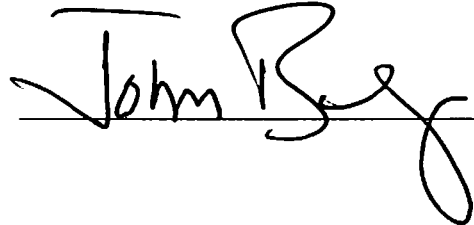
When any matter before the council is referred by the presiding officer to any committee, which is not required to be referred by law or the rules in this article, any member of the council may object to its being so referred and may make a motion for some other proper disposition thereof. Whenever any matter is referred to any committee which requires reference, any member at the time it is so referred may move to have such matter referred to a different committee than the one named. Except as otherwise provided by law or the rules in this article, no motion, resolution, or ordinance needs to lie over for consideration, regardless of whether it has been referred to a board, commission, or committee."

Section 4. Section 2-132 of the City of Sheboygan Municipal Code, entitled "Second reading of matters" is hereby repealed and recreated to read as follows:

"Sec. 2-132. *Reading of matters.*

All ordinances and resolutions included on the council meeting agenda and all committee reports or other matters on the agenda shall be considered to have been read in length by the clerk when the agenda and documents have been submitted to the councilmembers in advance of the meeting as required."

Section 5. 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

**VII**

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. October 19, 2015.

Your Committee to whom was referred a communication from Mark Zimmer, President of Zimballs Properties, LLC, requesting that the interest and penalties for 2014 delinquent personal property tax be waived as they did not know about the bill; recommends that the request be denied.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV

**From:** Mark Zimmer [mailto:mark@zimmerfuneralhome.com]  
**Sent:** Thursday, October 08, 2015 2:48 PM  
**To:** Buss, Nancy  
**Cc:** David Gass (dgass@rohdedales.com); Mark - Ballhorn Chapels; Mueller, Todd A.  
**Subject:** Ballhorn Chapels Personal Property Tax

*Dear Nancy,*

*Attached, please find the letter that was sent from the Finance Department to Keystone America, Inc regarding the Personal Property Taxes for 2014 on Ballhorn Chapels. As I stated, Zimballs Properties acquired the Ballhorn Property from Keystone in July of 2014, and was not listed for the 2014 Personal Property Tax Bill at the end of the year.*

*I find it interesting that the document was dated 2/18/2015 and I was not notified from Keystone until September 9, 2015.*

*I would respectfully request that the interest and penalties for delinquent payment be waived, since we were not made aware of the tax until today. Please advise as to the total due and a check will be issued immediately.*

*Sincerely,*

*Mark Zimmer, FD*  
President  
Zimballs Properties, LLC  
(920) 457-4455

  
1201 N. 8<sup>th</sup> Street  
Sheboygan, WI 53081

**X**

Gen. Ord. No.           - 15 - 16. By Alderpersons Donohue, Heidemann, Hammond,  
and Kath. October 19, 2015.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to update the Community Development Specialist job description in the City Development Department for the City of Sheboygan.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 3. City Development Department:

A. CITY HALL DEPARTMENTS

3. CITY DEVELOPMENT DEPARTMENT

	Class Grade	No. of Employees
<u>DELETE:</u>		
Community Development Specialist	6	1.0
<u>ADD:</u>		
Community Development Planner	6	1.0

Section 2. The job description for the Community Development Planner is attached, and copies of which shall be on file in the offices of the City Clerk, Finance Director and Human Resources Department.

*Lies over.*

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.

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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

## **Job Description**

**Job Title:** Community Development Planner      **Department:** City Planning & Development Planner

**Reports To:** Director of Planning & Development      **Classification:** Salaried Exempt

**Wage:** Salary Grade 6      **Date Issue:** 10/5/2015 Salaries & Grievances  
10/19/2015 Common Council

## **Position Summary**

Under the general direction of the Director of Planning & Development, 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.

## **Essential Duties & Responsibilities**

1. Performs diverse clerical duties to oversee daily office activities.
2. Assists in the processing of Conditional Use Permit applications, site plans, Architectural Review Board applications, annexation petitions, zoning amendments, etc.
3. Enforcement of Zoning Codes by working with applicant, reviewing/approving plans, writing correspondences and performing onsite inspections for compliance.
4. Process Community Development Block Grant loan applications by reviewing application, requesting title searches and lead inspections, performing onsite inspection with building inspector and contractors, writing correspondences such as mortgages, contracts, and other financial forms, and perform loan closings. Assist with Community Development Block Grant Public Service program by reviewing application, writing contracts and other correspondences, and collecting quarterly reports from participating agencies. Also assist the Finance Department with audits on the Public Service agencies.
5. Act as the initial point of contact for the Planning and on occasion the Building Inspection Department, including answering telephones and distributing messages, 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.
6. 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.
7. Researches, organizes and types correspondences and complex statistical or financial reports.
8. Performs duties of Permit Clerk when said Clerk is on vacation or sick leave.
9. Assists in the preparation of the Department budget.
10. Assist with Architectural Review Board, City Plan Commission, Historic Preservation Commission, Housing Rehabilitation Committee, Redevelopment Authority, 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.
11. Prepares purchase orders and processes invoices.
12. Assists in tax incremental financing district creation and amendments.
13. Assists, develops, and implements procedures for expediting the flow of clerical work.
14. Develops, maintains responsibility for, and recommends needed improvements on an efficient filing system.
15. Maintains a department calendar.
16. Opens incoming mail, answers routine correspondence, and assigns technical inquiries to the proper person.
17. Performs related work as needed.

## **Qualification Requirements**

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. Extensive knowledge of computers and programs (Word, Excel, Power Point, AS 400, BoardDocs, Munis, Adobe Photoshop, Adobe InDesign, IMS PC Inquiry, ArcMap and Outlook).
9. Skill in handling difficult and complex office situations and ability to undertake proper disposition of problems.
10. Ability to exercise good judgment, courtesy, and tact in dealing with general public, Common Council, Committee members, City staff, contractors, architects, engineers, etc.
11. Ability to keep accurate statistical records and make reports.

## **Education / Experience / Certifications**

A Bachelor's Degree in Urban or Regional Planning, Finance, Business Administration, or closely related field, plus a minimum of three years of professional work experience in community development, planning, development, redevelopment, grant writing, finance, or similar profession.

## **Pre-employment Requirement**

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

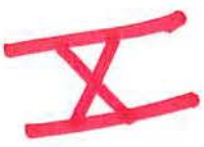
## **Physical Demands**

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.

Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.

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.



Gen. Ord. No.     - 15 - 16.     By Alderperson Lessard. October 19, 2015.


AN ORDINANCE pursuant to sec. 125.10, Wis. Stats., creating section 10-47 of the Sheboygan Municipal Code, entitled "Duties of Persons Serving Alcoholic Beverages" so as to regulate the behavior of persons licensed to serve alcohol.

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

Section 1. Section 10-47 of the Sheboygan Municipal Code, entitled "Duties of Persons Serving Alcoholic Beverages" is hereby created to read as follows:

"Sec. 10-47. *Duties of Persons Serving Alcoholic Beverages.*

- (a) No person shall drink or consume any alcoholic beverage while on duty as an employee or otherwise serving intoxicating liquor or fermented malt beverages in a licensed premise.
- (b) No person shall serve intoxicating liquor or fermented malt beverages while intoxicated. A person shall be presumed intoxicated if they have a blood or breath alcohol concentration of .08 or more. The result of a preliminary breath test is admissible evidence of intoxication.
- (c) No person serving intoxicated liquor or fermented malt beverages shall refuse to submit to a test of their breath or blood alcohol content by any reasonable test, including a preliminary breath test, requested by an officer with reasonable suspicion to believe the person may be intoxicated or may have been consuming alcoholic beverages while on duty.
- (d) Any person violating the provisions of this section shall be subject to the following penalties:
  - (1) A forfeiture of no less than \$100 for a first offense within three years.
  - (2) A forfeiture of no less than \$250 for a second offense within three years.
  - (3) A forfeiture of no less than \$500 for a third or greater offense within three years."





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.

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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**

Gen. Ord. No. \_\_\_\_\_ - 15 - 16. By Alderperson Carlson. October 19, 2015.

AN ORDINANCE relating to adding no parking 7:00 a.m. to 4:00 p.m. on school days only on the west side of South 8th Street north of Georgia Avenue.

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 west side of South 8th Street from 120 feet north of the north curb line of Georgia Avenue to 182 feet north of the north curb line of Georgia Avenue to 120 feet north of Georgia Avenue is hereby added to the list of locations where parking is prohibited from 7:00 a.m. to 4:00 p.m. on school days only.

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.

pp+5.

\_\_\_\_\_

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





Gen. Ord. No. \_\_\_\_\_ - 15 - 16. By Alderperson Carlson. October 19, 2015.

AN ORDINANCE relating to adding no parking, stopping or standing anytime on the west side of South 8th Street north of Georgia Avenue.

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 west side of South 8th Street from the north curb line of Georgia Avenue to 50 feet north of Georgia Avenue is hereby added to the list of locations where no parking, stopping or standing is permitted.

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.

PP+S

\_\_\_\_\_

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. \_\_\_\_\_ - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2017.

*Law & Lic.*

\_\_\_\_\_  
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3069	Time and a Half LLC	2518 N. 15 <sup>th</sup> St. - one-day event to be Held 11/14/15 to include current premise and east side of building from fence to corner and SE corner to driveway.

"CLASS B" LIQUOR LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3159	Big Mikes Sports Bar & Grill	911 Indiana Ave.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3022	Paradigm	1202 N. 8 <sup>th</sup> St.

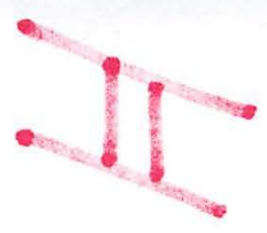
CLASS "C" WINE LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3022	Paradigm	1202 N. 8 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0932	Cortez, Goya Elena	1725 N. 8 <sup>th</sup> St.
0927	Heinen, Allison C.	1325A N. 11 <sup>th</sup> St.
9401	Jantz, Crystal P.	2006 S. 22 <sup>nd</sup> St.

1.8



8115 Leonard-Froh, Sheryl M.	1605 Blocki Ct.
0929 Mayr, Cherilyn A.	1913 Wiemann Ave.
0931 Riddell, Erik Scott	2723 N. 12 <sup>th</sup> St.
0934 Rosa, Emily A.	2226 Wedemeyer St.
0933 Spettel, Ricky G. (Club)	612 Superior Ave.
9294 Torres, Monica	1627 S. 12 <sup>th</sup> St.
0332 Warner, Cheryl L.	1608 Union Ave.
0935 Yang, Lola	1546 Florida Ave.

TAXICAB DRIVER LICENSE (NEW) (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0926	Jaber, Ali M.	3330 S. 11 <sup>th</sup> Pl., #1
0928	Matthews, Gregory Allen	4106 Driftwood Ct., #B103

II

Other Matters

8.2

R. O. No. \_\_\_\_\_ - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting a petition from residents of Sheboygan asking the Mayor and their representatives on the City Council to reject the proposal to levy a \$20 wheel tax on the citizens of Sheboygan.

*Com. of the Whole*

---

City Clerk

# City of Sheboygan

## No wheel Tax

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Diana Rammingjer	2203 Ernie AVE Sheboygan	<i>Diana Rammingjer</i>	drammingjer.dr @gmail.com	920 889 9825
LaShannon G. Blackmer	1549 S. 11 <sup>th</sup>	<i>LaShannon G. Blackmer</i>	LaShannonBlackmer @gmail.com	414-758-7960 <i>Blackmer</i>
Sherrin Brockman	1127B Ontario Ave. Sheb.	<i>Sherrin F. Brockman</i>		920-917-2633
<i>Kevin Xiong</i>	1903 N 10 <sup>th</sup>	<i>Kevin Xiong</i> 3375 Euclid Ave	KevinXiongXiong @yahoo.com	920.207.7959 ✓
Tara Zimmerer	94 Lake Court	<i>Tara Zimmerer</i>		920 287- 7457
Cal Johnston	1906 S 15 <sup>th</sup>	<i>Cal Johnston</i>		(920) 918 - 0965
Jennifer Brown	1627 S. 17 <sup>th</sup>	<i>Jennifer Brown</i>		920- 783-6304 ✓

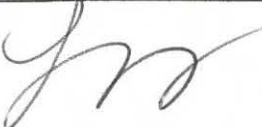
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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
LARRY YANG	2823 SOUTH 10TH ST SHEBOYGAN WI			120 265-7736
2819 S. ADELE	10 ST WIESE	Adela Wiese		457-7215
Wendy Van Sluys	2727 S. 10th St Sheboygan	Wendy Van Sluys	wendyvansluys@ 4ohco. com	
NOU XIONG	2711 S. 10th Sheboygan 53081	Nou Xiong	nxg9891@ gmail.com	
Vickie Gephart	2627 So. 10th	Vickie Gephart		458-4213
Gary Gephart	2627 So. 10th	Gary Gephart		458-4213
Melanie Perkins	2607 S 10th St	Melanie Perkins		920 451-1856

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
GILBERT BRUCKMUELLER	2819 S. 9 <sup>TH</sup>	Gilbert Bruckmuller		
Patty Kautman	2907 S 9 <sup>th</sup>	Patty Kautman		452-1404
Karl Buchanan	2907 S 9 <sup>th</sup> ST	Karl Buchanan		627-2566
Tracy Buchanan	2907 S 9 <sup>th</sup> ST	Tracy Buchanan		627-2466
RONALD DEJKE JR	2919 S. 10 <sup>th</sup> ST.	Ronald DeJke Jr		(920) 254-3032
Catherine Dudley	821 Leland	Catherine Dudley		920 254 0919
Tom Dudley	821 Leland	Tom Dudley		920 254 7607

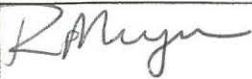

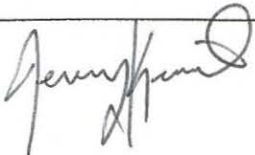

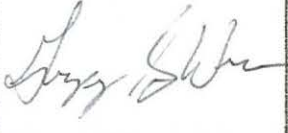
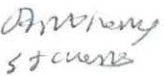

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Rachel Meyer	2107 S 9th			715 577 6407
Tami Meyer	2107 S 9th			715-382-6463
Jeremy Kranick	2109 S 9th			(920) 287-8895
Damian Avina	2207 S. 9th st			(920) 287-4910
Greg Weser	811 Highland Ave			(920) 345-2841
Anthony Stevens	2319 South 9th Street			920 287 1410
MARY Christensen	2319 S. 9th Street			(920) 287-5293

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Bernett E Michelin	2317 509th	B.E.M.		920 4521362
Grace Carpenter	841 Mead Ave	Grace Carpenter		920-917- 4109
George Kachelmeier	2517 So. 9th St	George Kachelmeier		
ELOY Garcia	2523 59th	Eloy Garcia		920-912-7696
Joan Hinz	2422 E Main 5th.	Joan Hinz		
Brian MERIER	2711 S 9th St	Brian		
Josefine Santiago	2725 S 9th St Sheboygan WI 53081	Josefine		414-736-9895

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Adam / Muster	126 Walnut St	Adam / Muster		(920) 287- 5124
Darlene	3625 Sauneman	Darlene		920-284 -0635 ✓
Kathy Marteorch	2232 N 74 <sup>th</sup> Sheboygan WI 53083	Kathy Marteorch		920-917- 8191
Martin Gonzalez	2302 N. 11th St.	Martin Gonzalez		
James Semsch	512A S 13 <sup>th</sup> St	James Semsch		920-451-0303
Saowanee Semsch	512A S. 13 <sup>th</sup> St.	Saowanee Semsch		920-451-0303
Karen Hunka	5130 Cent Path Rd Sheboygan	Karen Hunka		918-428 ✓




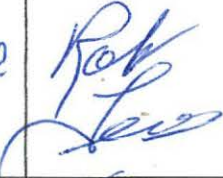



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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Kristina Gabrielse	980 N. 26th St. Sheboygan, WI 53081			
Andrew Gabrielse	980 N. 26th St. Sheboygan, WI 53081			
Bill Baumgardt	302 North RIVER PKY Howards Grove			
BOB TERVES	2433 MAYFLOWER 53083			
Kathy Lopez	62265 NORTH ST			
CHONG YANG	1022 Kentucky Sheboygan WI 53081			
LUKE YANG	1022 Kentucky Sheboygan WI 53081			

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Bob Wodwin	1653 9th ave	Bob Wodwin		458-9906
Sherry Kesselmeyer	1734 N 28th st	Sherry Kesselmeyer		457-6319
Trent Klein	4409 Superior Ave	Trent Klein		
MARIE GRUENKE	2814518	Marie Gruenke		4581419
DENISE Weber	4009 S 15	DENISE Weber		⊙
Walter E. Isbell II	3110 S. BUSINESS DR	Walter E. Isbell II		⊙
Aiissa Knoebel	2610 Lakeshore Drive	Aiissa Knoebel		







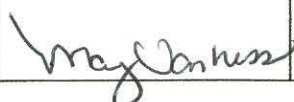
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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Christine Kreutz	2710 S. 18 <sup>th</sup> St.		Chris-in-Sheb@yahoo	920-627-9557
Krystle Ramirez	1611 S. 12 <sup>th</sup> St.		chicanaboy@gmail.	(920)453-8721
Andrew Kerr	1491 Cherry Lane			
Dylan Dortman	2314 N 7th		dortman1@me.com	920 912-2396
Matthew Abraham	1518 S. 20 <sup>th</sup> St.		muskydang@yahoo.com	920-912-4589
Ken Yang	1915 N. 12 <sup>th</sup> St.		agent4yang007@gmail	517-512-8167
May Vanhess	2526 Calumet Dr.			457-4328

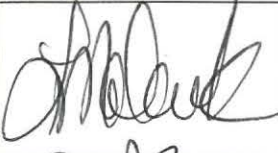



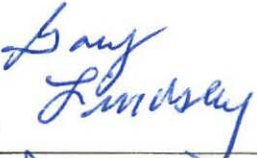
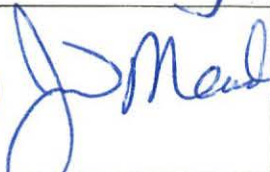
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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Lora Malanick	613 Huron Ave, Sheb. WI 53081		lmalanick@hotmail.com	
Dominic Breiter	510 N. 5th St.		domtman@yahoo.com	
Kayla Benr	2312 N 7th St		KaylaBenr1990@gmail.com	
RON R. RYKER	919 Wisconsin Ave.			920-457-5524 ✓
Russell Dean	3314 N 118			
Quay LINDSLEY	2420 N. 29th St.			458-3898 ✓
JACK MEADE	2366 ERIC AVE SHEBOYGAN		Jack.meade@yahoo.com	920-783-8592 ✓

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Linda A. Carriveau	708 Georgia Ave. Sheboygan, WI 53081	Linda A. Carriveau		920 917-7997 ✓
Aunt Brandy	2534 Lakeshore Dr.	Aunt Brandy		254-8477 ✓
Connor Carrier	2422 Terrace View Dr.	Connor Carrier	ConnorCarrier@gmail.com	
Nicole Brady	725 Alabama Ave	Nicole Brady		
Lorenzo Garcia	1019 Superior Ave	Lorenzo Garcia	CuhlorRed@gmail.com	
Mauranda Jewell	1011 N. Water St Apt 501	Mauranda Jewell	Johnmaurteak@gmail.com marlaesbrady25@gmail.com 414 213 4467	
SUZANNE DENNIS	3609 S. 17th Pl. Sheb.	Suzanne Dennis		

# City of Sheboygan

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Jessica Barthels	404 N 2 <sup>nd</sup> St. Sheboygan, WI 53081	Jessica Barthels		(920) 226-1521
Jayne Hansen	3022 Michigan Ave. Sheboygan WI. 53081	Jayne Hansen		920-287-5062
Ma Xiong	1111 Union Ave. Sheboygan, WI	Ma Xiong		(920) 791-7542
Dan Kirchstein	1512 S. 9 <sup>th</sup> St. Sheboygan, WI	Dan Kirchstein		(920) 980-7637
Traci Kelly	909 Ontario Ave. Apt. B03	Traci Kelly		(920) 889-6960
Paris Hampton	1950 N 4 <sup>th</sup> St 53081	P. Hampton		414 782-2151
Jerry [unclear]	1535 S. 6 <sup>th</sup> St.	Jerry [unclear]		

**City of Sheboygan  
No wheel Tax**

Wendy Herr  
collected signatures.

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
<del>Carolyn Stewart</del>	<del>4215 Honeycreek Ct.</del>	<del>Carolyn Stewart</del>	<del>carolystewart@att.net</del>	512-571-2121
<del>Jessie J. Rosell</del>	<del>1302 S 24th St</del>	<del>Jessie J. Rosell</del>		<del>(920) 331-7044</del>
Jessie Rosell	1302 S 24th St Sheboygan WI	Jessie Rosell		920 331-7044
Kowresta Wilson	2201 Erie Ave SHEBOYGAN, WI	Kowresta Wilson		920 254-5556
Peter TenPas	1036A Union Ave Sheb	Peter TenPas		920 4580887
David J. Berth	1414 Forsyth Ave Sheboygan WIS 53081			920 920 (946-6173)
Sandra Schrock	2041 N Elm Sheboygan WI	Sandra Schrock		-
Carol Praskowski	1679 N 3rd St Sheb Wis 53081	Carol Praskowski		920 4584099

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Jenny Kaas	2201 Eric St	Jennifer Kaas		920-627-3795
LORI Heinrich Lori a. M	#2A 2217 Terrace Blvd	Lori a. M		920-226-9744
Sharon Nicholas	3212 Seemann St. Charles Ave Apt 207	Sharon L.		920-917-4593
Sue Seiberling	2133 S. 15th	Sue Seiberling		920-889-8158
Diane Oonk	434 Cleverly Ave	Diane Oonk		920-803-8508
Mary Ellen Repshy	1417 Castle Ave.	Sheb. Wis 15302		920-488976
Catherine Vanlyke	2429 Cross Creek	Catherine A. Vanlyke		920-452-4404


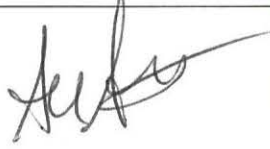


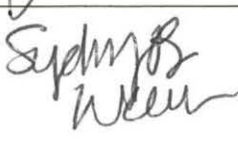
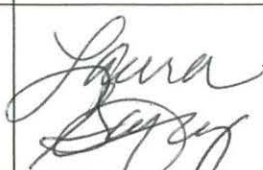
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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Kayla Gabrielse	828 Humboldt ave. Sheboygan, WI 53081		amisonkayla@gmail.com	920 207 8343
Amanda Seefeldt	9174 St. James Ct Sheboygan, WI		amanda.seefeldt@gmail.com	920-889- 5318
Brianna Phillips	830 N. 10th St. Apt. 101		mathwiz1212@gmail.com	920-838 5788
Brian Hoffman	1708 Illinois Ave.		tannermax720@gmail.com	920 254 8843
Lean Hubert	1216 N 7th Sheb. WI		duskoftheraven@gmail.com	920 941 5208
Sydney Werner	3741 S. 10 St. Sheboygan, WI		sydneyroscox@hotmail.com	920- 458- 8912
Laura Safly	1804 N. 6th Sheboygan, WI		dstlsafly@gmail.com	920 459 9363

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
<del>Gail Niemuth</del>	W 1304 Stokdyk- Ingelse Rd.	<del>Gail Niemuth</del>	gniemuth6@gmail.com	<del>564-6366</del>
<del>Jordyn Pieper</del>	122 Lolie Ct.	Jordyn Pieper	justjordyn10@gmail.com	(920) 838-4650


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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Wanda Brennan	2321 S 10 <sup>th</sup> St Sheboygan	Wanda Brennan		920 461-4690
Arleigh Stuetgen	2311 S 10 <sup>th</sup>			


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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Allison Hendricks	2320 S 10 St Sheboygan WI 53081	Allison Hendricks	annison@ yahoo.com	889-0883
Brian Meinell	2312 South 10 <sup>th</sup> St Sheboygan WI			889-1270
Mary Jane Schreeter	2307 S. 10 Sheboygan	Mary Jane Schreeter		457-5464


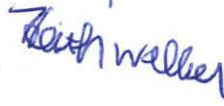


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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
SCOTT WIRTZ	2435 Center Ave		highorsegunworks @SBCGLOBAL.NET	
Heith wallner	1530 North 8th St Sheboygan			920-254-2339
Dave Telankv	815 National Ave			920-912-5061
Michael Schlotthauer	3321 S 11 pl			946-9053




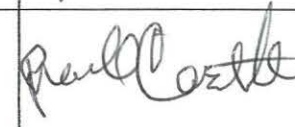


# City of Sheboygan

## No wheel Tax

We the undersigned residents of Sheboygan call upon Mayor VanAndersteen and our representatives on the city council to reject the proposal to levy a \$20 wheel tax on the citizens of Sheboygan.

As residents of Wisconsin, we already pay a \$75 annual registration fee and some of the highest gas taxes in the country. A regressive wheel tax disproportionately harms lower income and working families in Sheboygan. By increasing transportation costs on working families, the city would be limiting people's ability to find employment and opportunity.

Please listen to the voices of the people of Sheboygan and reject this harmful and regressive new tax on families.

FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
TARA WASMER	717 National Sheb, 53081		twasmer8@gmail.com	
Frank Castle	1015 National Ave		N/A	N/A
JASON WANG	1630 N. 7 <sup>TH</sup> ST		N/A	N/A
Lisa & Dane Mangena	1717 N. 8th Sheboygan WI	Lisa Mangena	N/A	920- 226-1217
Sara Tremblay	728 Superior Ave		N/A	N/A
Elissa Ludwig	1505 N 8 <sup>th</sup> ST	Elissa Ludwig	n/a	453-8457

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Louise Mertes	8 South Hiawatha Cir Sheboygan	Louise M. Mertes		920 458/094
Lisa Perry	1124 N. 12 <sup>th</sup> Sheboygan	Lisa Perry		452-5704
Colleen Mulbrook	4924 S. 9th St Sheboygan WI	Colleen Mulbrook		920 207 4260
Chathia	1426A S. 12 <sup>th</sup>	Chathia		920 803 9190
Jessa Roethel	1740 S. 14 <sup>th</sup> Sheboygan	Jessa Roethel		920-918-3844
E. Adams	1614 N 9 <sup>th</sup> Sheboygan	E. Adams		920-234-8296
Sarah Felde	916 Huron AVENUE	Sarah Felde		920-222-0609



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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Katherine Birtell	2503 S 9th St	Katherine Birtell	youaremyrock@gmail.com	920-980-4535
Cali Faith Weiley	2503 S 9th St	Cali Weiley	caliwe12345@gmail.com	(920) 627-2691
Daniel Oliver	625A N 8th St	Daniel Oliver		980-6844
Gerald Fischer	3215 D WEST MEADOWS CT.	Gerald Fischer	" "	" "
Judith Fischer	3215 D WEST MEADOWS CT.	Judith Fischer	—	—
Avery Staubs		Avery Staubs	aveonstaubs@hotmail.com	920-287-6390
Ethan DeMaster	1863N County Road CC Cedar Grove	Ethan DeMaster	—	—

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Debra Steffen Andrew Steffen	2718 S. 10 <sup>th</sup> St. Sheboygan, WI	Debra L. Steffen	aps112506@yahoo.com	
Kathryn Badtke	1521 Ohio Ave Sheboygan WI	Kathryn Badtke	kbadtke@charter.net	
Mark Seefeldt	2414 S 10	MARK SEEFELDT		
TOD FREDRICKSON	2419 S. 10 <sup>th</sup> Sheboygan WI	Tod Fredrickson		
JEANNE SEEFELDT	2414 S 10 Sheboygan	Jeanne Seefeldt		
Lori Booth	2410 S. 10th Sheboygan	Lori Booth		458-6216
Tim Madson	2404 S. 10 <sup>th</sup> Sheboygan	Tim Madson		

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Josee	\$ + 1627	Josee		920 4100869
Russ Platt	2722 S 9th Sheboygan	Russ Platt		414-861-2316 92
Michael Genais	2722A S. 9th St Sheboygan	Michael Genais		(920) 912- 3355
MIKE MORFITT	1005 Wilson Ave	Mike Morfitt		(920) 277-7246
Ryan Hyink	2924 S. 10th St	Ryan Hyink		920-980-5539
Sarah Eischen	2720 S. 10th St.	Sarah Eischen		920-207-2127
Mary Pippert	2728 S. 10th St. Sheb.	Mary Pippert		920-452-7592


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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
DEW COWLES	2322 59th	DeW Cowles		452-4304
Nicole Man	2307 N40			414-975-5196
Jeffrey Post	2414 South 9th	Jeffrey G Post		889-8327
Katy Ries	2502 South 9th	Katy R		208-6443
Carolyn Eiden	2606 South 9th St	Carolyn Eiden		457-8627
David Eiden	2606 South 9th St	David Eiden		457-8627
Rebecca Sharpe	2620 S. 9th St.	R. Sharpe		6270182






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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Brittany Williams	2106 5 <sup>th</sup> St		bgreene2289@gmail.com	
Audra Stuffer	2112 SOUTH 9TH ST. S3081			920 698 0555
Monty Stuffer	2112 S 9th St. Sheboygan WI			920-912-8073
MARCIA MILLER	2206 So 9 St			920 457-4522
Devin Bailey	2212 S 9th St.			920-913-7855
Heather Alvarez	2304 S. 9th Street	Heather Alvarez		920-208-3680
Vernette Cowles	2377 S 9th St	Vernette Cowles		920 452-4304

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Mary Ann Wleclunsky	920 Milesville Ave Howards Grove	Mary Ann Wleclunsky		
<del>Amanda Hark</del>	<del>1414 Dutch Ct Oostburg, WI</del>	<del>[Signature]</del>		<del>920-918-0051</del>
Edn Josh Orch Fruk	608 S 26th St Sheboygan WI 53081	[Signature]		
Gail Ternes	2433 Mayflower, Sheb WI 53083	Gail Ternes		* 920 452-5631
Josh Garcia	1633 Humboldt Ave Sheb WI 53081	John Garcia	[Signature]	
Roger Mamer	2202 MEADOW- LAND DR. APT. 102	Roger Mamer		✓ 920-452-2227
MARK Blinkman	611 N Water APT 314	Mark Blinkman		920-287-9332

JOHN Kleun 4909 Superior John Klein