ATTACHMENTS

CASEY HOFF
ATTORNEY AT LAW, LLC

CRIMINAL & DRUNK DRIVING DEFENSE

807 Center Avenue, Suite 200
Sheboygan, WI 53081
www.caseyhofflaw.com

Ph: 920.234.2222
Fx: 920.234.2221
caseyhoff@caseyhofflaw.com

February 11, 2015

Sheboygan Common Council
828 Center Avenue
Sheboygan, WI 53081

Dear Sheboygan Common Council:

On behalf of, and as the attorney for Mr. Kevin S. Matichek, enclosed please find his letter of resignation as Fourth District Alderman on the Sheboygan Common Council.

Respectfully,

Casey J. Hoff

February 11, 2015

Sheboygan Common Council
828 Center Avenue
Sheboygan, WI 53081

Dear Colleagues:

In light of the criminal accusation against me, it is clear that I am currently unable to effectively serve in my position as alderman for the City of Sheboygan. Because I do not want the charge to detract from the City's business, please accept this letter as my official resignation as Fourth District Alderman on the Sheboygan Common Council.

Very truly yours,

Kevin S. Matichek

II

R. O. No._____ - 14 - 15. By BOARD OF WATER COMMISSIONERS.
February 16, 2015.

To the Honorable, the Mayor and Common Council:

On February 20, 2014, the City of Sheboygan executed a Record of Declaration of Official Intent for Construction of a UV Disinfection System for the Water Utility.

In accord with that Declaration, the Sheboygan Board of Water Commissioners requests approval to proceed with acceptance of a WDNR safe drinking water loan estimated at $3,600,000 with an annualized interest rate of 1.65%; the loan amount is anticipated to be reduced by $500,000 in principal forgiveness from the state.

The final loan terms will be set forth in a bond resolution authorizing the issuance of water system revenue bonds to evidence the loan, which will be submitted to the Council for consideration and approval.

Concur

Gerald R. Van De Kreeke, President

Raymond W. Haen, Secretary

Mark Heinz, Member

II

R. O. No. ____ - 14 - 15. By CITY ATTORNEY. February 16, 2015.

Submitting, as a matter of record, the original recorded Warranty Deed from Jerome Krutzik, Sr. to the City of Sheboygan, executed in accordance with Res. No. 106-14-15 authorizing the purchase of 1002/1004 Erie Avenue.

Consent

Stephen D. McGee
City Attorney

WARRANTY DEED

THIS DEED, made between Jerome Krutzik, Sr., Grantor, and the City of Sheboygan, Wisconsin, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Sheboygan, Wisconsin, Grantee.

Grantor, for a valuable consideration, convey to Grantee the following described real estate in Sheboygan County, State of Wisconsin (the "Property"):

The East Five (5) feet of the South Fifty (50) feet of Lot Eleven (11) and the South Fifty (50) feet of Lot Twelve (12), Block Seventy-Eight (78), Original Plat of the City of Sheboygan, County of Sheboygan, State of Wisconsin, according to the recorded plat thereof.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements, recorded building and use restrictions and protective covenants.

Dated this 23 day of December, 2014.

Jerome Krutzik, Sr.

8320582
Tx:4086913

1996776
SHEBOYGAN COUNTY, WI
RECORDED ON
12/30/2014 3:12 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE: 105.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

RETURN TO:

City Attorney Stephen G. McLean
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442

59281204190
Parcel Ident. No.
This is not homestead property.

AUTHENTICATION

Signatures of Jerome Krutzik, Sr. authenticated this 23rd day of December, 2014.

* Stephen G. McLean
Title: Member State Bar of Wisconsin
or _____
authorized under § 706.06, Wis. Stats.

This instrument drafted by:
Stephen G. McLean
WI State Bar No. 01011662

*Type name below signatures.
(Signatures may be authenticated or acknowledged. Both are *not necessary*.)

ACKNOWLEDGEMEMT

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

Personally came before me this _____ day of December, 2014, the *above-named Jerome* Krutzik, Sr., to me known to be the person who executed the foregoing instrument and acknowledged the same.

*
Notary Public, Sheboygan County, WI,
My Commission (Expires) (Is) _____

WARRANTY DEED

THIS DEED, made between Jerome Krutzik, Sr., Grantor, and the City of Sheboygan, Wisconsin, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Sheboygan, Wisconsin, Grantee.

Grantor, for a valuable consideration, convey to Grantee the following described real estate in Sheboygan County, State of Wisconsin (the "Property"):

The East Five (5) feet of the South Fifty (50) feet of Lot Eleven (11) and the South Fifty (50) feet of Lot Twelve (12), Block Seventy-Eight (78), Original Plat of the City of Sheboygan, County of Sheboygan, State of Wisconsin, according to the recorded plat thereof.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements, recorded building and use restrictions and protective covenants.

Dated this 23 day of December, 2014.

Jerome Krutzik, Sr.

8320582
Tx:4086913

1996776
SHEBOYGAN COUNTY, WI
RECORDED ON
12/30/2014 3:12 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE: 105.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

RETURN TO:

City Attorney Stephen G. McLean
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442

59281204190
Parcel Ident. No.
This is not homestead property.

AUTHENTICATION

Signatures of Jerome Krutzik, Sr. authenticated this 23rd day of December, 2014.

* Stephen G. McLean
Title: Member State Bar of Wisconsin
or _____
authorized under § 706.06, Wis. Stats.

This instrument drafted by:
Stephen G. McLean
WI State Bar No. 01011662

*Type name below signatures.
(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGEMEMT

STATE OF WISCONSIN)
) **SS.**
COUNTY OF SHEBOYGAN)

Personally came before me this _____ day of December, 2014, the above-named Jerome Krutzik, Sr., to me known to be the person who executed the foregoing instrument and acknowledged the same.

*
Notary Public, Sheboygan County, WI,
My Commission (Expires) (Is) _____

1 9 9 6 7 7 6

REPORT OF OFFICER

A Report of Officer, as a matter of record, for recording a Warranty Deed between Jerome Krutzik, Sr. and the City of Sheboygan.

R. O. No. 239-14-15.

December 23, 2014.

UPDATED COPY

R. O. No. ___ - 14 - 15. By CITY CLERK. February 16, 2015.

Submitting various license applications.

_____
City Clerk

CARNIVAL LICENSE

No.	Name	Address
2638	Miesfelds Lakeshore Weekend	2741 N. 40th St.

COMMERCIAL OPERATOR LICENSE (December 31, 2015)

No.	Name	Address
3039	Brians Lawn Service	1720 Marvin Ct.

TEMPORARY CLASS "B" BEER

No.	Name	Address
1842	Early Bird Rotary Foundation	Fountain Park – Lobster Boil – one-day event to be held 7/17/15 to include the entire Fountain Park.
2970	Elizabeth Ann Seaton School	814 Superior Ave. – one-day event to be Held 4/18/15 at 2113 N. 22nd St.
2638	Miesfelds Lakeshore Weekend	2741 N. 40th St. – three-day event to be Held 7/24/15 to 7/26/15 at South Pier District in the grassy area west & east of Old Triple Play Bldg.
1381	St. Peter Claver Ushers Club	1444 S. 11th St. – one-day event to be held 3/8/15 in the lower level Van Treeck Hall.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

No.	Name	Address
0676	Gasper, Gene C.	3228 W Apache Rd.
0282	Knudtson, Angela C.	516 Euclid Ave.

II

R. O. No. _____ - 14 - 15. By CITY PLAN COMMISSION. February 16, 2015.

Your Commission to whom was referred Res. No. 143-14-15 by Alderperson Belanger authorizing the purchase of 1036 Erie Ave for the purposes of razing the property for new private investment in the neighborhood as part of the Neighborhood Revitalization Strategy Area activities; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 10, 2015, and after due consideration, recommends approval of the Resolution.

Consent

_____
Director of Planning & Development

II

III

4.2

Res. No. 143 - 14 - 15. By Alderperson Belanger. February 2, 2015.

A RESOLUTION authorizing the purchase of 1036 Erie Avenue for the purposes of the razing the property for new private investment in the neighborhood as part of the Neighborhood Revitalization Strategy Area activities.

WHEREAS, the City of Sheboygan has funds available through the Community Development Block Grant Program for revitalization efforts;

WHEREAS, with Gateway Neighborhood Revitalization efforts, one goal of the plan is to bring new private investment to the neighborhood. This property will be razed for new private investment;

WHEREAS, the property is a county foreclosure and has been vacant for a number of years.

RESOLVED: That the Common Council authorizes the Mayor and City Clerk to sign all appropriate conveyance documents for 1036 Erie Avenue to purchase the property.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to draw on land acquisition funds through CDBG, in payment of same.

City Plan

John Belanger

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. ____ - 14 - 15. By CITY PLAN COMMISSION. February, 2015.

Your Commission to whom was referred Gen. Ord. No. 44-14-15 by Alderperson Belanger amending the City's zoning map to establish the Use District Classification of PPUD (Pre-Planned Unit Development) on recently annexed property located south of Playbird Rd and west of County Highway Y; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 10, 2015, and after due consideration, recommends approval of the General Ordinance.

Consent

_____
Director of Planning & Development

II

X

6.1

Gen. Ord. No. 44 - 14 - 15. By Alderperson Belanger. February 2, 2015.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to establish the Use District Classification of recently annexed property located south of Playbird Road and west of County Highway Y.

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

Section 1. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of the following described annexed lands as Class PPUD Pre-Planned Unit Development Classification.

The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin, except that part thereof described as Lot One (1) of a Certified Survey Map recorded for record in Volume 7 of Certified Survey Maps on page 209 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

-ALSO-

The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin.

-ALSO-

The East three-eighths of the West one-half of the Northeast Quarter (E3/8 W1/2 NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, containing 31.09 acres of land more or less, EXCEPTING therefrom the property described as follows: Commencing at the Northeast corner of Section 6, Township 15 N., Range 23 E., thence South 89°56′19″ W. along the North line of the NE1/4 said Section 6, a distance of 1344.21 feet to the Northeast corner of the NW1/4 NE1/4 said Section 6, also being point of beginning, thence from said point of beginning, continuing South 89°56′19″ W. along the North line of the NE1/4 said Section 6 a distance of 243.05 feet; thence South 0°56′25″ W. a distance of 889.40 feet to a one inch pipe set; thence North 89°56′19″ E. a distance of 265.45 feet to a one inch iron pipe set on the East line of the NW1/4 NE1/4 said Section 6, thence North 0°30′12″ W. along the E. line of the

City Plan

NW1/4 NE1/4 said Section 6, a distance of 889.20 feet to the point of beginning and containing 5.1900 acres of land including therein the North 33 feet lying in the right of way of Playbird Road.

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.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Res. No. _____ - 14 - 15. By Alderpersons VanderWeele and Van Akkeren.
February 16, 2015.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 3306 Saemann Ave.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., March 16, 2015, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class SR-5 Suburban Residential to Class SO Suburban Office Classification:

Property located at 3306 Saemann Ave:

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" E ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SEAMANN AVENUE, THENCE S 88°35'44" ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LNE OF N. 36TH

STREET, THENCE N 00°14'54" E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

_____

_____

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

VI

R. C. No. ____ - 14 - 15. By FINANCE. February 16, 2015.

Your Committee to whom was referred R. O. No. 233-14-15 by the City Clerk submitting a communication from Attorney Zufelt requesting that the City of Sheboygan approve an Assignment of Lease from Sail Sheboygan to SEAS; recommends that the document be accepted and placed on file and to approve the request.

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

3.1

R. O. No. 233 - 14 - 15. By CITY CLERK. February 2, 2015.

Submitting a communication from Attorney Zufelt requesting that the City of Sheboygan bless an Assignment of Lease from Sail Sheboygan to SEAS.

Susan Richards
City Clerk

Finance
approve

II

ZUFELT LAW OFFICES, LLC
Eric S. Zufelt *Attorney & Counselor at Law*

January 27, 2015

City of Sheboygan Attorney's Office
Attn: Steven McClean
807 Center Ave
Sheboygan, WI 53081

RE: Request for Approval of Assignment of Lease

Dear Attorney McClean:

As you know, I represent the Sailing Education Association of Sheboygan, Inc. ("SEAS"). SEAS, and Sail Sheboygan, Ltd. ("Sail Sheboygan"), an entity that SEAS supports and has strong involvement, are planning on undergoing a statutory merger in the near term with SEAS remaining as the surviving entity. This merger is expected to provide numerous benefits for the organizations and create a number of synergies.

Sail Sheboygan and the City of Sheboygan entered into a Memorandum of Lease ("Lease") dated January 28th, 2009, regarding a certain premises located south of and adjacent to 619 Broughton Drive in the City of Sheboygan. (See Attached Memorandum of Lease). Section Twenty-Six (26) of the Lease provides that "all of the terms, covenants and conditions contained [in the Lease] shall continue and bind all successors in interest of Sail Sheboygan." SEAS, as the surviving entity in a merger, will be the successor in interest as applied to the Lease. The Lease contains no further requirements with respect to a successor in interest.

SEAS' intention is to keep the Sail Sheboygan brand alive and to make it a committee of SEAS. The purposes for which the City of Sheboygan granted leasehold rights to Sail Sheboygan shall remain unchanged.

In light of the forgoing, SEAS is respectfully requesting that the City of Sheboygan bless an Assignment of Lease from Sail Sheboygan to SEAS. If this action requires Council or Committee approval, I am respectfully requesting that this matter be placed on the agenda for the next Council meeting.

Very Truly Yours,

Eric S. Zufelt, Esq.

Finance

630 Riverfront Drive, Suite 230 • Sheboygan, WI 53081 • Email: ezufelt@windway.com
Phone: 920-457-8609 • Fax: 920-452-8294 • Cell: 920-889-0760

Admitted to Practice Law in Florida and Wisconsin
Certified NFL and CFL Players Association Contract Advisor/Agent

1868829

SHEBOYGAN COUNTY, WI
RECORDED ON
01/29/2009 09:37AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 17.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 6
TRANS # 126463
OF PAGES: 4

Document Number

MEMORANDUM OF LEASE

This space reserved for Recording Data

Name and Return Address

Attorney Robert T. Melzer
Rohde Dales LLP
607 N. 8th Street, 7th Floor
Sheboygan, WI 53081

Part of 59281 112960
(Parcel Identification Number)

Memorandum of Lease made and entered into as ofthis 28th day of January, 2009, by and between the City of Sheboygan, Wisconsin, a municipal corporation ("Landlord") and Sail Sheboygan, Ltd., a not for profit corporation ("Tenant").

WITNESSETH:

That Landlord, for and in consideration of the covenants and agreements to be kept and performed by the Tenant, demises and leases unto the Tenant, and the Tenant does hereby hire and rent from the Landlord, the premises hereinafter described, for the period and upon the terms and conditions hereinafter specifically set forth:

1. Description of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the entire premises located south of and adjacent to 619 Broughton Drive in the City of Sheboygan legally described on attached Exhibit A (the "Premises"), and as depicted upon the site plan attached as Exhibit B.

2. Term of Lease. The initial term of this Lease shall be for ninety-nine years, commencing on January 1, 2009 and terminating on December 31, 2108.

3. Other Terms and Conditions. The terms, conditions, and other provisions of this Lease are set forth in a Lease Agreement between the parties hereto, dated January 28, 2009 express reference to which is hereby made for greater particularity, as to the terms, conditions and provisions thereof. Copies of the Lease Agreement are in the official records of the City of Sheboygan and in the possession of the Tenant. The Lease Agreement should be reviewed in the event information on the specific terms, conditions, and other provisions is needed.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD: City of Sheboygan, Wisconsin, a municipal corporation

By _____
Mayor Juan Perez

Attest _____
Susan Richards, City Clerk

TENANT: Sail Sheboygan, Ltd.

By _____
Thomas Atkins, President

By _____
*Chris Wemer

STATE OF WISCONSIN

SHEBOYGAN COUNTY

Personally came before me this 28th day of January, 2009, Juan Perez, Mayor, and Susan Richards, City Clerk, of the City of Sheboygan, Wisconsin, to me known to be the persons who executed the foregoing instrument, and to me known to be the Mayor and City Clerk of the City of Sheboygan, Wisconsin, and acknowledged that they executed the foregoing instrument as such officials of the City of Sheboygan, Wisconsin by its authority in accordance with Res. No. 182-08-09.

* Stephen G. McLean
Notary Public, Sheboygan County, Wisconsin
My Commission is permanent.
(If not, state expiration date: _____)

This instrument was drafted by:
I[illegible]t T. Melzer
Ro[illegible]nde Dales LLP

STATE OF WISCONSIN

SHEBOYGAN COUNTY

Personally came before me this 28th day of January, 2009, Thomas Atkins, President and ~~Jennifer D. Westenberger~~ Chris Werner of the above-named Sail Sheboygan, Ltd., to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Treasurer of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of said Corporation by its authority.

Jennifer D. Westenberger
* Jennifer D. Westenberger
Notary Public, Sheboygan County, Wisconsin
My Commission is ~~permanent.~~
(If not, state expiration date: 7/19/09)

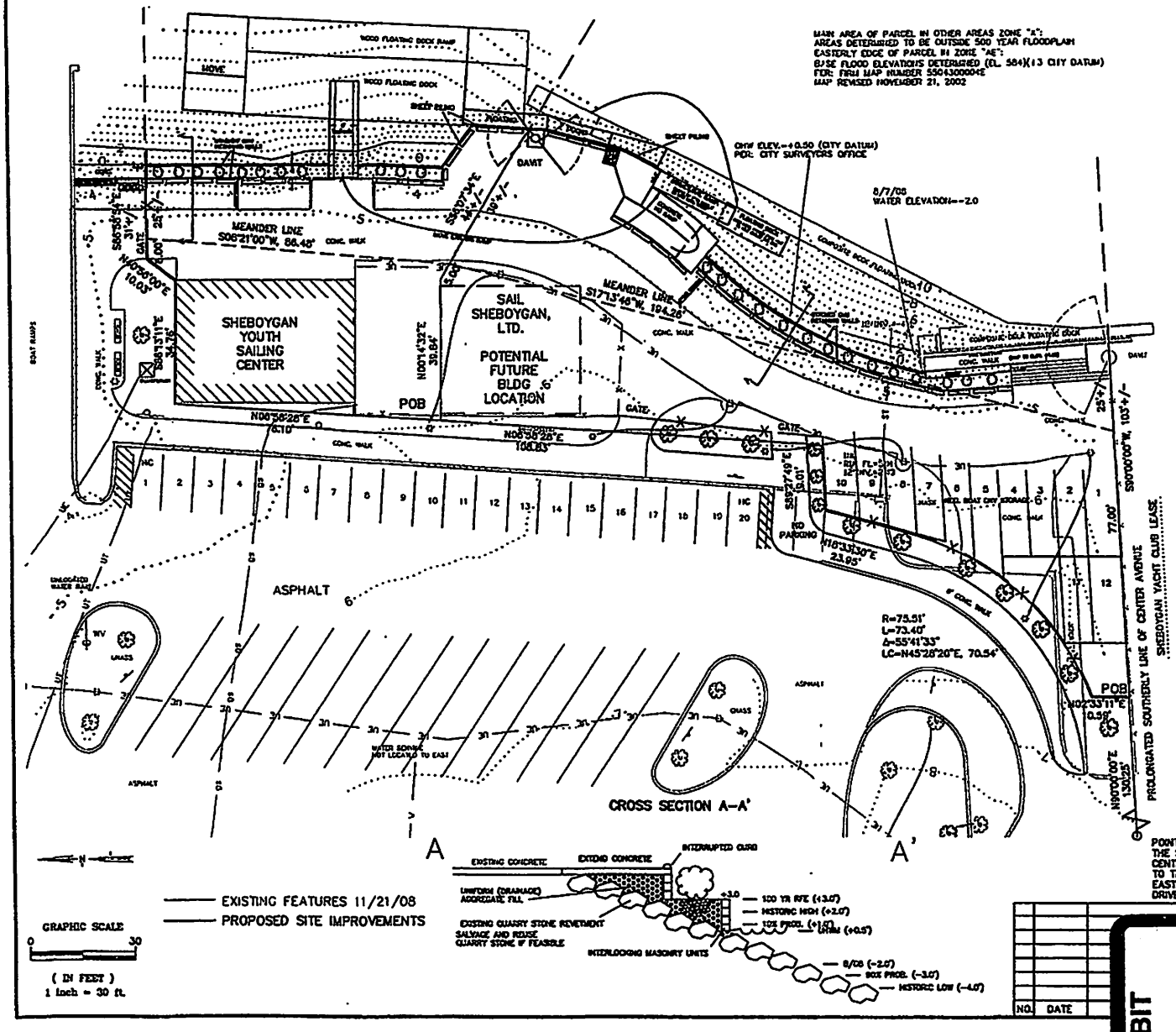
NOTARY PUBLIC
JENNIFER D. WESTENBERGER
STATE OF WISCONSIN

EXHIBIT "A"

Part of the NE 1/4 of the SE 1/4 Sec. 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin;

More particularly described as;

Commencing at a point on the southerly line of Center Avenue prolongated to the east and the easterly line of Broughton Drive; thence N 90°00'00" E along said southerly line, 130.25 feet to the point of beginning (POB); thence N 02°33'11" E, 10.59 feet; thence 73.40 feet along the arc of a curve to the left having a radius of 75.51 feet and a chord that bears N 45°28'20" E, 70.54 feet; thence N 18°33'30" E, 23.95 feet; thence S 89°27'49" E, 19.01 feet; thence N 06°58'28" E, 108.83 feet; thence S 86°44'22" E, 39.84 feet; thence S 56°07'34" E, 5.00 feet to a meander line of Lake Michigan; thence S 17°13'46" W along said meander line, 194.26 feet; thence S 90°00'00" W along said southerly prolongated line of Center Avenue, 77.00 feet to the point of beginning (POB); inclusive of lands between said meander line and the waters edge of Lake Michigan; inclusive of riparian rights; containing 11,273 S.F. (0.259 AC.) more or less of land to the waters edge.



NORTHERLY PARCEL – SHEBOYGAN YOUTH SAILING CENTER

PROPOSED LEASE BOUNDARY DESCRIPTION (DRAWN IN RED)

PART OF THE NE1/4 OF THE SE1/4 SEC.23, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN;

MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF CENTER AVENUE PROLONGATED TO THE EAST AND THE EASTERLY LINE OF BROUGHTON DRIVE;
THENCE N90°00'00"E ALONG SAID SOUTHERLY LINE, 130.25 FEET;
THENCE N02°33'11"E, 10.59 FEET;
THENCE 73.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.51 FEET AND A CHORD THAT BEARS N45°28'20"E, 70.54 FEET;
THENCE N16°33'30"E, 23.95 FEET;
THENCE S89°27'49"E, 19.01 FEET;
THENCE N06°58'28"E, 108.83 FEET TO THE POINT OF BEGINNING (POB);

THENCE N06°58'28"E FROM SAID POINT OF BEGINNING (POB), 76.10 FEET;
THENCE S86°13'11"E, 34.76 FEET;
THENCE N40°56'00"E, 10.03 FEET;
THENCE S85°58'54"E, 6.00 FEET TO A MEANDER LINE OF LAKE MICHIGAN;
THENCE S08°21'00"W ALONG SAID MEANDER LINE, 86.48 FEET;
THENCE N55°07'34"W, 5.00 FEET;
THENCE N86°44'22"W, 39.84 TO THE POINT OF BEGINNING (POB);
INCLUSIVE OF LANDS BETWEEN SAID MEANDER LINE AND THE THE WATERS EDGE OF LAKE MICHIGAN;
INCLUSIVE OF REPARIAN RIGHTS;
CONTAINING 5,979 S.F. (0.137 AC.) MORE OR LESS OF LAND TO THE WATERS EDGE.

SOUTHERLY PARCEL – SAIL SHEBOYGAN, LTD.

PROPOSED LEASE BOUNDARY DESCRIPTION (DRAWN IN RED)

PART OF THE NE1/4 OF THE SE1/4 SEC.23, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN;

MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF CENTER AVENUE PROLONGATED TO THE EAST AND THE EASTERLY LINE OF BROUGHTON DRIVE;
THENCE N90°00'00"E ALONG SAID SOUTHERLY LINE, 130.25 FEET TO THE POINT OF BEGINNING (POB);

THENCE N02°33'11"E, 10.59 FEET;
THENCE 73.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.51 FEET AND A CHORD THAT BEARS N45°28'20"E, 70.54 FEET;
THENCE N16°33'30"E, 23.95 FEET;
THENCE S89°27'49"E, 19.01 FEET;
THENCE N06°58'28"E, 108.83 FEET;
THENCE S86°44'22"E, 39.84 FEET;
THENCE S55°07'34"E, 5.00 FEET TO A MEANDER LINE OF LAKE MICHIGAN;
THENCE S17°13'46"W ALONG SAID MEANDER LINE, 194.26 FEET;
THENCE S90°00'00"W ALONG SAID SOUTHERLY PROLONGATED LINE OF CENTER AVENUE, 77.00 FEET TO THE POINT OF BEGINNING (POB);
INCLUSIVE OF LANDS BETWEEN SAID MEANDER LINE AND THE THE WATERS EDGE OF LAKE MICHIGAN;
INCLUSIVE OF REPARIAN RIGHTS;
CONTAINING 11,273 S.F. (0.259 AC.) MORE OR LESS OF LAND TO THE WATERS EDGE.

NO.	DATE	BY

SHEBOYGAN YOUTH SAILING CENTER
& SAIL SHEBOYGAN
LEASE BOUNDARIES

MILLER ENGINEERS SCIENTISTS
5308 S. 12th Street
Sheboygan, WI 53081-6099
Phone 920-458-6184
Fax 920-458-0369
www.startwithmiller.com

SAIL SHEBOYGAN
619
BROUGHTON DRIVE
SHEBOYGAN, WI 53081

SCALE	DATE	BY	SHEET
HOR. 1"=30'	Nov. 24, 2008	WF	1 of 1
VER. .	JOB 8-17824-H	CK RM	

EXHIBIT B

GROUND LEASE AGREEMENT
BETWEEN CITY OF SHEBOYGAN
AND SAIL SHEBOYGAN, LTD.

This Lease Agreement (Agreement) is made and entered into as of the 28th day of January, 2009, between the City of Sheboygan, Wisconsin, a municipal corporation, hereinafter referred to as "CITY", and Sail Sheboygan, Ltd., a not for profit corporation, hereinafter referred to as "SAIL SHEBOYGAN".

INTRODUCTORY STATEMENT

CITY desires to lease certain City-owned property to SAIL SHEBOYGAN and the SAIL SHEBOYGAN desires to lease same from CITY for the purpose of building and operating a sailing center for developing and promoting competitive sailing.

LEASE AGREEMENT

In consideration of the mutual covenants contained herein, CITY hereby leases to SAIL SHEBOYGAN, property legally described and depicted upon the site plan in Exhibit A, attached hereto and incorporated herein by this reference, together with all associated riparian rights, (together the "PREMISES"), upon the following terms and conditions:

1. TERM. The term of this Agreement shall be for a period of ninety-nine (99) years, commencing on the 1st day of January, 2009, and terminating on the 31st day of December, 2108.

2. RENT. SAIL SHEBOYGAN agrees to pay CITY as rent for the PREMISES one ($1.00) dollar annually. The rental payment shall be made on or before the first day of January of each year during the term of this Agreement payable to the City Finance Director/Treasurer. In the event that SAIL SHEBOYGAN fails to pay rent pursuant to the provisions of this paragraph, then due to the amount of rent and in consideration of the improvements and services provided by SAIL SHEBOYGAN under this Agreement, CITY shall be required to mail notice of default for non-payment of rent to SAIL SHEBOYGAN three (3) months prior to terminating the lease, whether pursuant to paragraph 16 or 20 of this Agreement or otherwise.

3. PURPOSES, USES AND IMPROVEMENTS. The PREMISES shall be used and improved, without cost to CITY, for the following uses and purposes:

(a) Primary Uses. To construct and operate a sailing center to conduct and promote competitive sailing activities leading to and including national and international sailing competition;

(b) Secondary Uses. SAIL SHEBOYGAN may in its discretion make the PREMISES available to SHEBOYGAN YOUTH SAILING

CLUB, Inc. (Youth Sailing) for its use in teaching sailing and seamanship and such additional recreational uses and or competition and SAIL SHEBOYGAN may in its discretion make the PREMISES available to Sea Scout Ship #50 so long as said activities remain secondary to the primary purposes set forth above.

In addition, SAIL SHEBOYGAN may make such changes, alterations, or improvements as may be necessary or desired by SAIL SHEBOYGAN to adapt the PREMISES for the permitted public recreational uses described above, provided that such changes, alterations, or improvements are without cost to CITY.

4. APPROVAL OF PLANS.

(a) Preliminary and final detailed plans, surveys, estimates of cost, specifications, proposal forms, and necessary special provisions for the construction of the facility and any other improvements, fixtures and appurtenances which are desired by SAIL SHEBOYGAN and permitted under the terms of this Agreement shall be prepared by SAIL SHEBOYGAN without any cost or expense to CITY. All such plans, specification, special provisions and construction projects shall be submitted to and approved by CITY, in writing, prior to commencement of construction.

(b) SAIL SHEBOYGAN agrees, at its sole cost and expense, to build or cause to be built the facility and all other improvements, fixtures and appurtenances requested by SAIL SHEBOYGAN, approved by CITY and permitted under the terms of this Agreement in a good and workmanlike manner in accordance with the plans and specifications referred to above, and in conformity with all applicable federal, state and local laws, regulations, codes and ordinances and without any cost or expense to CITY. SAIL SHEBOYGAN shall, prior to commencement of construction, procure or cause to be procured all necessary and requisite approvals from any and all state, municipal, and other governmental authorities, officers and departments having jurisdiction thereof and obtain any and all requisite building, construction or other licenses, permits or approvals regarding such construction.

(c) The provisions of subparagraph 4(a) above shall not apply to any maintenance, repairs, or nonstructural cosmetic interior alterations, which are desired by SAIL SHEBOYGAN, as long as they are permitted under the terms of this Agreement and are completed without any cost or expense to CITY. In the event of any replacement by SAIL SHEBOYGAN of the building, facility, or

any other improvement, fixture or appurtenance, the approval of CITY shall not be unreasonably withheld or delayed, as long as the replacement is substantially similar to the building, facility, improvement, fixture, or appurtenance being replaced and further provided that the replacement is completed without any cost or expense to CITY.

5. LIENS. During the term of this Agreement, or any extensions thereof, SAIL SHEBOYGAN shall not suffer or permit any liens to be filed against the interest of CITY in the PREMISES, and nothing in this Agreement shall be deemed or construed in any way as constituting the consent of CITY, express or implied, to any contractor, subcontractor, laborer, materialman or supplier for the performance of any labor or the furnishing of any materials for any improvement, alteration or repair to the PREMISES or any part thereof.

CITY shall have the right to demand of SAIL SHEBOYGAN evidence of the payment or financing of all claims for materials and labor furnished for any improvement or alteration to the PREMISES.

6. STATUS OF PROPERTY. SAIL SHEBOYGAN has examined the PREMISES and accepts it in its present condition. CITY agrees to relieve SAIL SHEBOYGAN of liability and responsibility for any environmental monitoring, damage or harm arising from the disposal by or on behalf of CITY of any hazardous or toxic substances on the PREMISES prior to the effective date of this Agreement, except for any such liability or responsibility attributable to the negligence or intentional conduct of SAIL SHEBOYGAN, its officers, directors, agents, or invitees.

SAIL SHEBOYGAN agrees to relieve CITY of liability and accept responsibility for any environmental monitoring, damage or harm arising from the disposal by or on behalf of SAIL SHEBOYGAN or any other parties to whom SAIL SHEBOYGAN may make the PREMISES available under this Agreement of any hazardous or toxic substances on the PREMISES during the term of this AGREEMENT and any extensions thereof, except for any such liability or responsibility attributable to the negligence or intentional conduct of CITY, its officers, officials, agents, or invitees.

Furthermore, SAIL SHEBOYGAN will keep the PREMISES safe and in good order consistent with its permitted uses and, upon expiration, cancellation or early termination of this Agreement, SAIL SHEBOYGAN will surrender possession peaceably.

7. ASSIGNMENT. SAIL SHEBOYGAN shall not assign or sublet this Agreement or any interest therein without the written consent of CITY, except as permitted in paragraph 3 above. Furthermore, neither this Agreement nor any interest herein shall be mortgaged, pledged or hypothecated by SAIL SHEBOYGAN. SAIL SHEBOYGAN shall have the right to license the limited use of the PREMISES, including without limitation for certain national or international sailing competition

events on specified days, so long as this licensing of the PREMISES does not interfere with the use of the PREMISES set forth in paragraph 3 above.

Notwithstanding the above, CITY acknowledges that SAIL SHEBOYGAN's interest in the PREMISES and this Agreement may be assigned as collateral either (1) to the trustee of any industrial revenue bonds issued by CITY to finance construction of the facility provided for in this Agreement, or (2) to another not for profit entity which will finance construction of the facility provided for in this Agreement, has a similar use and purpose, and agrees to abide by the terms and conditions of this Agreement in the event of default.

8. REPAIRS AND MAINTENANCE. SAIL SHEBOYGAN agrees to make or cause to be made any and all improvements and repairs at its sole expense and agrees to keep said PREMISES in good order and repair at all times during the term hereof.

CITY agrees to be responsible for removing snow from any and all public drives leading to the PREMISES.

9. UTILITIES AND CHARGES. SAIL SHEBOYGAN agrees to pay and shall be responsible for any and all utility charges including, but not limited to, heat, light, electrical, telephone, sewer, water and garbage during the term of the Agreement which are attributable to its occupancy and use of the PREMISES.

10. SIGNS AND FENCES. SAIL SHEBOYGAN shall not erect, install or operate, in or upon the PREMISES, any signs or other similar advertising devices or fences except permitted structures accessory to any of the permitted uses of the PREMISES pursuant to the applicable zoning ordinances of CITY.

11. COMPLIANCE WITH LAW. SAIL SHEBOYGAN shall not permit any undue waste or nuisance of any nature to be created or to remain on the PREMISES and will comply with all applicable laws and ordinances respecting the use and occupancy thereof; provided, however, that this Agreement shall constitute a legal right to continue the same use of the PREMISES as set forth in paragraph 3 above during the entire term of this Agreement and the leasee's right to the continuation such use in an otherwise legal manner (even if nonconforming to changes in zoning classifications or changes in conditional use permit requirements or restrictions) shall not be abrogated or diminished by the CITY's adoption or amendment of any law or ordinance after the date of this Agreement.

12. RIGHT OF ENTRY. SAIL SHEBOYGAN shall allow CITY'S authorized representative(s) access to the PREMISES at all reasonable hours, for the purposes which are necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions. CITY agrees to exercise such rights of access in a manner to be as least disruptive as possible.

13. TAXES. To the extent not otherwise tax exempt, SAIL SHEBOYGAN shall pay any and all taxes levied and assessed upon the PREMISES and upon any personal property, buildings, fixtures and improvements belonging to SAIL SHEBOYGAN and located upon the PREMISES, promptly and before delinquency.

In addition, SAIL SHEBOYGAN shall pay any and all special assessments and similar special charges levied or assessed against the PREMISES, promptly and before delinquency.

14. INSURANCE. During the term of this Agreement, or any extensions thereof, SAIL SHEBOYGAN agrees to maintain in full force and effect comprehensive public liability insurance protecting both SAIL SHEBOYGAN and CITY against claims for personal injury or death or property damage suffered by others occurring during the term of this Agreement, or any extensions thereof, which arise out of or in connection with the use and occupancy of the PREMISES by SAIL SHEBOYGAN by its permittees or invitees. The minimum limits of liability of such coverage shall be one million ($1,000,000) dollars for personal injuries or death growing out of one accident, occurrence or other cause. SAIL SHEBOYGAN shall furnish CITY with a certificate from its insurance carrier or carriers showing the required insurance to be in full force and effect during the term of this Agreement, or any extensions thereof.

SAIL SHEBOYGAN shall provide to CITY, prior to the commencement of any work for the construction of improvements on the PREMISES approved by CITY, evidence of insurance coverage in sums acceptable to CITY protecting both SAIL SHEBOYGAN and CITY against public liability and/or property damage against claims for personal injury or death or property damages suffered by others as a result of the work or improvement.

SAIL SHEBOYGAN shall procure and maintain in full force fire and extended coverage insurance upon its leasehold improvements, furnishings, fixtures and equipment to the full insurable value thereof and shall furnish to CITY evidence that such coverage has been procured and is being maintained in full force and effect during the term of this Agreement, or any extensions thereof.

In the event the improvements upon the PREMISES are completely destroyed, or so damaged as to be unfit for the primary purposes and uses permitted in paragraph 3, above, and, if within six (6) months after the time of such damage or destruction, the improvements shall not have been rebuilt or repaired so as to be fit for said uses, CITY shall have the right to cancel this Agreement in its entirety.

15. INDEMNIFICATION. SAIL SHEBOYGAN covenants and agrees to and does hereby indemnify, hold harmless and defend CITY from and against any and all claims or suits for property loss or damage and/or personal injury, including death of any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the leasing, maintenance, use, occupancy, existence or location of the PREMISES, or from defects in the PREMISES, whether apparent or hidden, except

where caused, in whole or in part, by the intentional or negligent acts of CITY: SAIL SHEBOYGAN shall likewise indemnify and hold harmless CITY for any and all injury or damage to the PREMISES, whether arising out of or in connection with any and all acts or omissions of SAIL SHEBOYGAN, its officers, agents, members, employees, contractors, subcontractors, licensees, invitees or trespassers, except where caused by the intentional or negligent acts of CITY. SAIL SHEBOYGAN also agrees to pay all reasonable expenses and attorney's fees incurred by CITY in the event that SAIL SHEBOYGAN shall default under the provisions of this paragraph.

16. TERMINATION OF LEASE AGREEMENT. In addition to the breach of any other covenant of this lease, this Agreement may be terminated by CITY three (3) months following written notice to SAIL SHEBOYGAN of any of the following conditions if said conditions remain unremedied after such notice;

(a) Failure of SAIL SHEBOYGAN to pay any utility charges attributable to their occupancy of the PREMISES which is assessed to CITY, as owner of the PREMISES, and placed on CITY tax rolls of said PREMISES.

(b) Failure of SAIL SHEBOYGAN to pay taxes and assessments as provided herein.

(c) Upon the filing of any judgment liens against the property.

(d) In the event that SAIL SHEBOYGAN discontinues its use of the PREMISES for a period of at least nine (9) consecutive months for the primary permitted uses as set forth in paragraph 3, above, for any reason.

(e) The adoption of a resolution by the Common Council of the CITY which requires termination of this lease to promote an articulated necessary public interest.

CITY, prior to termination of this Agreement under paragraph 16 and/or 20, in the event any industrial revenue bonds issued by CITY for SAIL SHEBOYGAN's benefit in financing construction of the facility provided for in this Agreement are outstanding, agrees to notify the trustee at least ten (10) days prior to termination and provide the trustee an opportunity to cure the default within ten (10) days of the notice.

17. SURRENDER AT END OF TERM. SAIL SHEBOYGAN covenants that, upon termination of this Agreement, it shall peacefully and quietly surrender and yield to CITY the PREMISES in as good order and condition as the same were at the commencement of occupancy, subject to normal wear and tear and conditions caused by fire or other event covered by insurance.

18. NO RELOCATION COSTS. Except as otherwise herein provided, in the event this Agreement is terminated, cancelled or not renewed, SAIL SHEBOYGAN agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any other expenses, costs or awards which are directly or indirectly related to such termination, cancellation or non-renewal of this agreement; however, SAIL SHEBOYGAN expressly does not waive any relocation rights it may have on account of termination of this Agreement by CITY pursuant to Section 16(e) above or condemnation by CITY as described in paragraph 19. SAIL SHEBOYGAN hereby affirms that this waiver is made with full knowledge of current relocation provisions.

19. EMINENT DOMAIN.

(a) Total Condemnation of Premises. If the whole of the PREMISES shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such a taking, or pursuant to Section 16(e) above, then the term of this Agreement shall cease as of the day possession shall be taken by such public authority, and the rent shall be paid up to that day with a proportionate refund by CITY of such rent and other charges as may have been paid in advance for a period of subsequent to the date of the taking.

(b) Partial Condemnation. If more than fifty (50%) percent of the building located upon the PREMISES, or more than (50%) percent of the PREMISES, shall be taken by any public authority under the power of eminent domain or sold to public authority under the threat or in lieu of such a taking, SAIL SHEBOYGAN may, by written notice to CITY delivered on or before the sixtieth (60th) day following the date of surrendering possession to the public authority, terminate this Agreement as of the day possession is taken by public authority. The rent and other charges shall be paid up to the day possession is taken by public authority, with an appropriate refund by CITY of such rent as may have been paid in advance for a period subsequent to that date.

(c) Division of Award of Damages. All damages awarded for such taking under the power of eminent domain or sale under threat or in lieu of such a taking, whether for the whole or in part of the PREMISES, or pursuant to Section 16(e) above, shall be divided by CITY and SAIL SHEBOYGAN, based upon the value of the interest held by each party in the PREMISES, the foregoing stipulation and agreement for division of any award of damages being in consideration for the following factors: (1) value of the improvements to the PREMISES provided by SAIL SHEBOYGAN and other third parties under this Agreement,

without any cost or expense to CITY, and (2) the duration of the Agreement. SAIL SHEBOYGAN shall have the right to prove the value of its leasehold interest in the PREMISES for the remaining term of the Agreement, either as compensation for diminution in value to the leasehold in the event of a partial taking or the entirety of the value in the event of total condemnation or termination after partial taking, and SAIL SHEBOYGAN shall have a claim against the condemning authority with respect thereto.

20. DEFAULT.

(a) In the event that SAIL SHEBOYGAN shall be in default of any payment of rent or in the performance of any of the terms and conditions herein agreed to be kept and performed by SAIL SHEBOYGAN, which shall remain unremedied for three (3) months after written notice of such default has been mailed as set forth in paragraph 16 above, then in that event, CITY may terminate and end this Agreement, forthwith, and CITY may enter upon said PREMISES and remove all persons and property therefrom, and SAIL SHEBOYGAN shall not be entitled to any money paid hereunder or any part thereof; in the event CITY shall bring a legal action to enforce any of the terms hereof, or to obtain possession of the PREMISES by reason of any default by SAIL SHEBOYGAN, SAIL SHEBOYGAN agrees to pay CITY all reasonable costs of such legal action.

(b) In the event SAIL SHEBOYGAN should be in default of this Agreement, then YOUTH SAILING shall have the secondary right to cure any default in this Agreement prior to the termination date. In the event that SAIL SHEBOYGAN fails to commence to cure the default or to thereafter continue with diligence to do so, then upon YOUTH SAILING doing so and assuming in writing the obligations of the lessee under this Agreement, YOUTH SAILING, shall become the lessee and shall have all the rights and obligations afforded the lessee under this Agreement, and SAIL SHEBOYGAN's rights to the PREMISES shall then terminate, but SAIL SHEBOYGAN shall remain responsible for any liability existing or accruing prior to the attornment to YOUTH SAILING.

21. NOTICES. Any notices which are required hereunder, or which either party may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to the following:

CITY:	828 Center Avenue Sheboygan, WI 53081 ATTN: CITY CLERK
SAIL SHEBOYGAN:	Sail Sheboygan, Ltd. c/o Rohde Dales LLP 607 North 8th St., 7th Fl. Sheboygan, WI 53081
With a copy to:	Rohde Dales LLP 607 North 8th St., 7th Fl. Sheboygan, WI 53081

A party's address may be changed at any time or from time to time by written notice given to the other party pursuant to the manner of notice set forth in this paragraph.

22. WAIVER. Waiver by CITY of any default in performance by SAIL SHEBOYGAN of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

23. NONDISCRIMINATION. SAIL SHEBOYGAN shall not discriminate against any employee or applicant for employment as defined by State or Federal law, nor shall SAIL SHEBOYGAN unlawfully discriminate against any of the general public who enter upon the PREMISES. SAIL SHEBOYGAN shall comply with any requirements of State or Federal law as applicable as a result of Federal funds used in the acquisition of the PREMISES.

24. INVALID PROVISIONS. In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either CITY or SAIL SHEBOYGAN in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

25. RIGHT OF FIRST REFUSAL. During the term of this Agreement and any extension thereof, the CITY grants SAIL SHEBOYGAN the right of first refusal to purchase the PREMISES. Pursuant to this right of first refusal, if CITY receives a bona fide offer to purchase the PREMISES and desires to accept it, CITY shall give written notice of such offer to SAIL SHEBOYGAN in the manner set forth in paragraph 16 above, advising SAIL SHEBOYGAN of all of the terms and conditions of such bona fide offer. SAIL SHEBOYGAN shall have the option, exercisable by delivering written notice to the CITY within forty-five (45) days after receipt of written notice of such offer, to acquire the PREMISES upon the same terms and conditions as set forth in the bona fide offer. Such notice given by SAIL SHEBOYGAN to CITY shall be in writing and by

personal delivery or by certified mail, return receipt requested. Upon giving such notice of intent to exercise this right of first refusal, the sale of the PREMISES by CITY to SAIL SHEBOYGAN shall be consummated within the greater of forty-five (45) days after SAIL SHEBOYGAN gives such notice of intent or the time set forth in the bona fide offer. Should SAIL SHEBOYGAN fail to exercise the right of first refusal herein granted within the specified time period (it being understood that time is of the essence), the right of first refusal shall thereupon terminate and be of no further force and effect.

26. SUCCESSORS IN INTEREST. All of the terms, covenants and conditions contained herein shall continue and bind all successors in interest of SAIL SHEBOYGAN.

27. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period equivalent to the period of such delay, or if a longer period is reasonably required, within such longer period as is reasonably required, provided that SAIL SHEBOYGAN provides CITY prompt written notice of such delay and the reasons therefor and further provided that SAIL SHEBOYGAN acts with due diligence to cure such defect or defects promptly.

28. CONSENTS. In the event consents are required of either CITY or SAIL SHEBOYGAN, upon request of one to the other, such consents shall not be unreasonably withheld or delayed.

29. COOPERATION.

(a) CITY and SAIL SHEBOYGAN agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the PREMISES. CITY and SAIL SHEBOYGAN each agree at any time or from time to time at the written request of the other to sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

(b) SAIL SHEBOYGAN agrees to cooperate with YOUTH SAILING, its neighbor to the North so as to minimize the interference with such neighbor use of their property and upon request shall make available these PREMISES for their limited use, so long as it does not adversely affect SAIL SHEBOYGAN's stated use of the PREMISES.

(c) Any disputes between SAIL SHEBOYGAN and YOUTH SAILING shall be resolved as follows:

(1) The parties have entered into this Agreement in good faith and in belief that it is mutually advantageous to them. It is with the same spirit of cooperation that they pledge to attempt to resolve any dispute amicably without the necessity of litigation. Accordingly, they agree if any dispute arises between them relating to this Agreement (the "Dispute"), they will first utilize the procedures specified in this Article (the "Procedure" or "ADR") before any Additional Proceedings, and will participate in ADR in good faith to its conclusion. The ADR sessions shall be in private and all information exchanged and communications in connection therewith shall be confidential.

(2) The party seeking to initiate the Procedure (the "Initiating Party") will give written notice to the other Parties. The notice must describe in general terms the nature of the Dispute and the Initiating Party's claim for relief. Additionally, the notice must identify one or more individuals with authority to settle the Dispute on the Party's behalf. The Parties receiving the notice (the "Responding Party," whether one or more) will have seventeen (17) business days within which to designate by written notice to the Initiating Party, one or more individuals with authority to settle the Dispute on the Party's behalf. The individuals so designated will be known as the "Authorized Individuals." The Responding Party may authorize himself or herself as an Authorized Individual. The Initiating Party and the Responding Party will collectively be referred to as the "Disputing Parties" or individually "Disputing Party."

(3) The Parties may investigate the Dispute as they deem appropriate. But they agree to promptly, and in no event later than 30 days from the date of the Initiating Party's written notice, meet to discuss the Dispute's resolution. The Parties will meet at the times and places and with the frequency as they may agree. If the Dispute has not been resolved within 30 days from their initial meeting date, the Parties will cease direct negotiations and will submit the Dispute to mediation in accordance with the following procedure.

(4) If the dispute is not resolved through Direct Negotiations the parties agree to submit to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association. The Parties shall attempt to agree on a mediator. If the Parties are unable to agree on a mediator, then the Party requesting mediation shall request the Circuit Court for Sheboygan County to appoint a mediator as soon as possible. The mediation shall take place within 45 days of the selection of the mediator. Each Party, in good faith, shall supply information requested from the other. The Parties, at their option, may be represented by counsel. The mediation session shall be in private and all information exchanged and communications in connection therewith shall be confidential. The cost of the mediation shall be borne equally by the Parties.

(5) If the Disputing Parties are not successful in resolving the dispute through the mediation, then the Disputing Parties agree that the dispute will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. If the parties cannot agree on a place for the arbitration, it shall be in Sheboygan, Wisconsin.

(6) The decision arrived at by the Parties through mediation or by arbitration shall be final and binding upon the Parties and a judgment thereon may be entered in and be enforced by any court having jurisdiction hereof.

This is the entire Agreement of the parties and consists of thirteen (13) typewritten pages, including the following page.

City of Sheboygan, Wisconsin, a municipal corporation

By _____
Mayor Juan Perez

Attest _____
Susan Richards, City Clerk

Sail Sheboygan, Ltd.

By _____
Thomas Atkins, President

By _____
Chris Werner, Treasurer

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

Personally came before me this 28th day of January, 2009, Juan Perez, Mayor, and Susan Richards, City Clerk of the above-named Municipal Corporation, to me known to be the persons who executed the foregoing instrument, and 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, WI
My commission ~~expires~~ _____

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

Personally came before me this 28th day of January, 2009, Thomas Atkins, President, and ~~Jennifer D. Westenberger~~ Chris Werner of the above-named Sail Sheboygan, Ltd., to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Treasurer of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of said Corporation by its authority.

Jennifer D. Westenberger
*Jennifer D. Westenberger
Notary Public, Sheboygan County, WI
My commission expires 7/19/09

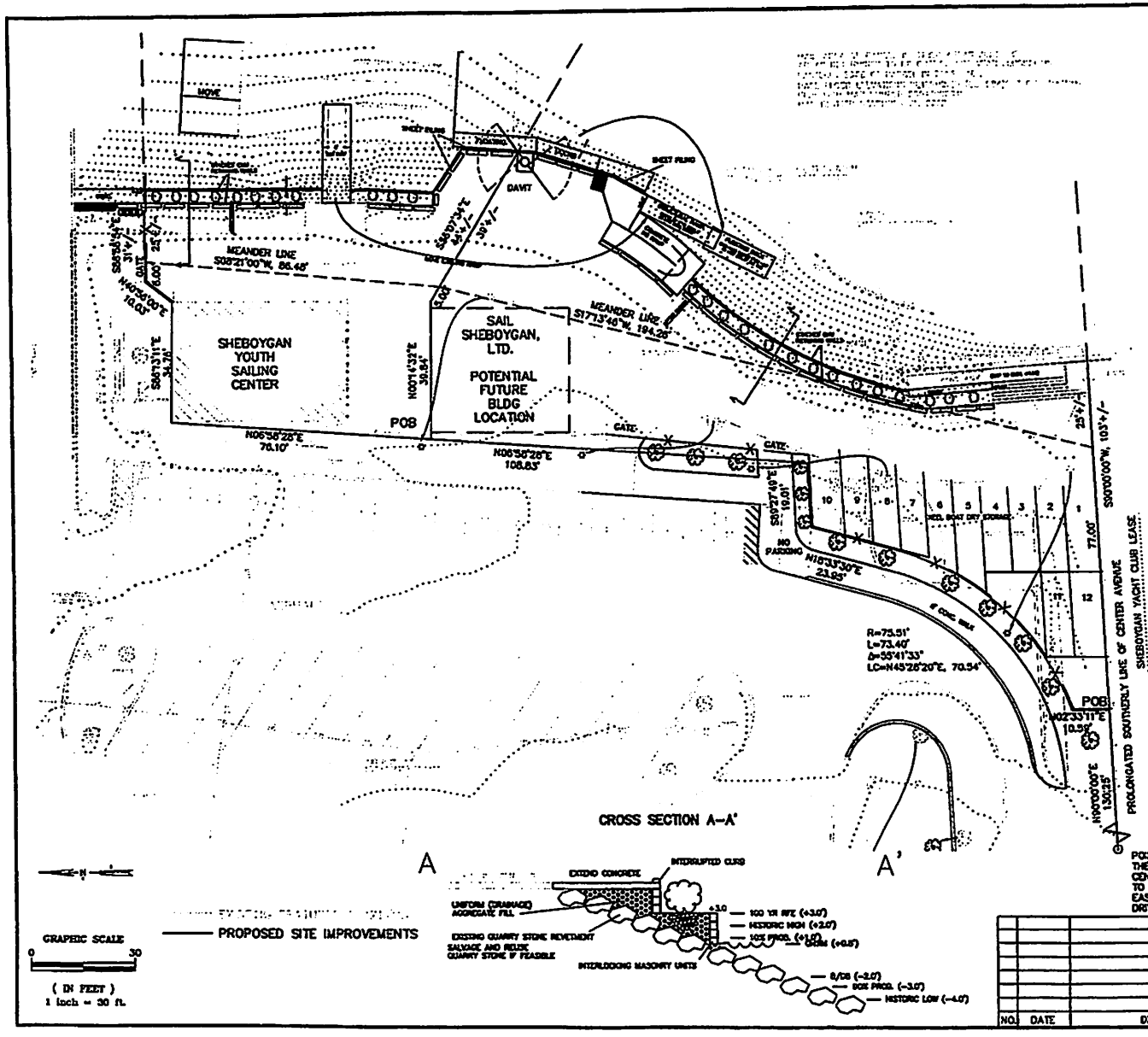
This Agreement is approved and authorized in accordance with Res. No. 182-08-09.

Examined and Approved as to Form and Execution this 28th day of January, 2009.

_____
Stephen G. McLean
City Attorney

NOTARY PUBLIC
JENNIFER D. WESTENBERGER
STATE OF WISCONSIN

EXHIBIT "A"



NORTHERLY PARCEL – SHEBOYGAN YOUTH SAILING CENTER

PROPOSED LEASE BOUNDARY DESCRIPTION (DRAWN IN RED)

PART OF THE NE1/4 OF THE SE1/4 SEC.23, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN;

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF CENTER AVENUE PROLONGATED TO THE EAST AND THE EASTERLY LINE OF BROUGHTON DRIVE;
THENCE N90°00'00"E ALONG SAID SOUTHERLY LINE, 130.25 FEET;
THENCE N02°33'11"E, 10.59 FEET;
THENCE 73.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.51 FEET AND A CHORD THAT BEARS N45°28'20"E, 70.54 FEET;
THENCE N18°33'30"E, 23.95 FEET;
THENCE S89°27'49"E, 19.01 FEET;
THENCE N06°56'28"E, 108.83 FEET TO THE POINT OF BEGINNING (POB);

THENCE N06°56'28"E FROM SAID POINT OF BEGINNING (POB), 76.10 FEET;
THENCE S86°13'11"E, 34.76 FEET;
THENCE N40°56'00"E, 10.03 FEET;
THENCE S88°58'54"E, 6.00 FEET TO A MEANDER LINE OF LAKE MICHIGAN;
THENCE S08°21'00"W ALONG SAID MEANDER LINE, 86.48 FEET;
THENCE N56°07'34"W, 5.00 FEET;
THENCE N86°44'22"W, 39.84 TO THE POINT OF BEGINNING (POB);
INCLUSIVE OF LANDS BETWEEN SAID MEANDER LINE AND THE THE WATERS EDGE OF LAKE MICHIGAN;
INCLUSIVE OF REPARIAN RIGHTS;
CONTAINING 5,979 S.F. (0.137 AC.) MORE OR LESS OF LAND TO THE WATERS EGDE.

SOUTHERLY PARCEL – SAIL SHEBOYGAN, LTD.

PROPOSED LEASE BOUNDARY DESCRIPTION (DRAWN IN RED)

PART OF THE NE1/4 OF THE SE1/4 SEC.23, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN;

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF CENTER AVENUE PROLONGATED TO THE EAST AND THE EASTERLY LINE OF BROUGHTON DRIVE;
THENCE N90°00'00"E ALONG SAID SOUTHERLY LINE, 130.25 FEET TO THE POINT OF BEGINNING (POB);

THENCE N02°33'11"E, 10.59 FEET;
THENCE 73.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.51 FEET AND A CHORD THAT BEARS N45°28'20"E, 70.54 FEET;
THENCE N18°33'30"E, 23.95 FEET;
THENCE S89°27'49"E, 19.01 FEET;
THENCE N06°56'28"E, 108.83 FEET;
THENCE S86°44'22"E, 39.84 FEET;
THENCE S56°07'34"E, 5.00 FEET TO A MEANDER LINE OF LAKE MICHIGAN;
THENCE S17°13'46"W ALONG SAID MEANDER LINE, 194.26 FEET;
THENCE S90°00'00"W ALONG SAID SOUTHERLY PROLONGATED LINE OF CENTER AVENUE, 77.00 FEET TO THE POINT OF BEGINNING (POB);
INCLUSIVE OF LANDS BETWEEN SAID MEANDER LINE AND THE THE WATERS EDGE OF LAKE MICHIGAN;
INCLUSIVE OF REPARIAN RIGHTS;
CONTAINING 11,273 S.F. (0.259 AC.) MORE OR LESS OF LAND TO THE WATERS EDGE.

NO.	DATE	DESCRIPTION	BY

SHEBOYGAN YOUTH SAILING CENTER & SAIL SHEBOYGAN LEASE BOUNDARIES

MILLER ENGINEERS SCIENTISTS
5308 S. 12th Street
Sheboygan, WI 53081-8099
Phone 920-458-8164
Fax 920-458-0369
www.startwithmiller.com

SAIL SHEBOYGAN
619
BROUGHTON DRIVE
SHEBOYGAN, WI 53081

SCALE	DATE	BY	SHEET
HOR. 1"=30'	Nov. 24, 2003	WF	1 of 1
VER. .	JOB 8-17824-H	CK RM	

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. February 16, 2015.

Your Committee to whom was referred R. C. No. 267-14-15 by Law and Licensing and R. O. No. 193-14-15 by the City Clerk submitting various license applications; recommends granting the following license with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
*0625	Zuniga, Jamie S.	1120 S. 10th St.

***grant license contingent on application being corrected 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

5.1

R. C. No. 267 - 14 - 15. By LAW AND LICENSING. February 2, 2015.

Your Committee to whom was referred R. O. No. 193-14-15 by the City Clerk, submitting license application for the period ending December 31, 2014, December 31, 2015 and June 30, 2016; recommends that Beverage Operator's License #0625 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

Reg Vander Weele | Thiel

re-refer to Law & Lic

2/16/15 - grant #0625 contingent on app. being corrected w/ warning to include all violations on future apps

Jodi VanderWeele

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

Other Matters

II

10.1

R. O. No. 193 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting various license applications for the period ending December 31, 2014, December 31, 2015 and June 30, 2016.

Susan Richards
City Clerk

Law & Lic
12/15/14 - Grant all lic. except hold Zuniga, Kurstman
1/19/15 - deny Kurstman & hold Zuniga
2/2/15 - deny Zuniga

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0620	Botzau, Heejuna B.	1027 N. 27th St.
0626	Bower, Breanna K.	426 Washington Ct.
0627	Daane, Aleyda A.	N3287 State Hwy 32
0611	Johnsen, Tanya L.	1422 Lenz Ct.
0619	Manier, Cole W.	1326A Michigan Ave.
0622	Olafson, Clint E.	5426 Superior Ave.
0624	Penke, Justin P.	1212A N. 11th St.
0623	Slimmer, Parker M.	6431 Hidden Fields Ct.
0610	Tryba, Debra K.	2413 S. 12th St.
0609	Van De Weghe, Bonnie J.	26 Marshner St., Plymouth
0612	VanderWeele, Brandon T.	3605 Sheridan Ave.
0625	Zuniga, Jamie S.	1120 S. 10th St.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
1001	Accent Therapeutics	3119 Main Ave.
3101	Alan Vodicka Massage & Energy	529 Ontario Ave.
2258	Curative Therapies LLC	2829 N. 15th St.
2180	Donna Grady-Massage Therapy	809 N. 8th St.
1112	Entourage Salon & Spa	726 Michigan Ave.
2871	Hands In Motion	1224 Weeden Creek Rd.
2586	In Balance Therapeutics	832 N. 6th St.
2689	Integrated Massage Therapy	1014 Dillingham Ave.
2523	Nouvelle Salon & Day Spa	1520 Union Ave.
2463	Professional Massage Therapy	1509 N. 13th St.
2804	Reflections Spa	725 Blue Harbor Dr.

II

TAXICAB BUSINESS LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
2997	Best Taxi, The	1310 Wisconsin Ave.
2509	Santanas Limo	2724 Main Ave.
3023	Yellow Cab	708 Erie Ave.
1911	Wheelchair Taxi	2516 Superior Ave.

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

No.	Name	Address
0621	Kunstman, Mandi L.	812 Pennsylvania Ave., #4

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

No.	Name	Address
0536	Hendrikse, Randall D.	3746 N. 14th St.
3968	Ramey, Paulette J.	3214 N. 26th St.
9814	Torres Maldonad, Silvestre	1833 N. 20th St.

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. February 16, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 202-14-15, submitting license applications for the period ending December 31, 2015 and June 30, 2016; recommends that the following license be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
*0635	Millin, Ben K.	615 Bluff Ave.

***grant contingent on 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

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. February 16, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 224-14-15, submitting license applications for the period ending December 31, 2015 and June 30, 2016; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
*8545	Goetsch, Nathan A.	944 Green Acres Dr., Sheb. Falls

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

*0664	Gottsacker, Nathaniel D.	2318 S. 15th St.

***grant contingent on 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

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. February 16, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 224-14-15, submitting license applications for the period ending December 31, 2015 and June 30, 2016; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
*8545	Goetsch, Nathan A.	944 Green Acres Dr., Sheb. Falls

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

*0664	Gottsacker, Nathaniel D.	2318 S. 15th St.

***grant contingent on 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

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. February 16, 2015.

Your Committee to whom was referred Res. No. 145-14-15 by Alderperson Belanger declaring intent to exercise the police power to levy special assessments for the reconstruction of S. 32nd St. from Crocker Ave. to Washington Ave.; 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

III

4.4

Res. No. 145 - 14 - 15. By Alderperson February 2, 2015.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the reconstruction of S. 32nd St. from Crocker Ave. to Washington Ave.

RESOLVED: That the reconstruction of S. 32nd St. from Crocker Ave. to Washington Ave. is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.0709, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers for the aforestated municipal purpose.

BE IT FURTHER RESOLVED: That the Engineering Division is hereby authorized and directed to prepare a report in accordance with §66.0703(4) and §66.0703(5), Stats, and that such report shall contain the following information:

a. Preliminary or final plans and specifications
b. An estimate of the entire cost of the proposed work or improvement
c. A schedule of the proposed assessments
d. A statement that the work or improvement constitutes an exercise of the municipality's police power
e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the expenses so incurred, if in excess of one hundred dollars ($100.00) may be paid in five (5) annual installments, then (10) annual installments if the expenses exceed five thousand dollars ($5,000.00) for a single parcel of property, under §66.0715(3), Stats, with interest, rate thereon determined by the Finance Director/Treasurer at the beginning of each calendar year, commencing the first of the month after thirty (30) days following publication of the installment assessment notice.

Pub. Wks.
approve

BE IT FURTHER RESOLVED: That that Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of §62.15(3) Stats, for the paving aforementioned according to the plans and specifications prepared by, or on behalf of, the City Engineer and submit a resume of bids received and accepted to the Common Council for further consideration.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. February 16, 2015.

Your Committee to whom was referred Res. No. 146-14-15 by Alderperson Belanger to declare the second Saturday in May, International Migratory Bird Day; 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

III

4.5

Res. No. 146 - 14 - 15. By Alderperson . ın. February 2, 2015.

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

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

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

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

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

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

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

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

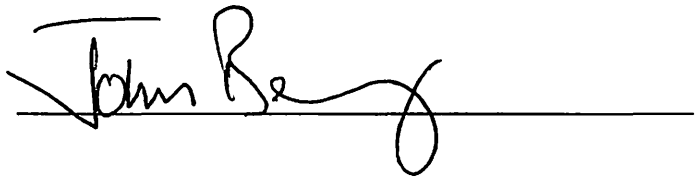
WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun,

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

Pub Wks
approve

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

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



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. February 16, 2015.

Your Committee to whom was referred Res. No. 147-14-15 by Alderperson Belanger authorizing executing a one-year lease for the agricultural property in the William A. Hayssen Industrial Park; 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

III

4.6

Res. No. 147 - 14 - 15. By Alderperson Heidemann. February 2, 2015.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the William A. Hayssen Industrial Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with Ronald F. Roehl for the 2015 agricultural use of the 100 acre parcel in the William A. Hayssen Industrial Park.

Pub Wks. 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

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as **"LESSOR,"** and Ronald F. Roehl, N7606 Hwy. 42, Sheboygan, WI 53083, hereinafter referred to as **"LESSEE."**

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

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 100 acres of certain agricultural property described as follows:

[SEE ATTACHED LEGAL DESCRIPTION]

2. That the term of this lease shall be for the period from January 1, 2015 through December 31, 2015.

59281-637500/637501/637502/637503/637504 & 637505
Parcel Ident No.

3. That the total rental rate for this parcel of land for 2015 shall be at the rate of sixty ($60.00) dollars per acre, for a total of six thousand ($6,000.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2015.

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

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

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

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

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

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

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

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

12. That prior to the planting of crops by the **LESSEE, LESSOR** may remove from the total acreage leased any part thereof upon written notice

to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**, and during the crop season, **LESSOR** may remove from the total acreage leased to **LESSEE** any part thereof upon written notice to **LESSEE**, and **LESSOR** shall be responsible for damages to **LESSEE**, said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease; provided, however, that in no event shall said damages exceed the rental rate per acre. Any damages due shall be deducted from the rent payment due on December 15, 2015.

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

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

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

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

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

Dated this ____ day of _____, 2015.

LESSEE

BY: _____
Ronald F. Roehl

Dated this ____ day of _____, 2015.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this _____
day of _____, 2015.

_____
Stephen G. McLean
City Attorney

This document is authorized by and in accordance with Res. No. ____-14-15.

EXHIBIT A

The NE¼ of the NE¼ of Section 6, T15N, R23E, Sheboygan County, Wisconsin, except that part thereof described as Lot 1 of a certified survey map recorded for record in Volume 7 of Certified Survey Maps on page 209 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

ALSO

The SE¼ of the NE¼ of Section 6, T15N, R23E, Sheboygan County, Wisconsin.

ALSO

The E3/8 of the W½ of the NE¼ of Section 6, T15N, R23E, containing 31.09 acres of land more or less, EXCEPTING therefrom the property described as follows: Commencing at the northeast corner of Section 6, T15N, R23E; thence S. 89°-56'-19" W. along the north line of the NE¼ of said Section 6 a distance of 1344.21 feet to the northeast corner of the NW¼ NE¼ of said Section 6, also being point of beginning; thence from said point of beginning, continuing S. 89°-56'-19" W. along the north line of the NE¼ of said Section 6 a distance of 243.05'; thence S. 0°-56'-25" W. a distance of 889.40' to a one-inch pipe set; thence N. 89°-56'-19" E. a distance of 265.45' to a one-inch iron pipe set on the east line of the NW¼ NE¼ of said Section 6; thence N. 0°-30'-12" W. along the east line of the NW¼ NE¼ of said Section 6 a distance of 889.20' to the point of beginning and containing 5.1900 acres of land including therein the north 33' lying in the right-of-way of Playbird Road.

EXCEPTING THEREFROM

A parcel of land being part of those lands described in Volume 1062 Pages 936-937 of Sheboygan County Registry, located in the Northeast ¼ of the Northeast ¼ of Section 6, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin Containing 1.96 acres of land and described as follows:

Commencing at the East ¼ corner of Section 6; Thence North 02°43'39" West, 1,661.36 feet along the East line of the Northeast ¼ of Section 6; Thence South 87°16'21" West, 60.00 feet to the Point of Beginning; Thence North 46°15'33" West, 275.86 feet; Thence North 02°43'39" West, 250.00 feet; Thence North 40°48'13" East, 275.86 feet to the West Right-of-Way line of CTH "Y"; Thence South 02°43'39" East, 650.00 feet along said West Right-of-Way line to the Point of beginning.

ALSO EXCEPTING THEREFROM

A parcel of land being part of those lands described in Volume 1062, Page 936 of Sheboygan County Registry, located in the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 6, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin containing 1.692 acres of land and described as follows:

Commencing at the East 1/4 Corner of Section 6; Thence South 89°03'14" West 33.03 feet along the South line of said Northeast 1/4 to the Point of Beginning on the West Right-of-Way line of CTH "Y"; Thence North 02°43'39" West 2730.02 feet along said West Right-of-Way line to the South Right-of-Way line of Playbird Road; Thence South 87°23'20" West 34.03 feet along said South Right-of-Way line; Thence South 47°38'36" East 9.95 feet; Thence South 02°43'39" East 2722.23 feet to the South line of said Northeast 1/4; Thence North 89°03'41" East 27.02 feet along said South line to the Point of Beginning.

COPY

LEASE AGREEMENT

THIS AGREEMENT, made this 2nd day of March, 2015, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as **"LESSOR,"** and Ronald F. Roehl, N7606 Hwy. 42, Sheboygan, WI 53083, hereinafter referred to as **"LESSEE."**

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

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 100 acres of certain agricultural property described as follows:

[SEE ATTACHED LEGAL DESCRIPTION]

2. That the term of this lease shall be for the period from January 1, 2015 through December 31, 2015.

59281-637500/637501/637502/637503/637504 & 637505
Parcel Ident No.

3. That the total rental rate for this parcel of land for 2015 shall be at the rate of sixty ($60.00) dollars per acre, for a total of six thousand ($6,000.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2015.

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

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

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

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

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

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

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

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

12. That prior to the planting of crops by the **LESSEE, LESSOR** may remove from the total acreage leased any part thereof upon written notice

to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**, and during the crop season, **LESSOR** may remove from the total acreage leased to **LESSEE** any part thereof upon written notice to **LESSEE**, and **LESSOR** shall be responsible for damages to **LESSEE**, said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease; provided, however, that in no event shall said damages exceed the rental rate per acre. Any damages due shall be deducted from the rent payment due on December 15, 2015.

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

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

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

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

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

Dated this 14 day of Feb., 2015.

LESSEE

BY: Ronald F. Roehl
Ronald F. Roehl

Dated this 2nd day of March, 2015.

CITY OF SHEBOYGAN (LESSOR)

BY: Michael J. Vandersteen
Michael J. Vandersteen
Mayor

ATTEST: Susan Richards
Susan Richards
City Clerk

Examined and Approved as to Form and Execution this 2nd day of March, 2015.

Stephen G. McLean
Stephen G. McLean
City Attorney

This document is authorized by and in accordance with Res. No. 147-14-15.

EXHIBIT A

The NE¼ of the NE¼ of Section 6, T15N, R23E, Sheboygan County, Wisconsin, except that part thereof described as Lot 1 of a certified survey map recorded for record in Volume 7 of Certified Survey Maps on page 209 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

ALSO

The SE¼ of the NE¼ of Section 6, T15N, R23E, Sheboygan County, Wisconsin.

ALSO

The E3/8 of the W½ of the NE¼ of Section 6, T15N, R23E, containing 31.09 acres of land more or less, EXCEPTING therefrom the property described as follows: Commencing at the northeast corner of Section 6, T15N, R23E; thence S. 89°-56'-19" W. along the north line of the NE¼ of said Section 6 a distance of 1344.21 feet to the northeast corner of the NW¼ NE¼ of said Section 6, also being point of beginning; thence from said point of beginning, continuing S. 89°-56'-19" W. along the north line of the NE¼ of said Section 6 a distance of 243.05'; thence S. 0°-56'-25" W. a distance of 889.40' to a one-inch pipe set; thence N. 89°-56'-19" E. a distance of 265.45' to a one-inch iron pipe set on the east line of the NW¼ NE¼ of said Section 6; thence N. 0°-30'-12" W. along the east line of the NW¼ NE¼ of said Section 6 a distance of 889.20' to the point of beginning and containing 5.1900 acres of land including therein the north 33' lying in the right-of-way of Playbird Road.

EXCEPTING THEREFROM

A parcel of land being part of those lands described in Volume 1062 Pages 936-937 of Sheboygan County Registry, located in the Northeast ¼ of the Northeast ¼ of Section 6, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin Containing 1.96 acres of land and described as follows:

Commencing at the East ¼ corner of Section 6; Thence North 02°43'39" West, 1,661.36 feet along the East line of the Northeast ¼ of Section 6; Thence South 87°16'21" West, 60.00 feet to the Point of Beginning; Thence North 46°15'33" West, 275.86 feet; Thence North 02°43'39" West, 250.00 feet; Thence North 40°48'13" East, 275.86 feet to the West Right-of-Way line of CTH "Y"; Thence South 02°43'39" East, 650.00 feet along said West Right-of-Way line to the Point of beginning.

ALSO EXCEPTING THEREFROM

A parcel of land being part of those lands described in Volume 1062, Page 936 of Sheboygan County Registry, located in the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 6, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin containing 1.692 acres of land and described as follows:

Commencing at the East 1/4 Corner of Section 6; Thence South 89°03'14" West 33.03 feet along the South line of said Northeast 1/4 to the Point of Beginning on the West Right-of-Way line of CTH "Y"; Thence North 02°43'39" West 2730.02 feet along said West Right-of-Way line to the South Right-of-Way line of Playbird Road; Thence South 87°23'20" West 34.03 feet along said South Right-of-Way line; Thence South 47°38'36" East 9.95 feet; Thence South 02°43'39" East 2722.23 feet to the South line of said Northeast 1/4; Thence North 89°03'41" East 27.02 feet along said South line to the Point of Beginning.

DOCUMENT #5248

An Agricultural land lease agreement between City of Sheboygan and Ronald Roehl for 100 acres

Res. No. 147-14-15.

March 2, 2015.

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. February 16, 2015.

Your Committee to whom was referred Res. No. 148-14-15 by Alderperson Belanger authorizing executing a month-to-month rental agreement for the City-owned residential property at 3996 S. Business Dr.; 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

XIII

III

4.7

Res. No. 148 - 14 - 15. By Alderperson Heidemann. February 2, 2015.

A RESOLUTION authorizing executing a month-to-month rental agreement for the City-owned residential property at 3996 S. Business Drive.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached month-to-month residential rental agreement for the City-owned residence at 3996 S. Business Drive.

John Bl

Pub Works. 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

RESIDENTIAL RENTAL CONTRACT

(For month-to-month tenancy or definite lease term, not intended for agricultural or mobile home purposes)

This Contract for the rental or lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

TENANT: Number of occupants 2 Names: JACOB JENKO, ANN JENKO

PREMISES: Building Address: 3996 S. BUSINESS DRIVE SHEBOYGAN, WI 53081

Apartment/room/unit

Other

Included furnishings: appliances: refrigerator, range, oven and: STRIKE AS APPLICABLE

RENT: Rent of $ 450 for Premises and $ — for other (specify) is due on the 1st day of each month. If payment is received or postmarked by the day of the month when due, rent is $ for the Premises and $ for other. Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. All Tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Contract (STRIKE if not applicable). Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Contract.

SECURITY DEPOSIT: Upon execution of this Contract, Tenant shall pay a security deposit in the amount of $ N/A to be held by

PETS: Pets (are) (are not) permitted. STRIKE ONE If neither is struck, pets are not permitted.) See Special provisions for additional provisions relating to pets.

LANDLORD: CITY OF SHEBOYGAN, WI

Agent for service of process: CITY CLERK, SUSAN RICHARDS

Address for service of process: 828 CENTER AVE, SHEBOYGAN, WI

Agent & address for maintenance, management: CHAD PELISHEK, 828 CENTER AVE., SHEBOYGAN, WI (920) 459-3377

Agent & address for collection of rents: CITY OF SHEBOYGAN FINANCE DEPT, 828 CENTER AVE, SHEB, WI 53081

TERM: STRIKE EITHER (a) OR (b)

(a) Month to month beginning on: JANUARY 1, 2015 OR

~~(b) For a term of months, beginning on and continuing to .~~

~~(Note: A lease for a fixed term expires without further notice. If tenancy is to be continued beyond stated lease term, parties should make arrangements for this in advance of lease expiration.)~~

UTILITIES: Check if paid by:

	Landlord	Tenant		Landlord	Tenant
Electricity	☐	☒	Sewer / Water	☐	☒
Gas	☐	☒	Hot Water	☐	☒
Heat	☐	☒	Trash	☐	☒
Air Conditioning	☐	☒	Other		

If any utilities or services payable by Tenant are not separately metered, Tenant's share is allocated as follows:

TIME IS OF THE ESSENCE: Time is of the essence as to all dates and deadlines set in this Contract or by law, unless otherwise provided in Special Provisions. PARTIES FAILING TO PERFORM BY A "TIME IS OF THE ESSENCE" DEADLINE WILL BE IN BREACH OF THIS CONTRACT IMMEDIATELY UPON PASSAGE OF THE DEADLINE.

SPECIAL PROVISIONS: TENANT RESPONSIBLE FOR ALL LAWN CARE + SNOW REMOVAL

ATTACHMENTS: Attachments checked below are attached to this Contract and incorporated herein by reference.

Attachment	✓ Check	Attachment	✓ Check
Guarantee/Renewal/Assignment/Sublease		Nonstandard Rental Provisions	
Rules and Regulations		Promises to Repair	
Smoke Detector Notice		Code Violations	
Lead-Based Paint Disclosure & Pamphlet	✓	Real Estate Agency Disclosure	
Other:		Other:	

Landlord shall provide Tenant with a copy of this Contract and any rules and regulations. Landlord shall give Tenant a check-in sheet on or before the commencement of this tenancy. NOTE: SIGNING THIS CONTRACT CREATES LEGALLY ENFORCEABLE RIGHTS. LANDLORD AND TENANT SHOULD CONSULT LEGAL COUNSEL REGARDING QUESTIONS AS TO THEIR LEGAL RIGHTS UNDER THIS CONTRACT. THIS CONTRACT INCLUDES THE PROVISIONS ON PAGE TWO.

IN WITNESS WHEREOF, the Parties have executed this Rental Contract.

LANDLORD: (Date)

TENANTS: Jacob R Jenko 1/10/15 (Date)

Ann M Jenko 1/10/15 (Date)

TENANT: (Date)

(Date)

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by phone at 877-23

PROMISES TO REPAIR. Any promise to repair, clean, or improve the Premises (including the promised date of completion) that was made by Landlord before execution of this Contract, is listed under Special Provisions or in a separate addendum to this Contract. Time being of the essence as to completion of repairs does not apply to any delay due to causes beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.

CODE VIOLATIONS; ADVERSE CONDITIONS. If the Premises or the building in which they are located are currently cited for uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including no hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety), these are listed under Special Provisions, or in a separate addendum to this Contract, and Landlord shall exhibit copies of any uncorrected code notices or orders to Tenant, all before this Contract is signed or any deposit is accepted.

INSPECTION; SECURITY DEPOSIT. Tenant has 8 days after the start of tenancy to inspect the dwelling unit and notify Landlord of any preexisting damage or defect. Landlord shall provide Tenant a written description of the physical damages or defects charged to the previous tenant's security deposit if Tenant, within the first 8 days of the tenancy, provides Landlord with a written request for such list. Tenant's security deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant surrenders the Premises. Surrender shall occur on the last day of the tenancy pursuant to this Contract, subject to the exceptions described in Wis. Admin. Code § ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damage and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. No deduction may be made for any damage charged against the previous tenant's security deposit. Tenant may not use the security deposit as payment of the last month's rent without the written permission of the Landlord.

USE; GUESTS. Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises for any unlawful purposes, (2) engage in activities which unduly disturb neighbors of, or tenants in, the building in which the Premises are located, or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size of the facilities of the Premises. No guest may remain for more than two weeks without written consent of the Landlord, which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located, by Tenant or Tenant's guests and invitees.

MAINTENANCE. All requests by Tenant for non-emergency maintenance services by Landlord must be in writing, provide authorization for Landlord to enter, and identify reasonable time periods during which entry for maintenance is authorized. Tenant shall maintain the Premises under Tenant's control in a clean and as good a general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant is responsible for minor repairs including but not limited to replacement of smoke detector batteries, light bulbs, fuses, and washers. Tenant shall not, without permission in the building rules or specific written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which subsequently affects the exterior appearance of the Premises of the property of which it is a part. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises and prevent damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of parties' responsibilities regarding the maintenance of smoke detectors.

ENTRY BY LANDLORD. Landlord may enter the Premises occupied by Tenant at reasonable times upon advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, or when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage. Tenant shall not add or change locks without obtaining Landlord's written permission AND immediately providing Landlord keys to permit access to the premises. Landlord shall not add or change locks without obtaining Tenant's written permission unless the addition or change of locks is made pursuant to court order. Improper denial of access to the Premises is a breach of the Contract.

RULES. Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges receipt of the rules prior to signing this Contract. Any failure by Tenant to comply substantially with the rules is a breach of the Contract. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than 14 days after the amendment is mailed or delivered to Tenant. If an amendment materially and adversely affects Tenant's use of the Premises, Tenant may at any time before it becomes effective terminate this Contract by giving Landlord not less than 28 days' written notice, effective as of the end of a rent-paying period, citing the amendment and its effect on Tenant's use of the Premises.

POSSESSION; ABANDONMENT. If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated for Tenant's breach of this Contract, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to Tenant's obligations under this Contract. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for three successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence. If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be deemed to have abandoned the property and landlord shall deal with it as provided by Wis. Stat. § 704.05(5) or any written lien agreement (Nonstandard Rental Provision).

ASSIGNMENT. Tenant shall not assign this Contract of sublet the Premises or any part thereof without the written consent of Landlord, which will not be unreasonably withheld. This Contract may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Contract and enter a new Contract instead of renewing it, assigning it or subleasing the premises.

CONTROLLING LAW. Landlord and Tenant understand that their rights and obligations under the Contract are subject to the federal and state lead-based paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances and housing codes, and any other applicable law. Both parties shall obey all governmental orders, laws, rules, and regulations related to the Premises.

SALE OF PROPERTY Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this lease are expressly released by Tenant. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Contract.

LEAD-BASED PAINT PROVISIONS (Applicable only if the Premises is a "target property" constructed before 1978.) Tenant has received, read and understands the Landlord's lead-based paint (LBP) disclosures and the *Lead-Based Paint: Protect Your Family* Pamphlet (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet in order to protect tenant and other guests and occupants from injuries caused by exposure to lead. Tenant shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet. Tenant's guests and any other occupant are prohibited from disturbing paint and performing lead-based paint activities on the property without proper State of Wisconsin certification.

AGENCY NOTICE. Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord.

I

Com. No. _____ - 14 - 15. February 16, 2015.

Submitting concerns from Bill Dreps regarding the food trucks.

Presented to the Common Council by Alderperson Carlson.

PP+S.

II

R. O. No. ____ - 14 - 15. By CITY CLERK. February 16, 2015.

Submitting a communication from Dale Hoffmann, EHS Specialist-Air & Landfill Management, Kohler Co., proposing to construct a vertical expansion for continued disposal of nonhazardous industrial sold waste at the Twin Oaks Landfill.

City Plan

Susan Richards
City Clerk

II

Kohler Co. 444 Highland Drive Kohler, Wisconsin 53044 920-457-4441 kohler.com

KOHLER.

February 5, 2015

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

FEB 9'15 PM12:43

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

RE: Vertical Landfill Expansion
Kohler Co.

Dear Ms. Richards,

Please be advised, pursuant to §289.22(1m), Wis. Stats., the Kohler Co., of Kohler, Wisconsin 53044 desires to construct a vertical expansion for continued disposal of nonhazardous industrial solid waste at the Twin Oaks Landfill. The landfill is located in the NE ¼ of the SE ¼ of Section 29, T15N, R23E, in the Village of Kohler, Sheboygan County. A map indicating the location of the proposed expansion is enclosed.

Kohler Co. is proposing to construct the vertical expansion over portions of the existing landfill having capacity for additional waste volumes. The expansion will be constructed according to Wisconsin Administrative Code for industrial non-hazardous waste landfills.

According to §289.22(1m), Wis. Stats., Kohler Co. requests that within 15 days after receipt of this notification the City of Sheboygan specify all local approvals for which applications are required, or issue a statement that there are no applicable local approvals.

Please also find enclosed a copy of the "Standard Notice of the State of Wisconsin Waste Facility Siting Board", as required under §289.22(2), Wis. Stats.

The affected municipalities of the proposed site are Village of Kohler, Town of Sheboygan, City of Sheboygan and Sheboygan County, all in Sheboygan County, Wisconsin. Per §289.01(1)(a) and (b), an affected municipality is any town, city, village or county in which all or a portion of a solid waste facility is proposed to be located, or whose boundary is within 1,500 feet of that portion of the proposed facility designated for the disposal of solid waste.

All communications or inquiries relating to this letter should be directed to:

Dale Hoffmann
EHS Specialist-Air & Landfill Mgmt
Environmental Health & Safety
Kohler Co.
Kohler, Wisconsin 53044
Telephone (920) 457-4441

or

Natalie Maciolek
Senior Staff Attorney
Legal
Kohler Co.
Kohler, Wisconsin 53044
Telephone (920) 457-4441

Respectfully submitted,

Dale Hoffmann

Dale Hoffmann
EHS Specialist-Air & Landfill Mgmt
Kohler Co.

Enclosures

Cc: Mead Public Library
Atty. Natalie Maciolek (Kohler Co. Attorney)
Atty. Stephen G. McLean (City of Sheboygan Attorney)

N

0 100 200 300 ft

LEGEND

HISTORICAL WASTE LIMIT

PROPOSED VERTICAL EXPANSION AREA

MONITORING WELL LOCATION

SITE PLAN
PROPOSED VERTICAL
LANDFILL EXPANSION
KOHLER CO. LANDFILL
KOHLER CO.
Kohler, Wisconsin

086096-03(MISC003)GIS-WA002 JAN 27/2015

State of Wisconsin
Waste Facility Siting Board
5005 University Avenue, Suite 201, Madison, WI 53705-5400
Phone: (608) 266-7709
Fax: (608) 264-9885
e-mail: dha.mail@wisconsin.gov

James W. Schuerman
Chairman

David H. Schwarz
Executive Director

STANDARD NOTICE

TIME LIMITS AND REQUIREMENTS FOR MUNICIPALITIES TO PARTICIPATE IN THE NEGOTIATION AND ARBITRATION PROCESS FOR THE SITING OF A SOLID OR HAZARDOUS WASTE FACILITY UNDER SEC. 289.33, WISCONSIN STATUTES.

PLEASE READ ALL PAGES CAREFULLY.

This notice informs a municipality of the actions and deadlines required to qualify for participation in negotiations and arbitration concerning the proposed siting of all new or expanded solid or hazardous waste facilities in the state of Wisconsin.

This standard notice shall be submitted with any written requests for local approvals by the applicant to the clerk of each affected municipality and to the main public library in each affected municipality. s. 289.22(1m)(2) and s. 289.32, Wis. Stats.

Who is the Waste Facility Siting Board?

The Waste Facility Siting Board is an impartial body composed of six members. These members include the secretaries, or their formally appointed designees, of the Departments of Agriculture, Trade and Consumer Protection; Commerce; and Transportation; and two town elected officials and one county elected official appointed by the governor for three year terms.

What does the Waste Facility Siting Board do?

The Waste Facility Siting Board administers the negotiation and arbitration process for the siting of every solid and hazardous waste facility in the state of Wisconsin.

The board's authority is created by law in Chapter 289, Subchapter III, Wis. Stats. The intent of the law is to create and maintain a comprehensive and effective policy of negotiation and arbitration between an applicant for a waste facility license and a local committee representing the affected municipalities.

Who is an Applicant?

An "applicant" is any person applying for a license or the owner or operator of a facility.

What is an Affected Municipality?

An affected municipality is any town, village, city, or county:

(a) where any or all of the proposed waste site will be located, or
(b) whose boundary is within 1500 feet of the facility designated in the feasibility report for the disposal of solid waste or the treatment, storage or disposal of hazardous waste.

An applicant that is a municipality or is under contract with a municipality for development of the site, is not considered an affected municipality for purposes of negotiation.

What is an Additional Municipality?

An additional municipality is any town, city, village, or county which does not qualify as an affected municipality but is included in the negotiation and arbitration process by written agreement of the applicant and the participating affected municipalities.

How does the negotiation-arbitration process begin?

The process is initiated by the applicant. Before submitting a feasibility report to the Department of Natural Resources (DNR), the applicant must submit by certified mail to the clerk of each affected municipality a written request for specification of all applicable local approvals. The municipality has 15 days to respond.

What is a "local approval"?

The term "local approval" is defined in s. 289.33(3)(d), Stats. It essentially means any requirement, restriction, condition, or prohibition imposed by a municipality on a waste facility site by ordinance, resolution, or regulation.

The law gives special weight to "pre-existing local approvals." Pre-existing local approvals are those that have been in effect at least 15 months before the applicant submits to DNR an initial site report or a feasibility report, whichever happens first. A new or expanded waste facility is subject to pre-existing local approvals unless specified as inapplicable in a negotiated agreement or an arbitration award. A new or expanded waste facility is not subject to other local approvals unless specified as applicable in a negotiated agreement.

If an Affected Municipality wants to negotiate with the applicant concerning the site what is required?

There are three requirements.

First, an affected municipality must pass a siting resolution within 60 days of receipt of the applicant's initial written request for local approvals. If this deadline is missed, a municipality

may not participate in negotiations. A copy of the siting resolution must be sent to the board within 7 days of passage.

Each affected municipality that wishes to negotiate with the applicant about the proposed facility must pass a siting resolution which shall state the following:

(1) the name and location of the municipality,
(2) the name and location of the applicant,
(3) the specific location of the proposed facility, and
(4) the municipality's intent to negotiate and, if necessary, arbitrate with the applicant concerning the proposed facility.

Second, an affected municipality must appoint members to the local committee within 60 days of receipt of the applicant's request for local approvals. Names and addresses of local committee members must be sent to the Waste Facility Siting Board within 7 days of appointment.

Each affected municipality that wishes to negotiate with the applicant must appoint members to the local negotiating committee. Each town, village, or city where all or part of the proposed waste facility is to be located may appoint 4 members, or 2 more than the total number of all other members, whichever number is greater; no more than 2, however, may be elected officials or municipal employees. Each county where all or any part of the proposed waste facility will be located may appoint 2 members. Every other town, village, city, or county within 1500 feet of the proposed waste facility may appoint 1 member. Appointment of members may be included in the siting resolution or in a separate resolution.

Third, each member appointed to the local committee must file with the Waste Facility Siting Board a Statement of Economic Interests within 15 days of appointment. A member who fails to file a Statement of Economic Interests may not serve on the local committee.

These forms are available at no cost from the Waste Facility Siting Board.

What is required if an Additional Municipality wants to negotiate with the applicant concerning the site?

There are four requirements.

First, an additional municipality must receive written agreement of all parties to be added to the process.

Second, an additional municipality must pass a siting resolution within 30 days of the agreement between the parties to allow participation by the additional municipality. A copy of the siting resolution must be sent to the board within 7 days of passage.

The siting resolution must state the following:

(1) the name and location of the municipality,
(2) the name and location of the applicant,
(3) the specific location of the proposed facility, and
(4) the municipality's intent to negotiate and, if necessary,

arbitrate with the applicant concerning the proposed facility.

Third, an additional municipality must appoint one member to the local committee within 60 days. The name and address of the local committee member must be sent to the Waste Facility Siting Board within 7 days of appointment.

Fourth, the appointed member to the local committee must file with the Waste Facility Siting Board a Statement of Economic Interests within 15 days of appointment. A member who fails to file a Statement of Economic Interests may not serve on the local committee.

These forms are available at no cost from the Waste Facility Siting Board.

When may negotiations begin?

Negotiations may begin at any time after notification by the Waste Facility Siting Board. The board will send a notification of participation to the applicant and the clerk of each participating municipality within 5 days after the board receives copies of the resolutions and names and addresses of members appointed to the local committee, or within 72 days after all affected municipalities have received written request for local approvals. This notice will identify the participating municipalities, identify the names of the members of the local committee, and inform the parties that negotiations may begin.

If, for error or change in plans, the applicant must add any other affected municipality following the board's notification of participation, that affected municipality shall have the same rights and obligations as outlined above. The board may issue an order delaying negotiations until that affected municipality has time to act. This procedure is outlined in s. 289.33(6)(c), Stats.

Either the applicant or the local committee may initiate negotiations. The time and place of negotiating sessions are determined by agreement between the applicant and the local committee. Negotiating sessions must be open to the public.

What issues can be negotiated?

Any subject may be negotiated except the need for the facility and any proposal that would make the applicant's responsibilities less stringent than required by the Department of Natural Resources. Either party may petition the board in writing for a determination as to whether a proposal is negotiable. The board will conduct a hearing and issue a binding decision in 14 days.

If a negotiated settlement is reached, what is required?

There are two requirements.

First, the agreement must be approved by all appropriate bodies.

An appropriate body is the governing body of each town, city, or village where all or a portion of the waste facility is to be located. If the agreement is approved by all of the appropriate bodies, the agreement is binding on all participating municipalities.

Second, if the agreement is approved, the applicant shall send a copy or notice of any negotiated agreement to the Waste Facility Siting Board and to the Department of Natural Resources within 10 days after the agreement is approved by all appropriate bodies. If the agreement is not approved by all of the appropriate bodies, the agreement is void. The parties may resume negotiations, begin mediation, or initiate arbitration.

Who initiates mediation?

Either party may request a mediator at any time during the negotiation.

Who is the mediator?

The board maintains a list of competent, impartial, disinterested persons consisting of lawyers, retired judges, and professional mediators who serve as mediators.

Who chooses the mediator?

Upon receipt of a request for a mediator, the board will immediately send the parties a list of 5 mediators. The parties shall alternately strike names until one name is left who will be appointed by the board.

What is the role of the mediator?

The role of the mediator is to encourage a voluntary settlement. The mediator may not impose a settlement on either party.

Who pays for the mediator?

Unless specified in the negotiated agreement or the arbitration award, the costs of the mediator will be shared equally by the applicant and the local committee.

What happens if the mediator fails to bring settlement?

The parties may resume negotiations or initiate arbitration.

Who initiates arbitration?

The applicant or the local committee may petition the board jointly or separately to initiate arbitration.

Arbitration may not be initiated until at least 120 days after the appointment of the local committee.

A statement in response to a unilateral arbitration petition must be filed within 14 days.

What issues can be arbitrated?

Only eight issues can be arbitrated. These issues are:

1. Compensation to any person for substantial economic impacts which are a direct result of the facility including insurance and damages not covered by the waste management fund.

1m. Reimbursement of reasonable costs, but not to exceed $20,0000, incurred by the local committee relating to negotiations, mediation and arbitration activities under this section.

2. Screening and fencing related to the appearance of the facility. This item may not affect the design capacity of the facility.
3. Operational concerns including, but not limited to, noise, dust, debris, odors and hours of operation but excluding design capacity.
4. Traffic flows and patterns resulting from the facility.
5. Uses of the site where the facility is located after closing the facility.
6. Economically feasible methods to recycle or reduce the quantities of waste to the facility. At facilities for which the applicant will not provide or contract for collection and transportation services, this item is limited to methods provided at the facility.
7. The applicability or non-applicability of any pre-existing local approvals.

If requested by either party, the board will rule on the arbitrability of a specific issue.

Once initiated, how does the arbitration process work?

Within 15 days of receipt of a petition to initiate arbitration, the board will issue a decision either to have the parties continue negotiation for at least 30 days, delay arbitration until a feasibility report is submitted, or order the parties to submit their final offers within 90 days. If, when ordered by the board, the applicant fails to submit a final offer within 90 days, the applicant may not construct or operate the facility. If the local committee fails to submit a final offer in 90 days the local committee loses all rights to further negotiation and the facility is not subject to any local approval.

Within 30 days after the last day for submitting final offers, the board shall conduct a public meeting for the parties to explain their final offers.

Within 90 days after the last day for submitting final offers, the board will issue an arbitration award. If the board fails to issue an award because it lacks the necessary five votes, the governor will issue an arbitration award within 120 days after the last day for submitting final offers.

The board's arbitration award is binding on the applicant and the participating municipalities.

The information presented here serves as a guide to help affected and additional municipalities comply with the negotiation-arbitration laws concerning siting of solid and hazardous waste facilities under s. 289.33, Stats. For specific legal advice, or changes in the statute or administrative rules, an applicant or affected municipality should consult its attorney or contact the Waste Facility Siting Board, 5005 University Avenue, Suite 201, Madison, Wisconsin 53705-5400, (608) 266-7709, FAX: (608) 264-9885.

STANDARD NOTICE
Revised: 01/31/11
G:\DOCS\WFSBD\BOARD DOCUMENTS\STANDARD NOTICE.DOC

II

R. O. No. _____ - 14 - 15. By CITY CLERK. February 16, 2015.

Submitting an application from Jay Wall, The Boldt Company (on behalf of Aurora Health Care), for a change in the zoning classification of property located 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office Classification.

City Plan

Susan Richards
City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 150166
FILING FEE: $200.00 (Payable to City of Sheboygan)

FEB 12 '15 PM 2:42

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of $200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Jay Wall w/ The Boldt Company (on behalf of Aurora Health Care)

PHONE NO.: (414) 276-4626

ADDRESS: 1110 N Old World 3rd St, Suite 610, Milwaukee, WI, 53203

E-MAIL: jay.wall@boldt.com

OWNER OF SITE: Sheboygan Area School District PHONE NO.: (920) 459-3500

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 3306 Saeman Ave

LEGAL DESCRIPTION: *SEC 16 T15N R23E THE NE SW OF SEC 16, EXC THAT PRT DEDICATED AS GEELE AVE, N TAYLOR DR, SAEMANN AVE, & N. 36TH ST.; AND EXC THAT PRT DESC AS LOT 1 OF CSM REC IN VOL 8 PG 270 & ALSO EXC PRT LOT 2 CSM V21 P210-211 #1768906.*

PARCEL NO. 59281631510 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: S-R5 (Suburban Residential)

PROPOSED ZONING DISTRICT CLASSIFICATION: SO (Suburban Office)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: _____

Athletic fields(Baseball, Softball, and Soccer)

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Medical Facility

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

Please see the attached narrative for responses associated with Question #3.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- ☒ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- ☐ Explain: Please see the attached narrative.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

Please see the attached narrative.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

Please see the attached narrative.

4. CERTIFICATE

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

Jay Wall
APPLICANT'S SIGNATURE

02/12/2015
DATE

Jay Wall
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

CITY OF SHEBOYGAN

APPLICATION FOR

AMENDMENT OF OFFICIAL ZONING MAP

(NARRATIVE)

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

Aurora Health Care's Sheboygan Memorial Hospital and Sheboygan Clinic facilities have been operating at capacity for a number of years. The organization has been searching for a site within the City of Sheboygan to construct an outpatient surgery center and medical office building that would better address patient demand and free up capacity at the existing facilities. Based on the space and amenity needs, this site presents the best option in terms of site size, and accessibility to patients by bus or car.

- Amending the Official Zoning Map for this site satisfies the intent of the Sheboygan Zoning Ordinances as outlined in Section 15.005 by:
    - Relieving congestion on the streets around the site by designing adequate off street parking to support the new medical facility. This will alleviate the parking issues the neighborhood currently experiences during athletic events. The proposed amendment would also relieve congestion at the current Aurora Sheboygan Memorial Medical Center and Aurora Sheboygan Clinic locations by relocating some services to the new site, and freeing up capacity at the existing sites.
    - Promoting health and general welfare by providing better access to health care services for the community at both the proposed site and the existing Aurora facilities.
    - Addressing the need to protect groundwater resources, prevent overcrowding of land, avoid undue concentration of population and to facilitate the adequate provision of transportation, water, sewerage, parks and other public requirements through thoughtful and appropriate design including:
        - Primary site access from Taylor Drive to minimize traffic impact to the surrounding residential neighborhood.

        - On-site storm water management through the use of retention ponds.

        - Screening the site from the surrounding neighbors through the use of berms, trees and other landscaping features.

- ...and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency:

    - To the WDNR rules and regulations, there are no plans to disturb or affect any of the existing wetlands on the site.

    - FEMA currently classifies the site as "Zone X", and is considered a "low to moderate flood risk zone" and a "Non-Special Flood Hazard Area (NSFHA). No special provisions are required for this classification.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map?

- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map

- Explain:

    - Current trends in healthcare are moving towards outpatient procedures in lieu of inpatient hospital stays.

    - The proposed new Outpatient Surgery Center and Medical Office Building, is consistent with the health care related development in the area.

    - Amending the Zoning Map allows Aurora Health Care the opportunity to better serve the community by providing better access to health care services for the people of the City of Sheboygan, and the residents in the surrounding communities within Sheboygan County by developing a new Outpatient Surgery Center and Medical Office Building.

    - Upgraded replacement athletic facilities will be built directly across the street to maintain a park-like setting for the neighborhood.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

- The amendment to the Official Zoning Map would continue the development of institutional and community facilities along Taylor Drive, north of Highway 23, maintaining the existing density already in place, and providing primary access to the site from the main thoroughfare, Taylor Drive, minimizing the traffic impact to the surrounding residential neighborhoods.

- The overall project plan maintains significant publicly accessible green space directly east of the proposed amendment site.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

- The proposed amendment to the Official Zoning Map is one piece of a larger project that as a whole, will simultaneously improve access to health care in the community and expand Sheboygan's recreational facilities:

    - Butzen Farm: The Butzen Farm property will be developed as a 54 acre, youth sports complex. This will become the new single-site home to Lakeshore United F.C. and Sheboygan Youth Football. Upon completion, this facility promises to become a regional destination for youth sports in Wisconsin which will generate revenue, and increase tourism to the area.

    - East Parcel of Saemann Avenue and Taylor Drive: The Sheboygan Area School District will relocate several fields from the Field of Dreams across the street. That location will include two new and upgraded baseball fields and soccer fields, and maintaining a significant accessible green space for the neighborhood.

    - Roosevelt Park: Roosevelt Park will receive upgrades to its existing baseball field.

    - Optimist Park: The existing Community Gardens will be relocated on property owned by the Sheboygan Area School District, next to Optimist Park.

    - West Parcel of Saemann Avenue and Taylor Drive: Once all of the recreation projects are completed or underway, Aurora Health Care will construct a new outpatient surgery center and medical office building to alleviate over-crowding at their existing medical campuses and improve local access to health care.

- This large investment in the City of Sheboygan will have a positive impact on city finances:
    - In total, Aurora Health Care is making an $86.4 million investment in Sheboygan.
    - Aurora Health Care is contributing more than $5 million towards the development of the new recreation facilities.
    - Estimates call for Aurora's new building to generate more than $200,000 in annual property taxes, adding new revenue to the city's tax base.
    - Operation of the new facility will also add highly-skilled jobs in Sheboygan.

SHEBOYGAN
AREA SCHOOL DISTRICT
Learning Today. Leading Tomorrow.

Mark Boehlke
Assistant Superintendent
Business & Operational Services

830 Virginia Avenue
Sheboygan, Wisconsin 53081
Ph. (920) 459-3523
Fax: (920) 459-4300

February 6, 2015

Steve Sokolowski
City of Sheboygan

Dear Mr. Sokolowski,

This letter confirms that the Sheboygan Area School District authorizes Jay Wall of Boldt to act as our agent to submit a rezoning application and conditional use application for the property which is located at the southwest corner of Taylor Drive and Geele Avenue for the purpose of building a medical facility.

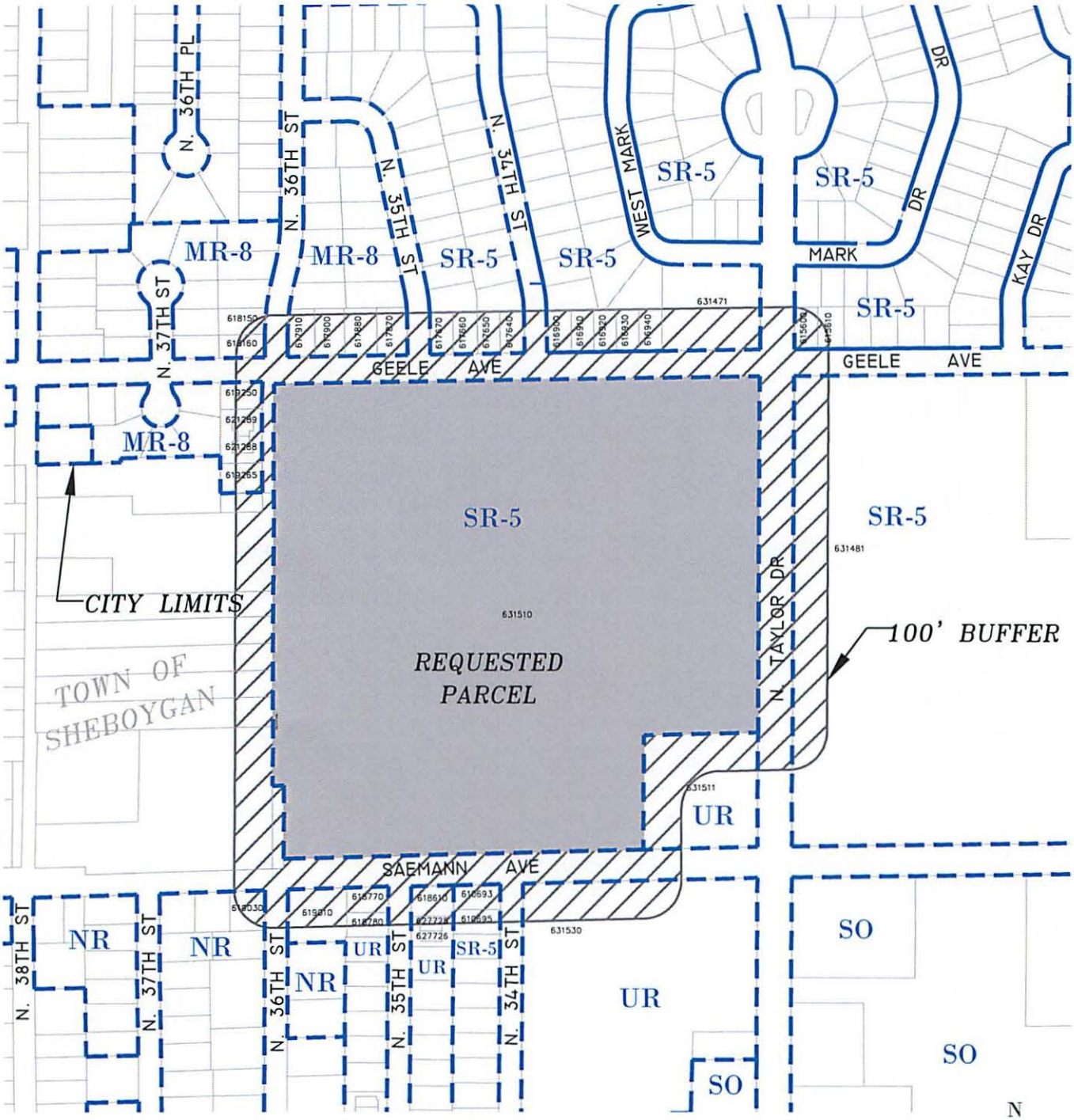
Sincerely,

Mark Boehlke
Sheboygan Area School District
Assistant Superintendent, Business and Operational Services

PROPOSED ZONING CHANGE
FROM SR-5 TO SO

SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



City of Sheboygan
spirit on the lake

0 200 400 800 Inches
1" = 400'

N W E S

PROPOSED ZONING CHANGE
FROM SR-5 TO SO
SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 1 OF 2 FOR VICINITY MAP

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" W ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. 300' TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SAEMANN AVENUE, THENCE S 88°35'44" W ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54" E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

ZONING CODE LEGEND

MR-8 - MIXED RESIDENTIAL

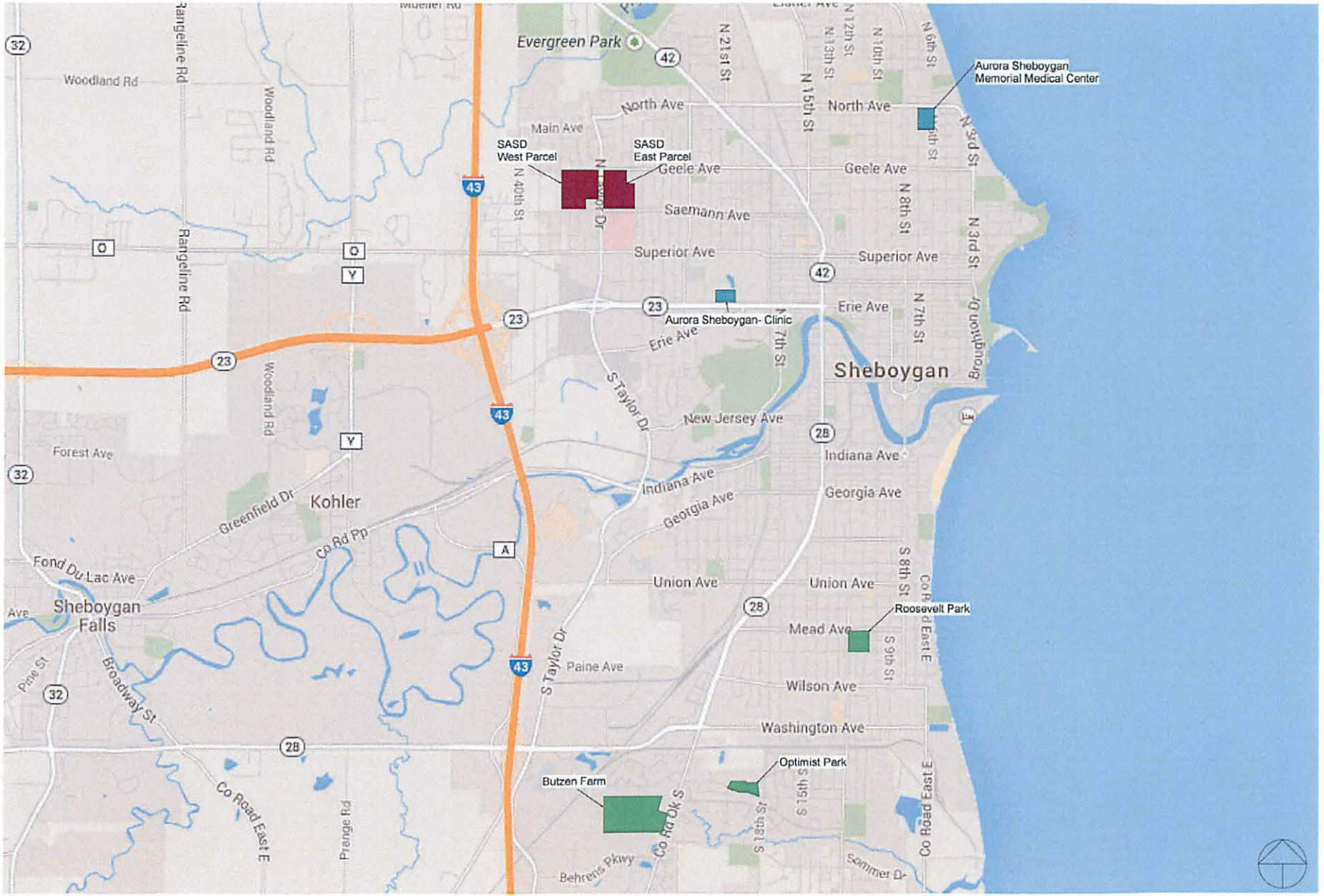
NR - NEIGHBORHOOD RESIDENTIAL

SO - SUBURBAN OFFICE

SR-5 - SUBURBAN RESIDENTIAL 5 UNITS/ACRE

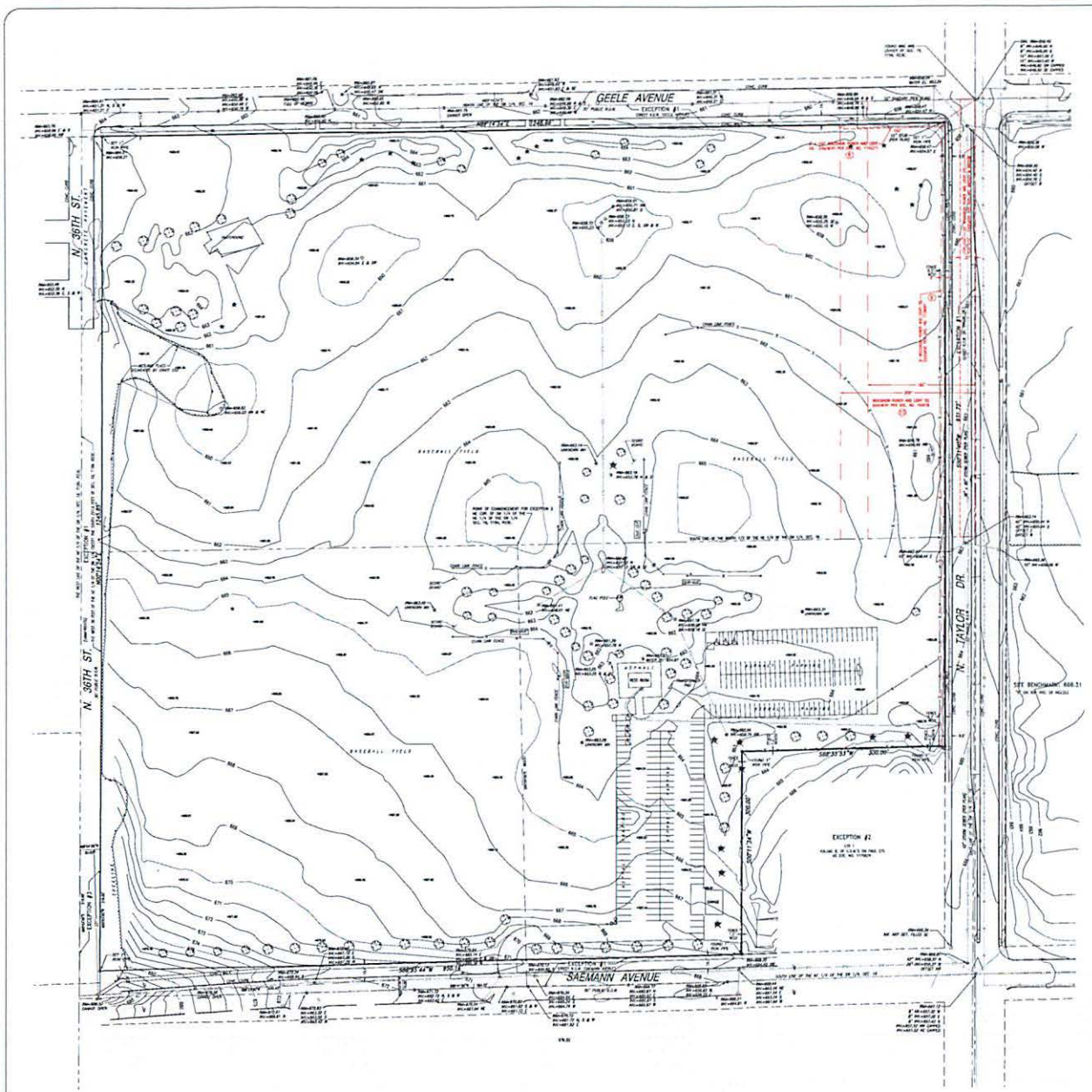
UR - URBAN RESIDENTIAL

City of Sheboygan
spirit on the lake


Evergreen Park
Aurora Sheboygan Memorial Medical Center
SASD West Parcel
SASD East Parcel
Aurora Sheboygan- Clinic
Roosevelt Park
Optimist Park
Butzen Farm
Sheboygan
Kohler
Sheboygan Falls
North Ave
Main Ave
Geele Ave
Saemann Ave
Superior Ave
Erie Ave
New Jersey Ave
Indiana Ave
Georgia Ave
Union Ave
Mead Ave
Paine Ave
Wilson Ave
Washington Ave
Woodland Rd
Rangeline Rd
Forest Ave
Greenfield Dr
Co Rd Pp
Fond Du Lac Ave
Broadway St
Co Road East E
Prange Rd
Behrens Pkwy
Co Rd Ok S
Sommer Dr
S Taylor Dr
N 40th St
N 21st St
N 15th St
N 13th St
N 12th St
N 10th St
N 8th St
N 7th St
N 6th St
N 3rd St
S 8th St
S 9th St
S 15th St
S 18th St
Douglas Dr

KEY MAP

PLAT OF SURVEY
WITH TOPOGRAPHIC DATA



CLIENT
Quarles & Brady LLP

SITE ADDRESS
5306 Saemann Avenue, City of Sheboygan, Sheboygan County, Wisconsin.

LEGAL DESCRIPTION
The Northeast 1/4 of the Southeast 1/4 of Section 16, Town 15 North, Range 23 in the City of Sheboygan, Sheboygan County, Wisconsin, excepting therefrom the following:

1. Street right-of-way of Geele Avenue (Nor'Bl), Saemann Avenue (Twelfth) and North Taylor Drive (East) as dedicated in an Ordinance, a certified copy of which is recorded in Volume XIII of Records on pages 42-43 as Document Number 9126.35;

2. Common Apartments: 2 half lots Parcel (THIS VIDEO/STUCC) in SE corner (set 1 of the Certified Survey Map recorded in Volume 8 of Certified Survey Maps on page 278 as Document Number 1176814

3. Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SW1/4) of Section Sixteen (16), Town Fifteen (15) North, Range Twenty-three (23) East in the City of Sheboygan, Sheboygan County, Wisconsin, described as commencing at the Northeast corner of the Southeast quarter (SW1/4) of the said Northeast Quarter (NE1/4) of the Southeast Quarter (SW1/4) of Section Sixteen (16), Town Fifteen (15) North, Range Twenty-three (23) East, thence South 00°01' East as bearing sixty-three and fifty-one hundredths (63.51) feet along the East line of said SW1/4 of the NE1/4 of the SW1/4 to the North line of said SW1/4 of the NE1/4 of the SW1/4, thence South 89°01' West one hundred eighty-four and fifty-two hundredths (184.52) feet along said South line, thence North 00°01' West fifteen (15.00) feet, thence South 89°23' West four hundred forty-four and forty-three hundredths (444.43) feet to a point 5 feet West of the East line of North Taylor Drive extended North and the point of beginning, thence North 00°01' West two hundred sixteen (216.00) feet, thence South 89°04' West thirty and two hundredths (30.02) feet to the West line of said SW1/4 of the NE1/4 of the SW1/4, thence South along said West line, two hundred sixteen (216.00) feet, more or less, to a point West of the point of beginning, thence easterly to said point of beginning.

BASIS OF BEARINGS
Bearings are referenced to the North line of the NW 1/4 of Section 16 which bears N89°14'34"E.

TITLE COMMITMENT
This survey was prepared based on First American Title Insurance Company Commitment No. NCS-688411-MWI, effective date of September 04, 2014, Revision No. 1 (October 1, 2014) which lists the following easements and/or restrictions from schedule B-II

1, 2, 3 & 5 visible evidence shown, if any.

4, 6, 7 & 14 not survey related.

8. Easement granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on September 17, 2004 as Document Number 1146221, affects the location shown.

9. Easement for underground electric lines granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on July 6, 2004 as Document Number 1138882, affects the location shown.

10. Easement granted to Wisconsin Power and Light Company recorded in Volume 7 of Contracts on Pages 611-612 as Document Number 1945178, affects the location shown.

11. Electric Line Easement granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on October 23, 1957 in Volume 7 of Contracts on Pages 575-576 as Document Number 690528, does not affect the location shown.

12. Electric Line Easement granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on October 23, 1957 in Volume 7 of Contracts on Pages 568-569 as Document Number 690528, does not affect the location shown.

13. Easement granted to Wisconsin Power and Light Company recorded on August 26, 1949 in Volume V of Contracts on Page 555 as Document Number 461186, affects the location, which is not known, cannot be plotted.

PARKING SPACES
There are 236 regular parking spaces and 7 handicap spaces marked on this site.

FLOOD NOTE
According to the flood insurance rate map of the County of Sheboygan, Community Panel No. 55117C0239F, effective date of April 2, 2009, this site falls in Zone X (Areas determined to be outside the 0.2% annual chance floodplain).

LAND AREA
The Land Area of the subject property is 1,457,345 square feet or 33.4768 acres.

MUNICIPAL ZONING
[illegible]
Use is zoned: I-R (Institution Residential 5)
Nonresidential Bulk Requirements (per Table 15.B)
A. Minimum Lot Area: 5,000 square feet
B. Minimum Lot Width: 70 feet
Minimum Setbacks
C. Building to Front or Street Side Lot Line: 30 feet
D. Building to Residential Side Lot Line: 30 feet
E. Building to Residential Rear Lot Line: 30 feet
F. Building to Non-residential Side Lot Line: 25 feet
G. Building to Non-residential Rear Lot Line: 25 feet
H. Parking Lot Setback: (see 15.B.(1)(f)(ii)) along zoning district boundary
I. Minimum Paved Surface Setback: 5 feet from side or rear; 10 feet from street
J. Minimum Building Separation: 30 feet
K. Maximum Building Height: 35 feet
L. Minimum Number of Off-Street Parking Spaces
Required on the Lot: 1 space per three patient beds, plus one space per each employee on the regular work shift (see Section 15.L.(2))

I Certify that I have surveyed the above described property (Property), and the above map is correct to the best of my professional knowledge and belief and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements and roadways and visible encroachments, if any. This survey is made for the exclusive use of the present owner of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from the date hereof.

Date: October 27, 2014

Donald C. Chaput
Donald C. Chaput
Registered Land Surveyor
Registration Number S-1556

VICINITY MAP

LEGEND

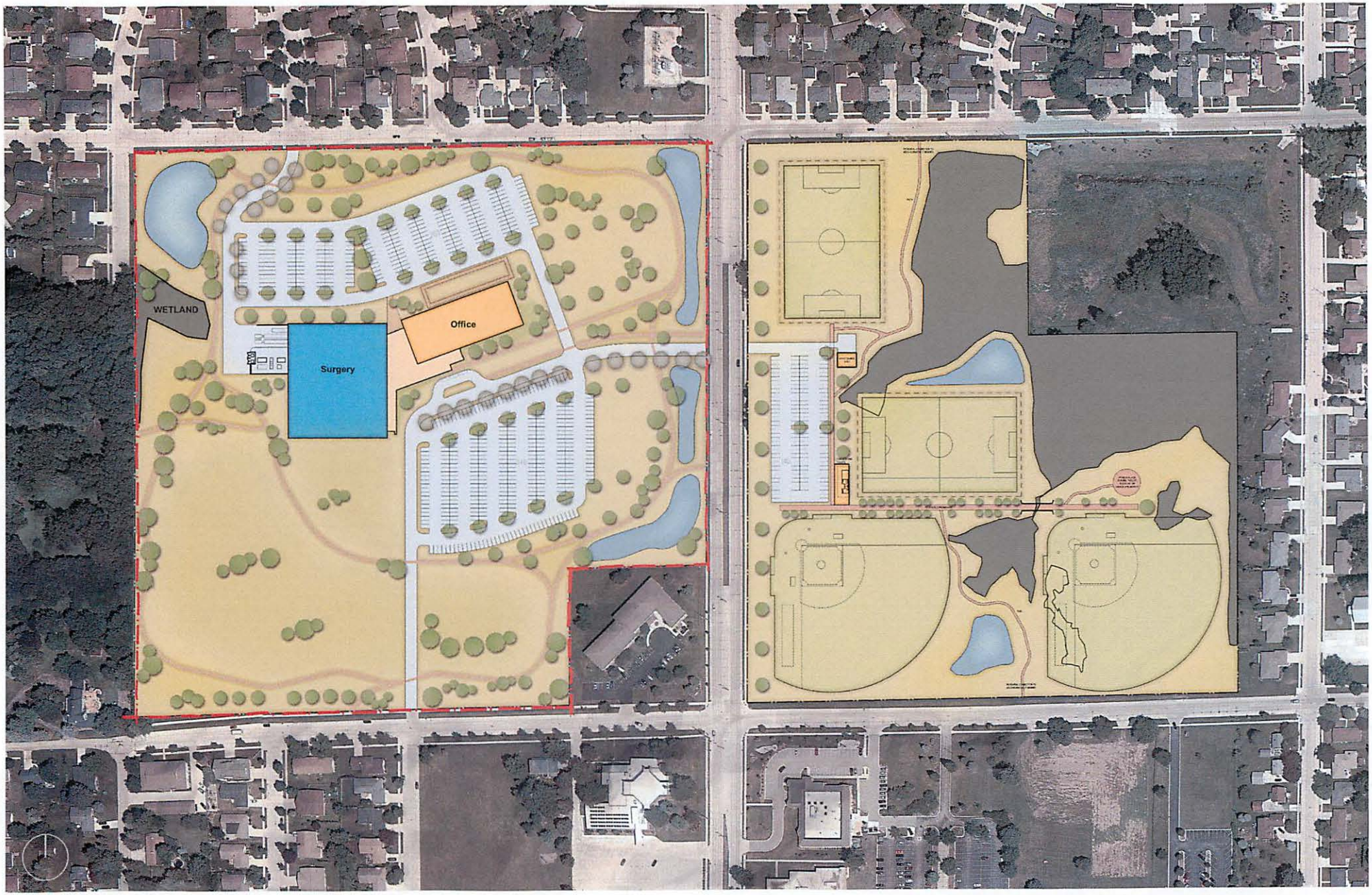
BOLLARDS FOUND 1" IRON PIPE	FIRE HOUSE/FIR VALVE	MANTOR
BOLLARDS SET 1" IRON PIPE	LIGHT POLE	FLAGPOLE
BOLLARDS FOUND CHISELED CROSS	STOP/YIELD LIGHT	ELECTRIC METER
SANITARY MANHOLE	UTILITY POLE	TOWER
SANITARY CLEANOUT OR VENT	GUY WIRE	MAILBOX
SANITARY VALVE	GUY POLE	FLAG POLE (NATIONAL SIGNAL)
UNKNOWN MANHOLE	ELECTRIC MANHOLE	LANDSCAPE SPACE
STORM MANHOLE	ELECTRIC PEDESTAL	CONIFEROUS TREE
INLET (ROUND)	ELECTRIC METER	DECIDUOUS TREE
INLET (SQUARE)	TELEPHONE MANHOLE	SANITARY SEWER
STORM SEWER (INC SECTION)	TELEPHONE PEDESTAL	STORM SEWER
GAS VALVE	CABLE PEDESTAL	WATER MAIN
GAS METER	CONTROL BOX	WATER GAS MAIN
WATER VALVE	FIBER OPTIC SIGN	WATER ELECTRIC
WATER	TRAFFIC LIGHT	CULVERT
WATER MANHOLE	TRAFFIC SIGNAL MANHOLE	WATER PLUS/MAIN
WATER SERVICE CURB STOP	BOLLARDS	WATER SERVICE TO LINE
WELL HEAD	SOIL BORING/MONITORING WELL	WATER FIBER OPTIC
SIGN	WATER SURFACE	FENCE
WALL INDICATOR VALVE	BOLLARDS FLAG	

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

Chaput Land Surveys LLC
2306 W. Florida Street
Milwaukee, WI 53206
414-224-9000
www.chaputlandsurveys.com

Drawing No. 1779.p.b

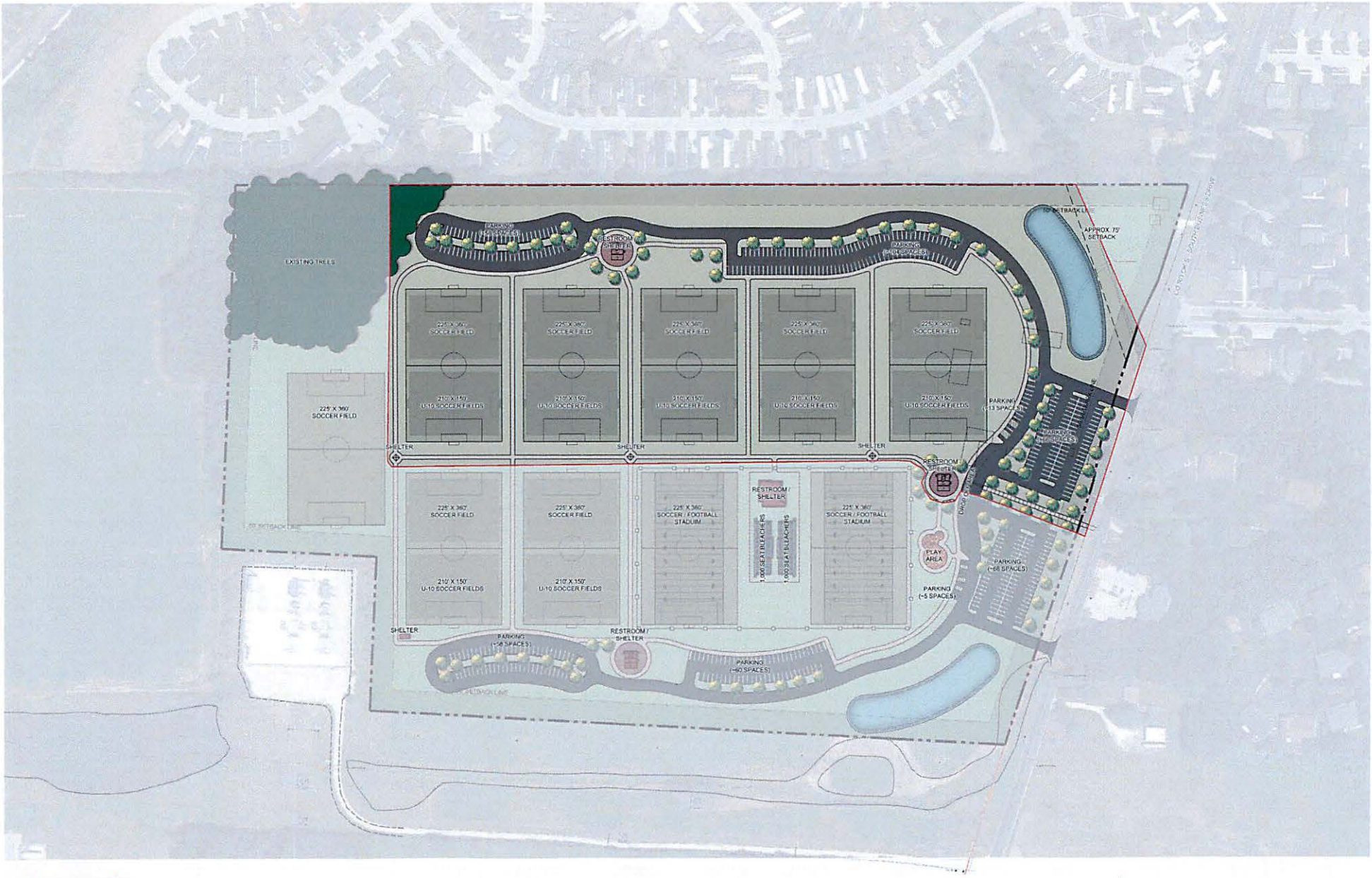
Chaput Land Surveys LLC



Aurora Sheboygan Surgery Center and Medical Office Building

0 50 150 350

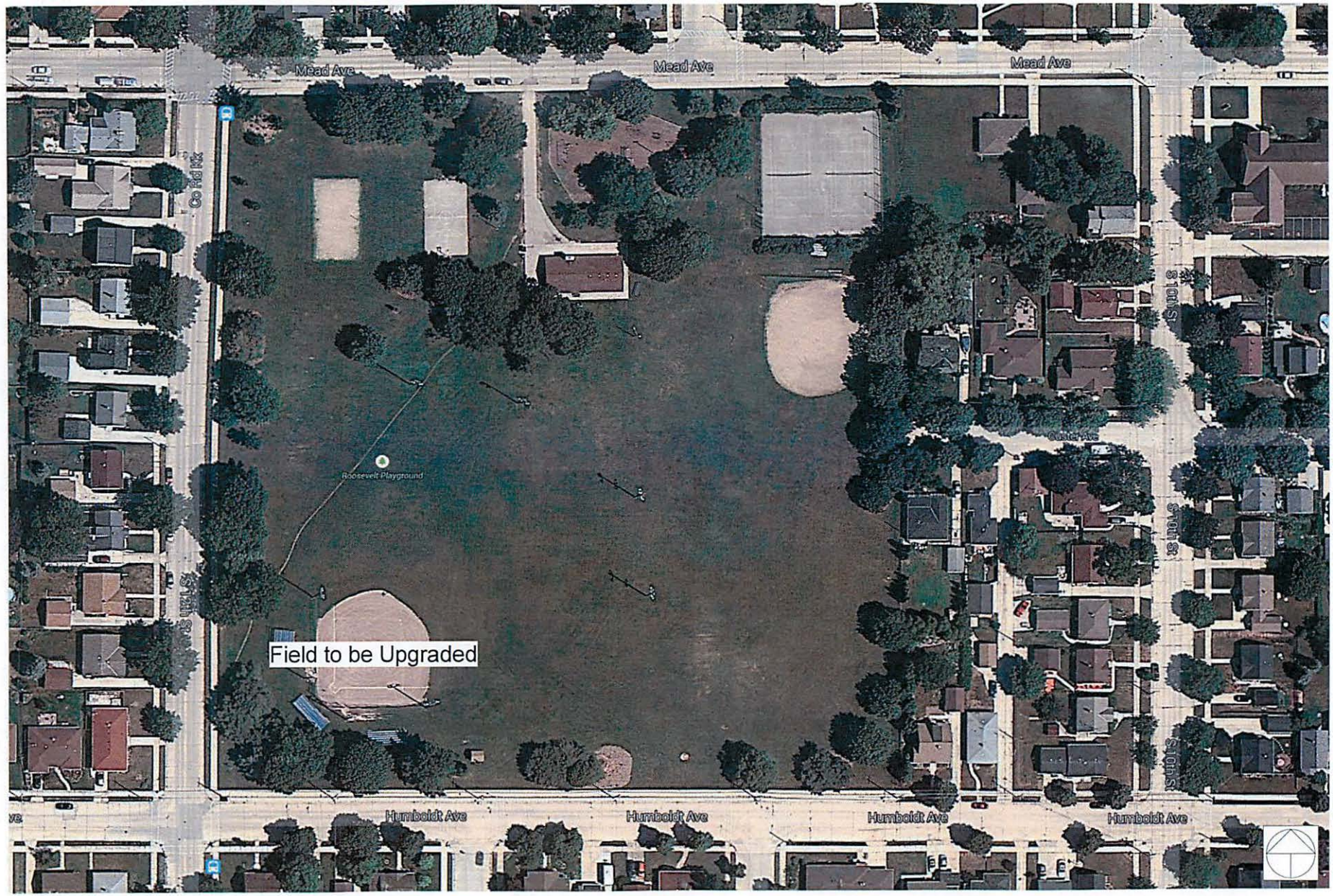

Aurora Health Care



RETTLER corporation
3317 BUSINESS PARK DRIVE
STEVENS POINT, WI 54482
PROJECT #: 14.072
DATE: 12-16-2014

SHEBOYGAN BUTZEN RECREATION CAMPUS
PREFERRED CONCEPT ~ PHASE 1

City of Sheboygan
spirit on the lake



ROOSEVELT PARK

OPTIMIST PARK

CLK322B

City Of Sheboygan

City Clerk's Office

**** General Receipt ****

Receipt No: 150166
License No: 0000
Date: 02/12/2015
Received By: CKL
Received From: BOLDT HOLDINGS LLC
Memo:
Method of Payment: $200.00 Check No. 1052
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

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

II

R. O. No. _____ - 14 - 15. By FIRE CHIEF. February 16, 2015.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing October 1, 2014, and ending December 31, 2014.

_____

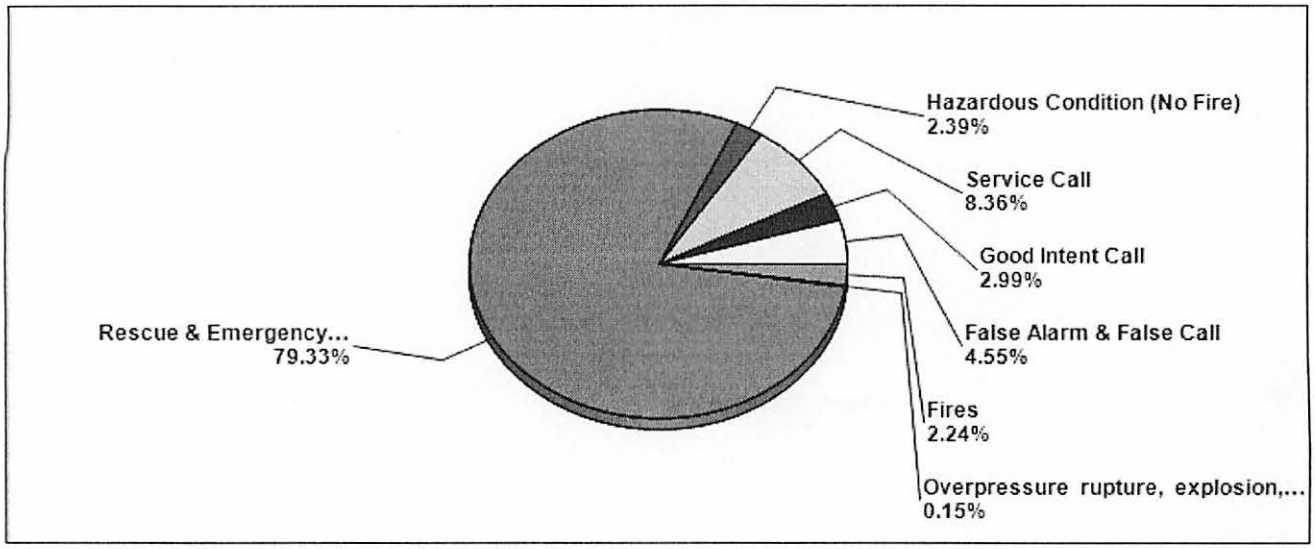
Fire Chief

II

SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 10/1/2014 - 12/31/2014

INCIDENT RESPONSES



INCIDENT TYPES	2014	2013
Fires	30	30
Overpressure rupture, explosion, overheat - no fire	2	0
Rescue & Emergency Medical Service	1063	954
Hazardous Condition (No Fire)	32	43
Service Call	112	73
Good Intent Call	40	32
False Alarm & False Call	61	62
Severe Weather & Natural Disaster	0	1
TOTAL	1340	1195

4TH QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2014	2013
Out of City	5	13
Station 1	377	342
Station 2	248	256
Station 3	339	284
Station 4	220	171
Station 5	151	129

4TH QUARTER FIRE LOSSES

	2014	2013
Number of Incidents	13	12
Total Property Loss	$ 90,822.00	$ 57,500.00
Total Content Loss	$ 20,300.00	$ 15,300.00
Total Losses	$ 111,122.00	$ 72,800.00
Average Loss	$ 8,547.00	$ 6,066.00

II

R. O. No. ____ - 14 - 15. By CITY CLERK. February 16, 2015.

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

PP&B

Susan Richards
City Clerk

JAN 29 '15 PM 2:25

Date 1/28/15

My name is Dakota Knabe (incarcerated)

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

Signature [signature] contact agent Angela Gumieny

Phone No 459-6592

STATE OF WISCONSIN
DEPARTMENT OF CORRECTIONS
DIVISION OF COMMUNITY CORRECTIONS

ANGELA GUMIENY
PROBATION AND PAROLE AGENT

3422 WILGUS AVENUE
SHEBOYGAN, WISCONSIN 53081

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

II

R. O. No. ____ - 14 - 15. By CITY CLERK. February 16, 2015.

Submitting a communication from Jason Martin requesting a waiver from the Sex Offender Residency restrictions in order to live at 2512 N. 29th St.

PP&B

Susan Richards
City Clerk

FEB 12 '15 PM 3:29

Date Feb 12, 2015

My name is Jason Martin.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 2512 N. 29th St. Sheboygan, WI 53081.

Signature Jason Martin

Phone No 1-920-395-1250

II

R. O. No. ____ - 14 - 15. By CITY CLERK. February 16, 2015.

Submitting a communication from the Department of Corrections on behalf of Christopher Wilsing requesting a waiver from the Sex Offender Residency restrictions in order to live at a TLP at 930A Michigan Ave.

PP&B

Susan Richards
City Clerk

Date 2-11-15

My name is DOC on behalf of Christopher Wilsing

I am requesting a waiver to the Sexual Residency Requirements so I may live at 930-A Michigan Ave

Signature Holly Rick

Phone No (920) 459-6545

FEB 11 '15 PM 3:25

Info:
rec'd 2/11/15
going to Council on 2/16/15
then to PP&S on 2/24/15

S. Richards
City Clerk

2/11/15 - emailed to: ACA Adams
K. Hoffman

2/11/15 - interoffice to: P.D. - Mittelstadt

II

R. O. No. ____ - 14 - 15. By CITY CLERK. February 16, 2015.

Submitting a communication from the Department of Corrections on behalf of Patrick Miech requesting a waiver to the Sex Offender Residency restrictions in order to live at 1123/1125 N. 14th St. or 930A Michigan.

PP&S

Susan Richards
City Clerk

FEB 12 '15 AM 11:35

Date 02/10/15

My name is Patrick Mich.

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

Signature [illegible] for PM

Phone No 920-459-6592

STATE OF WISCONSIN
DEPARTMENT OF CORRECTIONS
DIVISION OF COMMUNITY CORRECTIONS

ANGELA GUMIENY
PROBATION AND PAROLE AGENT

3422 WILGUS AVENUE
SHEBOYGAN, WISCONSIN 53081

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

III

Res. No. ____ - 14 - 15. By Alderperson Hammond. February 16, 2015.

A RESOLUTION appointing temporary special counsel to assist with prosecution of municipal traffic and ordinance violations.

RESOLVED: That the law firm of Hopp Neumann Humke LLP is appointed temporary special counsel for the City of Sheboygan to assist with prosecution of municipal traffic and ordinance violations in accordance with the terms of the engagement letter dated February 4, 2015, a copy of which is on file in the City Attorney's office.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized to execute the attached Acknowledgement and Consent, so as to permit said law firm to represent the City for this purpose.

BE IT FURTHER RESOLVED: That payment for said services may be made from the City Attorney's Contracted Services Account No. 10119100-521900.

suspend
Res pass

_____

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

ACKNOWLEDGEMENT AND CONSENT

(Conflict of Interest – Dual Representation)

Parties:	**Town of Sheboygan** **City of Sheboygan**
Subject:	**Special Prosecutor for City Traffic/Ordinance Violations**

The parties have been advised that the law firm of Hopp Neumann Humke LLP currently represents the Town of Sheboygan in general legal matters, including a pending lawsuit between the Town and the City of Sheboygan concerning the annexation of the former Hayssen property located within the Town. Notwithstanding Hopp Neumann Humke LLP's current representation of the Town, the attorneys of Hopp Neumann Humke LLP reasonably believe that said representation would not adversely affect the interests of the above parties in connection with Hopp Neumann Humke LLP acting as temporary special prosecutor for the City of Sheboygan concerning municipal traffic and ordinance violations. The attorneys of Hopp Neumann Humke LLP have advised, explained, and consulted with each of the parties concerning the implication of these relationships and believe they can represent both parties hereto with the execution of this *Acknowledgement and Consent*.

Wisconsin Supreme Court Rule 20:1.7, part of the Rules of Professional Conduct for attorneys, provides as follows:

SCR 20:1.7 Conflict of interest: general rule

(a) A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless:

  (1) the lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and

  (2) each client consents in writing after consultation.

(b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless:

  (1) the lawyer reasonably believes the representation will not be adversely affected; and

  (2) the client consents in writing after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

This important rule is designed to insure that an attorney will not accept employment in which the attorney has a conflict of interest, either actual or potential, due to representation of another party.

In this matter, we can ethically proceed with representation of you if you choose to have us do so. You may seek a different attorney at any time. If it appears to you or to us later that a conflict of interest prevents us from acting further, we would be required to withdraw from the matter and notify all affected parties.

The undersigned parties, as indicated below, do hereby consent to the representation as set forth by this letter.

Town of Sheboygan

By:_____ Dated: February _____, 2015
Daniel Hein, Town Chairperson

City of Sheboygan

By:_____ Dated: February _____, 2015
Its:_____

HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 110
Sheboygan, WI 53081
Telephone: 920-457-8400

R:\CLIENT\08261\00002\00084087.DOC

III

Res No. _____ - 14 - 15. By Alderpersons Hammond, Belanger, Carlson, Donohue and Kath. February 16, 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 purchase of a Kawasaki Mule multi use vehicle:

FROM	TO	AMOUNT
Motor Vehicle Fund Vehicle Maintenance 70136100-522110	Motor Vehicle Fund Light Equipment 70136100-641200	$8,900

FROM	TO	AMOUNT
Establish appropriation for purchase of a Vermeer stump cutter:		
Motor Vehicle Fund Unreserved Retained Earnings 701-272000	Motor Vehicle Fund Heavy Equipment 70136100-641400	$45,634

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.

Lies over

_____

_____

_____

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 14 - 15. By Alderperson Heidemann. February 16, 2015

A RESOLUTION authorizing entering into contract for purchase of Vermeer tow behind stump cutter.

WHEREAS, the cost of the equipment is $45,634; and

WHEREAS, the Motor Vehicle Superintendent has researched various vendors and found the last 2014 unit in stock at a considerable savings over the 2015 models;

RESOLVED: That the Purchasing Agent is authorized to enter into contract for a Vermeer tow behind stump cutter and draw orders on Motor Vehicle Fund Account # 70136100-641400 for payment.

Pub-Wks.

_____

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. _____ - 14 - 15. By Alderperson Heidemann. February 16, 2015.

A RESOLUTION authorizing advertising for bids for the line striping of the rotary traffic circle located at the intersection of S. 8th Street and Indiana Avenue.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the line striping of the rotary traffic circle located at the intersection of S. 8th Street and Indiana Avenue according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

Pub. Wks.

_____

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

Conservancy Master Plan

E. H. May Environmental Park

Property Stewardship and Enhancement Committee

Bur Oak Conservancy and Outdoor Laboratory

David R. Kuckuk

January 21, 2014

TABLE OF CONTENTS

INTRODUCTION

This Bur Oak Conservancy and Outdoor Laboratory master plan outlines recommendations for the use and development of the Bur Oak property in such a way as its development complements and extends the mission of Maywood. It is intended to be a comprehensive working document from which site development can proceed in a predetermined sequence to reach completed goals spelled out in a site plan. A site plan consists of the following four steps:

- Step 1: Conduct a survey
- Step 2: Analyze site's suitability
- Step 3: Select alternative designs
- Step 4: Prepare the site plan

Parts of steps 1 and 2 have been conducted by Maywood Staff, Property Stewardship and Enhancement Committee (PSEC) members, interns, and the Glacial Lakes Conservancy, which will enable some work to begin immediately. However, the vegetation survey, as an example, is incomplete and some site plan details will rely on the completion of the vegetation survey prior to work commencement.

STEP 1 – CONDUCT A SURVEY

Upon being deeded to the City of Sheboygan in 2005, Glacial Lakes Conservancy conducted a site assessment of the 35-acre parcel to establish a baseline from which annual monitoring will insure that development and use of the property are within the requirements of conservancy land. As a result, the *Garton Conservation Easement* was created in 2006 documenting many of the property's natural and human-made features, specifications and legal description, and set monitoring data points for annual reference.

To assist in the process, two UW-Stevens Point students, hired through Maywood, conducted a vegetation survey in the summer of 2005. Using 24 quadrants of the property, a cursory vegetation survey was created. Since the survey was done only once in summer, it serves as a good starting point, but additional seasons should be surveyed to establish a complete picture of all plants at Bur Oak. The vegetation survey is one element necessary in identifying the exact location for trails, education/research stations, and any enhancements to the property.

The above mentioned partners (i.e. Maywood, City of Sheboygan, and Glacial Lakes Conservancy) should determine the program objectives for the site. The objectives will clarify the anticipated frequency and size of visiting groups, the types of uses deemed appropriate, and any property restrictions due to seasonal changes/hazards, flora/fauna sensitivity, and research project sensitivity. The objectives identified will determine the extent of development necessary to accommodate groups, satisfy education/research project needs, and maintenance equipment requirements. To date, the primary objectives of the site are for environmental education and research. A secondary use is passive recreation (e.g. birding and interpretive walks). Features that support these activities will be examined in another chapter.

As part of the survey process, it will be important to identify the seasonally wet areas and the movement of water through the property. Some areas may need drainage improvements. The pine plantation along Rangeline Road, which often has standing water among the trees, indicates that the drainage is no longer functioning the way it did at the time the trees were planted.

The *Garton Conservation Easement* as prepared by Glacial Lakes Conservancy (GLC) documents many of the property's natural features through soil surveys, topographic maps, baseline photos, aerial photos, and orthophotos. Therefore, a good amount of the groundwork has been completed. It is suggested that work on creating a complete vegetation survey continue, drainage issues be identified, and program objectives outlined. Preliminary recommendations for trail locations, including trail surface recommendations, will be included in this document, but are subject to change based on the results of the three areas needing completion listed in above.

STEP 2 – ANALYZE SITE SUITABILITY

With the exception of identifying the drainage issues listed in step 1, the survey information included in the baseline documentation of the *Garton Conservation Easement* (GCE) has all of the information needed to determine the suitability of the site. Given the use/development restrictions documented in the GCE, program objectives identified by PSEC, and budgetary limitations of the Environmental Park Trust and the City of Sheboygan to maintain the property, development will be kept to a minimum compared to Maywood, the property steward of Bur Oak.

STEP 3 – SELECT ALTERNATIVE DESIGNS

This step is usually essential to acquire as much community "buy-in" and meet the desires and concerns of the community. However, as a satellite parcel to Maywood, with the purpose of furthering its mission, alternative designs will be up to PSEC.

STEP 4 – PREPARE THE SITE PLAN

What follows in subsequent sections of this master plan is meant to be fluid, changing with new discoveries about the property, new educational objectives, and new research opportunities. Hopefully, it will serve both as a springboard to the development of a detailed Bur Oak site plan and also as a reference point to maintain the original vision and purpose of Bur Oak. It is also hoped that this document will serve as a small measure of gratitude and appreciation shared among all involved in this project for the generosity and environmental compassion of the Garton family.

BUR OAK VEGETATION

Bur Oak has several plant communities represented. As defined by John T. Curtis in *Vegetation of Wisconsin*, they include the following: "southern mesic forest, southern lowland forest, and southern weed community." Also present, but not designated as a specific community by Curtis is the pine plantation.

Each of the Curtis plant communities has dominant species which determine the community classification. However, the southern weed community is a result of abandoned farming, allowing the fallow field to become reclaimed by whatever seeds happened upon the land. The young pine trees are evidence of the succession taking place as seeds from the pine plantation have taken root among the many weed species.

Curtis also lists associated plants that could be expected with each community, but will vary among specific sites based on slight combination variations of soil type, topography, density of dominant species, and other natural and human influenced environmental impacts. Based on these correlations of dominant and associated plant species, as part of future vegetation surveys, it is recommended that surveyors keep a list of less common to rare plants for each community so their infrequent presence is not overlooked.

Because of its diversity of plant communities, changes in topography, proximity to the Pigeon River, vernal and permanent ponds, and range of tree ages/size classes, it is anticipated that the property should also be rich in wildlife species. In the Research Project Suggestion section of this document, a wildlife survey and potential species are listed for future study.

Listed in the *Garton Conservation Easement* is a 2005 vegetation survey conducted by two UW-Stevens Point interns. The survey is a useful start and its use of 24 quadrants may be the best method for additional surveys. The 2005 survey was conducted once in the summer. Therefore many of those plants more obvious in other seasons were missed. There are also some entries that appear questionable, and any additional surveys would help confirm this initial survey. As future surveys are conducted, it is highly recommended that a standardized procedure and recording method be used, regardless of who conducts the survey.

The *Garton Conservation Easement* has been assembled in a 3-ring binder and contains the "2005 Bur Oak Vegetation Survey". The binder format conveniently allows for future surveys to be inserted, thereby complementing and validating any information collected previously.

VEGETATION MANAGEMENT

The "2005 Bur Oak Vegetation Survey" will be helpful in determining some aspects of vegetation management. However, some very obvious issues are present and should be addressed immediately, even without a complete vegetation survey. At some point, a vegetation management plan may be necessary to insure that the composition and health of the property's vegetation continues to provide benefit to wildlife, educational objectives, and research potential. A vegetation management plan will detail all of the proposed aspects of vegetation management, prioritize the projects, and provide information relative to budget, treatment options and methods, benefits, follow up projects, and regular monitoring. A vegetation management plan would also recommend plantings to out compete invasive plants, replace existing artificial plantings (i.e. pine plantation), increase natural diversity and wildlife habitat, and maximize the associated plant species of each plant community as identified by John T. Curtis in *Vegetation of Wisconsin.*

This section of the site plan provides vegetation management recommendations that are essential for the next steps in the development of Bur Oak. Some work has been started in the past two to three years, but time and work crews were intermittent making the previous efforts barely noticeable. Based on this, it is recommended that any vegetation management continue with the projects that were previously started and continue to focus on just one or two projects at a time, moving on to other projects only after initial projects have been completed. With that in mind, it is important that the scope of each project be broken into manageable units. Each work session can use these units as goals to budget time, provide progress reference, and create an orderly progression of each project.

Pine stand thinning and honeysuckle removal are two projects that have been initiated. Both require the removal and disposal of plants. Described below are two different methods for managing these species.

Pine Plantation – The L-shaped pine plantation runs parallel to both the west and north property boundaries. The plantation consists of 30 year old white pines. As often happens, tree plantings unintentionally become monocultures, planted in straight rows, with just one planting and therefore one size class. With pine plantations, it often is the intent to plant fairly close with periodic thinning, thereby maximizing the density of cover while maintaining the health of the trees. In this case, the trees have not been thinned in many years. The result in dense pine plantations is self-pruning, where lower branches die off due to a lack of sunlight. Pines can survive with only the top 1/3 of their branches, but this particular plantation is even too dense for some trees to maintain that amount of growth.

Initially, as possible trail locations were being considered, some dead trees were removed, eliminating potential hazards, and opening trail routes that reduced the need to remove live trees. Some wildlife species depend on dead trees for their homes and food source. However, there is a more than adequate supply of dead trees to selectively leave for this purpose.

The recommendation in this case is to begin in the northwest corner and measure linear distances of 100' to the east and south. These distances will serve as the thinning plots, removing everything marked between the boundary line and the interior edge of the plantation. Each tree to be removed

should be marked with bright spray paint. The decision to remove a tree is based on its health, its potential hazard, its detriment to surrounding trees, and its potential benefit to wildlife. Since the forest is to be used for education and research, techniques used in the pulp and lumber industry of logging every other row of trees or clear cutting, rather than by individual value of each tree, should be avoided.

Prior to beginning any work, a plan is needed as to how each tree will be handled once on the ground. Will the trees be used in some fashion on the property? How will the trees be moved? What will be done with the limbs? All of these questions should be addressed along with the inaccessibility of equipment on the site.

The Wisconsin Conservation Corps (WCC) has been resurrected in the past few years and may be a viable option to tackle a thinning project. The reformatted WCC program requires the work site to pay the wages for each week the crew is on site. Crews would arrive with the training and equipment necessary to do the cutting portion of this project and therefore would be recommended over volunteers. Project dates and duration are at the discretion of Maywood oversight and what fits best with the worksite. Typical WCC crews consist of six people each working a 40-hour work week. As part of their work assignment, they may also be able to use the harvested logs to fashion other features for the site (i.e. kestrel nest box poles, access barricades, trail posts, fencing, boardwalk stringers, stairs, short bridges, etc.). However, it is recommended that these projects be discussed in advance with WCC leadership to determine the level of their capability and investigate any existing plan specifications that they might already have on file.

Part of planning for pine plantation thinning is to investigate the drainage issues throughout the plantation. Identifying and resolving the limited drainage will be vital for thinning and eventual trail construction. A detailed topographic map, which is not documented in the *Garton Conservation Easement*, is an essential starting point to be able to plan a proposed drainage route, or investigate an old route that needs attention. Once a drainage route is established, it will be necessary to check for any obstructions that might develop, at least with the annual monitoring, if not more frequently.

Invasive Species Removal – Currently the area with the most noticeable crop of invasive plant species is in the meadow, centrally located on the property. Natural succession is transforming the meadow into a forest, primarily with ash and pine species. However, in recent years invasive honeysuckle, primarily, and buckthorn have exploded. The invasion of these two shrubs will crowd and shade out many native species of trees and shrubs that provide much better food and cover for wildlife.

Like the thinning of the pine plantation, it is best to mark off manageable sections to focus the removal efforts and in order to see visible progress at the end of the day. The question of handling cut or pulled plants may be resolved by temporarily making habitat brush piles for wildlife. However, it is likely that there will be far more material than what is needed for a reasonable number of brush piles. In that case, it might be best to arrange for a winter burn of the brush piles when there is a good amount of snow on the ground and little chance of the fire getting away.

Removal of the shrubs should be done in two ways. In both cases, it is best to begin early in the season before the plant goes to seed. In the spring, when the ground is moist, it is a good time to hand pull smaller plants with diameters less than ½". Maywood has weed wrenches that can facilitate this hand pulling process, but it is best to work in teams of two people simply because the weed wrenches are heavy and it is much easier for two people to carry them from plant to plant. Although the weed wrenches might work for shrubs larger than ½" diameter, the multi-stemmed nature of these two shrubs often makes it difficult to use the weed wrench. In this case, plants could be pulled using a chain and ATV or other small utility vehicle. Regardless of how the plant is pulled, once removed, the ground should be tamped back into place to prevent invasives from quickly becoming established at that location. Disturbed soil is often the location from which invasive species invasions begin.

Once the ground is too hard for pulling or the shrubs are too large, cutting and chemically treating the stumps is the preferred method. Herbicides painted onto the stumps are an effective control measure. Glyphosate (e.g., RoundUp Pro, Touchdown, Rodeo [for use near waterways]), triclopyr (e.g., Garlon 4, Ortho Brush-B-Gon), and 2,4-D with triclopyr (e.g., Crossbow) are readily available and can provide excellent control when used properly. Dyes can be added to herbicide solutions to help identify treated areas. The DNR has a great assortment of brochures and information about treating invasive species.

Again, this may be another project for a WCC crew mentioned previously. However, Maywood has been getting good response from local corporations and civic groups to help with volunteer projects. Given that this project does not have the same level of danger as tree thinning; money could be saved for other projects if volunteers tackled the removal of honeysuckle and buckthorn.

Subsequent Vegetation Management Projects – After the above projects are nearing completion, other projects could be investigated and planned. Removing problematic trees on other parts of the property, monitoring and removing invasive species from other areas of Bur Oak, inventorying the meadow area prior to creating a planting or management plan for that location, and pruning and removing damaged limbs on the property's namesake bur oak tree are just a few. Undoubtedly, once projects are underway, new vegetation management issues will be discovered. In all cases, vegetation management efforts should be focused on maintaining diversity rich communities of native vegetation which forms the basis of a healthy ecosystem and a sanctuary for wildlife.

TRAILS

As per previous discussions in the Property Stewardship and Enhancement Committee (PSEC), Bur Oak will have regulated access so focus can be given to program objectives for education, research, and passive recreation. In this case, trails could simply remain as natural ground coverings without the need for mulching, chipping, graveling, or asphalting. In certain areas, raised boardwalks may be necessary to protect the delicate forest floor covering. In other areas, seasonally wet or flooded conditions may make trail use impassible for periods. Building wide boardwalks or covering trail surfaces with materials to facilitate foot travel would only lead to the necessity for frequent and repeated maintenance work. Even trail posts in the flood plain areas would likely result in unnecessary routine maintenance.

The trails through Bur Oak will be designed and adjusted as needed to the program objectives established. However, meandering and narrow trails that connect specific educational and research locations has been determined as the best fit for the property.

Bur Oak has several possibilities for interesting trails. Although most locations are relatively level, there are drainage issues that will pose some challenges. Minimizing installation costs and future maintenance expense is paramount. As discussed in the Vegetation Management section, improving drainage patterns will be vital prior to trail construction. However, as is often characteristic of a mesic beech forest, soils can be moist to saturated. Drainage from development surrounding the property may also contribute to the wet soil and vernal ponds found within the beech forest. The resulting ephemeral wetness has created a rich soil that produces a perennial abundance of wildflowers. This condition also supports blue spotted salamanders, which have been found in and around the vernal ponds. Salamanders, because of their great sensitivity to environmental change, have been recognized as a biological indicator of a higher quality habitat. Because of the delicate nature of this portion of the property, elevated boardwalks may be necessary to protect the flora and fauna and contain foot traffic.

The pine plantation also has seasonally saturated conditions. Given the species of conifers growing in the plantation and the typical soil moisture conditions associated, it appears that a drainage pattern has been blocked or altered, or drainage from neighboring developments with increased impervious surfaces has been directed into Bur Oak. Once corrected, the seasonally wet conditions in this area should be far less severe.

Trail Layout – A looped trail network through the property is proposed with an outer perimeter loop, an inner loop, and a wetland or floodplain loop. Each loop will likely have spurs to specific points of interest, education stations, or research stations. All loops will have connection points so that distances can be shortened or lengthened as needed. The map shows the various proposed trail routes and spurs, and has some key features identified that the trail incorporates.

It is suggested that trails be phased in as money and need require. The perimeter loop should be in the first phase, as spurs and other loops are dependent on its existence. Regardless of when a trail is installed, all trail placements should consider the following:

- Natural features
- Geologic features
- Topographical changes
- Human made features
- Proximity to undesirable features
- Hazards
- Education/Interpretive value
- Vistas
- Maintenance issues

Natural features are those natural elements that either should be showcased or protected. As an example, the property namesake, Bur Oak, is a natural feature that will be a trail destination. In other areas where delicate or rare wildflowers exist, trails should avoid these locations or use structures to keep visitors from wandering from the trail. Boardwalks, to be discussed later, are suggested in areas of the beech forest where water and wildflowers would make foot traffic difficult and damage wildflower growth.

Geologic features, such as rock outcroppings, are of lesser concern at Bur Oak. However, the property does have topographical changes that provide interest and create drainage issues. As a result, the portion of the property that is within the floodplain may be seasonally impassible. In this situation, a trail route can be identified with markers on trees or trail posts. Because of seasonal flooding, trail posts may be problematic and the trail surface may be muddy, wet, or under water. Flood conditions also mean that the trail will need inspection for downed trees, debris, and litter.

Human- made features are evident on the property. Deer feeding stations installed by the Garton family remain standing, but are in disrepair. The stations are not worthy as a destination for trail routes, even though they may provide historical interest of how the property was used. A rock fence wall on the east side does provide historical interest and is a feature that will be around forever. An adjacent "road" that may have been used as part of early farming operations, has enough interest and possible practical use that it and the rock wall will very likely become a trail destination. The lake[1] as indicated on maps from Glacial Lakes Conservancy is also a human- made structure. An equipment access lane was cut through the vegetation from Rangeline Road years ago when the lake was constructed. Preliminary trail construction efforts of late have created a trail route that surrounds the water. However, progress in the past two years has ceased and thus the trail is overgrown.

In some cases, the trail route should consider avoiding some of the undesirable features. It is suggested that a good distance be maintained from County Highway J due to the noise. Trails along the eastern border should provide ample distance from the neighboring property, and the dump site found there.

Hazards should also be avoided. A good example is the potential for flying golf balls from Town & Country Golf Course along the east border. Poison ivy does exist in the ditch along Rangeline Road. It is

[1] Lakes are differentiated by ponds in that they do not have vegetation covering the entire bottom. It is likely that given the size and depth of this body of water, it probably is accurate to label it a pond.

possible that it may also be found in other disturbed parts of the property. However, vegetation surveys to date have not indicated its presence. Stinging nettle can be found in the floodplain area. However, because of its prominence, cautionary signage may be better than attempting to find a route completely free of nettles. Hawthorns have also been found on the property. Hawthorns provide good food value to many species of wildlife. However, the thorns of these scraggly trees can do significant damage and are tough enough to easily puncture a truck tire. The abundance of hawthorns on the property should be assessed to determine if they can be thinned.

Educational and interpretive value will significantly dictate the route selected. There are many positive property features that have interest and good educational value. The beech forest is rich with these locations which will result in a very meandering trail route. The beech forest should also provide an excellent location for an accompanying interpretive brochure.

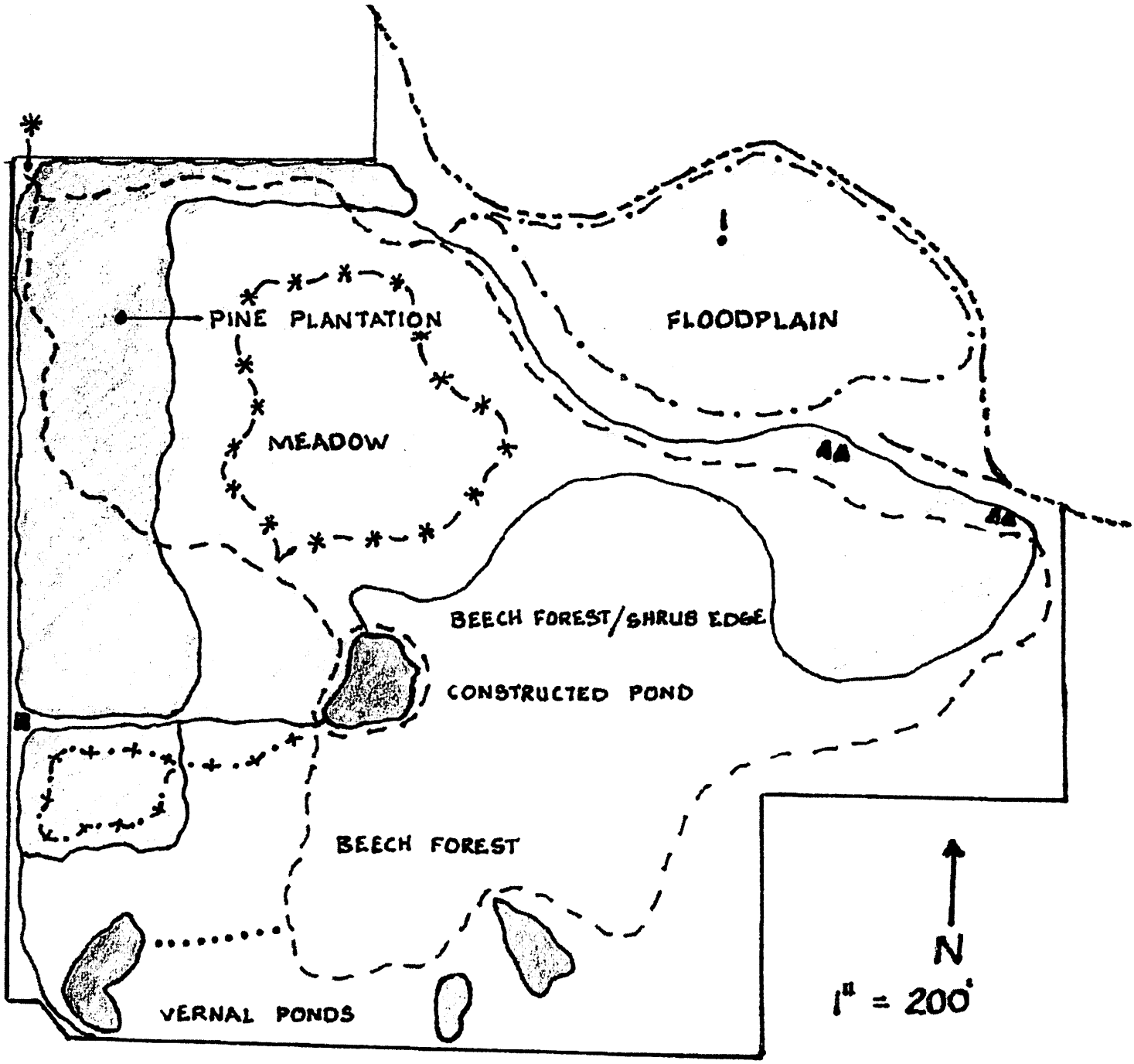
Vistas are often thought of as those viewing locations which are elevated and provide visibility over a great distance. However, vistas can also be those viewing locations which enable people to see beyond the dense vegetation surrounding them. A good example is stepping out of the dense coniferous forest, or at least occasional visibility to the meadow located in the north central part of Bur Oak. To achieve vistas as commonly recognized, the northeast location may provide opportunities to open sight lines through the dense vegetation from the higher elevation to the Pigeon River.

Maintenance issues should also be considered before committing to a trail location. It is strongly suggested that all trails be constructed without using any surface material. Hauling and laying wood chips, limestone chips, shredded bark, ground asphalt, etc. is expensive and very labor intensive. If trail use is restricted to just foot traffic by program participants, students, and researchers, erosion will be minimized and so will the need for a surface covering. Regardless of where a trail is placed, some annual cutting will be required. In the forested areas, overhanging branches and new trees attempting to take root in the trail will have to be removed. Any trails built through grass areas may require an annual mowing at least. It is hoped that with good trail markings a dirt trail will be maintained simply by foot traffic and the resulting compaction.

Trail Structures – Some trail locations will require structures like boardwalks and bridges. There are numerous types of both depending on the type of use, weight requirements, soil conditions, and height above ground. In the beech forest, elevated boardwalks are suggested to navigate the standing water and protect the delicate wildflowers. The links listed below provide good information on the construction specs and methods specific to trail boardwalks and bridges.

http://aswm.org/pdf_lib/2_boardwalk_6_26_06.pdf

http://atfiles.org/files/pdf/Ice-Age-Trail-Structures.pdf



- - - - PERIMETER TRAIL
-·-· FLOODPLAIN TRAIL
-*-* MEADOW LOOP
+·+· PLANTATION LOOP
····· SPUR

! BUR OAK TREE
* PARKING
■ SECONDARY ACCESS
▲▲ FLOODPLAIN VISTA

Many good examples of bridges, surface boardwalks, raised boardwalks, and cord walks exist at Maywood, in the Kettle Moraine State Forest, and on the Ice Age Trail through Sheboygan County. Continued monitoring of standing water, especially in spring, and locations of wildflower growth will help determine the exact trail location to connect the dots of natural features intended to be showcased. Once the location has been thoroughly marked, distances and material expenses can be determined for boardwalks and bridges.

Although much of the coniferous forest needs thinning, the logs are not rot resistant and would be poor choices for boardwalks or bridges. These logs may provide trail edging through the beech forest, which identify the specified route, containing foot traffic in areas elevated above soggy conditions.

Culverts are another alternative to bridge construction for crossing depressions. An example of a possible location for culverts is in the drainage ditches flowing in and out of the pond. The steep walled ditches will require a bridge or culvert to make walking around the pond safe.

There are several locations in the beech forest where drainage from surrounding properties flows through the beech forest to the pond. A simple, inexpensive solution in traversing these small drainage ways is to use flat step stones. This solution has virtually no maintenance associated, looks natural, and makes trail route changes relatively easy.

SIGNAGE

Numerous signage considerations must be addressed to identify and control the use of the property. They include the following:

- *Property identification*
- *Entrance sign*
- *Property use description*
- *Trail markers*
- *Numbered interpretive posts*
- *Cautionary signs*
- *Commemorative plaque*

Property Identification

The property identification sign provides basic information with very limited text. Despite this sign's minimal verbiage, it can quickly provide an impression of property ownership and level of stewardship. As an example, the Maywood property identification sign located at the driveway entrance, informs passing motorists and park entrants of the park's name and stewardship authority. However, the sign's appearance of heavy wood, hand carved construction define one's first impression of the site. The colors also have thematic significance, carrying through in other park signage, letterhead, promotional materials, and more. The large size of the Maywood property identification sign also invites people to visit. Any use and access limitations to the property must be considered in the sign design to conform to the guidelines established by Maywood and Glacial Lakes Conservancy.

The property gift was with the understanding that Maywood would utilize the property to extend its mission of environmental education and stewardship. A property identification sign that ties in with the sign style used at Maywood is recommended in order to maintain an inherent connection of the two properties. The Property Stewardship and Enhancement Committee (PSEC) may want to contact the Old Oak Shop to design a sign and supports suitable for the site.

The PSEC should determine the sign's location prior to the design development. Unlike Maywood, Bur Oak's small, grass parking area does not provide the same formal entrance. Bur Oak has two exposed sides along Rangeline Road and along County Highway J, offering a range of traffic volume. Depending on the sign design, some limited clearing of trees and undergrowth may be necessary to place the sign outside of the road right-of-way.

Entrance Sign

The current entrance into the property, when arriving by vehicle, is at the property's northwest corner along Rangeline Road where a culvert allows vehicle access across the ditch. Another culvert exists along Rangeline Road approximately 500' from the Rangeline/CR J intersection. Future planning may consider this second location as an alternate access as it is more central to the property and it may be

necessary for repair work to the pond and delivery of materials to the site for boardwalk construction through the beech forest. However, for the near future, property entrance for Maywood programs, activities, and research the northwest entry point may be the best option.

The PSEC may want to consider a recessed entrance cable to the mowed parking area, one car length from the edge of Rangeline Road. This single car length access enables a person to pull off of Rangeline Road while reviewing the entrance and property use description signs and prevents cars from assembling in the parking area for unauthorized activities.

An entrance sign identifies this location as the parking area for authorized activities (i.e. passive, low impact nature based activities), which assures program participants meeting at Bur Oak they are at the right location. The entrance sign can also inform visitors that access to and activities at Bur Oak require approval.

The property use description sign combines interpretation and use restrictions. The intent is to inform people how stewardship practices are being used on the property and how the mission of Maywood connects with the Bur Oak Conservancy and Outdoor Laboratory. This sign can also list activities that are not allowed without prior Maywood authorization. The disclaimer in the previous sentence enables Maywood to establish permit systems for activities that could be authorized during specified time periods. Examples might include hunting and firewood collecting. These limited term, permit only activities could provide ways to manage the property, offset management expenses through permit fees, and/or provide volunteer labor in exchange for use permits.

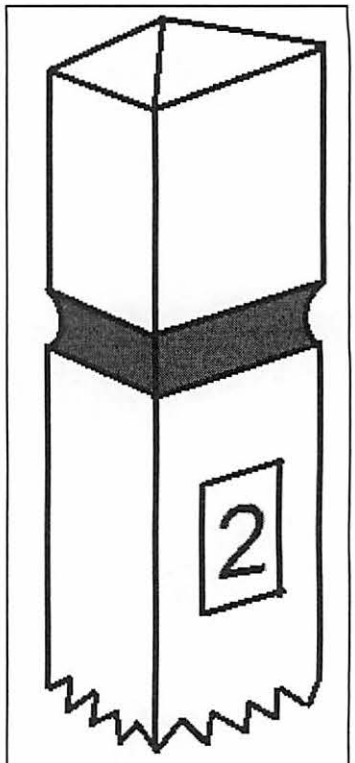
Trail Markers and Numbered Interpretive Posts

Trail markers are useful in navigating the property and in directing foot traffic to key features and away from dangerous areas and features needing protection. Although numerous methods exist for marking trails, color coded trail markings are generally well accepted. Markers are usually placed on trail posts, but on Wisconsin's Ice Age Trail, where its thousand mile length would be extremely expensive to equip with regularly placed posts, plastic rectangles are nailed to trees. The strategy of leaving nail heads protruding an inch or more enables the tree to continue adding girth each year with minimal impact on the tree. Painted rectangles are also used on the Ice Age Trail, appearing on tree bark and also on rocks or boulders.

Each method has advantages and disadvantages. Painting markers on trees and rocks generally requires annual refreshing, but it is very inexpensive. Attaching weather resistant markers to vegetation can also be relatively inexpensive, but on a relatively short trail system with an emphasis on environmental stewardship, as in the case of Bur Oak, driving nails into trees seems counterintuitive.

A minimum 4"x 4" square or 4" diameter round trail post can serve a dual purpose in identifying the trail route and enabling numbered interpretive stops corresponding to seasonal interpretive brochures. Should directional arrows be needed for trail spurs, these can also be attached to the posts.

Painting a colored band on the surface of each trail post will require repainting, but frequency can vary greatly depending on exposure to weather, grade of paint, and condition of the trail post at the time of painting. One method used to extend the life of the painted band is to route a groove on all sides of the post, prime the groove, and then paint with exterior semi-gloss paint. The groove, especially when the top of each post is mitered, enhances the appearance of the post. The grooved band enables the possibility of adding reflective silica sand to the applied wet paint to make the trail markers easier to locate when conducting night hikes or after dark research.



Trail post example

Frequency of trail posts will depend on visibility obstructions, and anticipated trail use. A worn trail from frequent use can reduce the need for closely located posts. Since applying trail surface material is being discouraged, the initial trail layout may require trail route debris clearing and possible small stakes in between trail posts in some difficult locations. Lining the edges of trails, as in the beech forest, with thinned trees from the pine plantation may be an inexpensive way to further designate a trail location, while also providing a use for tree trunks that must be removed anyway.

Trail post locations should carefully be determined to help guide hikers as well as strategically placing them to identify unique features. A numbered system is recommended for an interpretive trail with accompanying brochure; however it is not recommended that these numbers be routed into the post. Numbers can be made from a variety of materials. Regardless of the material type, the numbers should be attached to the trail posts or attached to its own post. The interpretive information and location of stops may change from year to year, or possibly seasonally. Interpretive brochures would be available at Maywood along with other important Maywood/Bur Oak information. Brochures are easier to update than permanent interpretive signs, and offer opportunities for seasonal or themed interpretation.

Because of the moisture holding clay soils throughout the property, trail posts must be of a rot resistant material. Arsenic-free treated posts can be used, are readily available, and relatively inexpensive. However, treated posts can often be very wet, which will require significant drying time before trail bands can be painted. Care must be taken when drying to store the trail posts in an area protected from rain, and out of the sun, which can cause warping. There are still some concerns about the treatment chemicals and their negative ecological effect.

Cedar posts are also very rot resistant and eliminate any concerns about chemical impacts. Kiln-dried cedar posts eliminate the need to dry posts prior to painting bands. Cedar posts are lighter, which could also be a consideration since hauling posts on foot may be necessary. However, cedar posts are considerably more expensive. The PSE Committee will need to examine the pros and cons to determine the best fit.

Cautionary Signs

Some signs that advise hikers may be necessary and likely will be identified as the need arises. An example might be advising hikers about the limited trail maintenance and seasonally wet conditions in the floodplain along the Pigeon River. The Department of Public Works Sign Department might be able to make cautionary signs. These signs must be durable and very weather resistant.

Commemorative Plaque

A commemorative plaque should be considered to honor the Garton family and express appreciation for their generous gift of property. A permanent brass plaque mounted to a boulder would provide an attractive commemoration of the family's environmental stewardship. However, the Garton's should be consulted prior to taking action.

EDUCATION AND RESEARCH

The addition of Bur Oak Conservancy and Outdoor Laboratory to Maywood and its endeavor to promote environmental stewardship presents some new opportunities especially in the areas of education and research. Environmental education programs are nothing new to Maywood, but the additional plant communities at Bur Oak can expand the educational topics available. The plant communities similar to those at Maywood will also enable some comparative analysis.

The beech forest at Bur Oak has an excellent diversity of tree species. In the late 1980s Maywood's maple forest had representation of American beech, blue beech, ironwood, and black cherry. However, with only an initial few representatives of the above mentioned species, age and weather have reduced these species to just a few or none. Bur Oak can replace dwindled species diversity program opportunities at Maywood. In addition, the seeds and seedlings at Bur Oak could provide resources to enhance Maywood's maple forest, eventually returning it to its original splendor.

The rich, extensive flood plain at Bur Oak is unlike anything at Maywood. Annual flood waters bring new changes to this habitat each spring. Its thick summer growth of stinging nettle and seasonally saturated ground can make this area impassible at times. This habitat is the site of the property's namesake and numerous other floodplain tree species. Despite seasonal challenges, the floodplain offers many new program opportunities that are unavailable at Maywood. Inventories of plants, mammals, and birds would undoubtedly reveal a variety of program topics and research projects in this unique habitat.

There is much to be learned and taught about the successional changes happening in Bur Oak's evolving meadow. Evidence exists suggesting that this habitat was manipulated at one time. The rock wall and old service road along the upper edge of the slope that descends into the flood plain are indicative that the meadow may have been planted with crops. Since the property's donation, significant changes of tree and shrub species have emerged. Although the area's succession has inherent educational practicality, it may also provide good test plots for research and experimentation. The thick growth of honeysuckle and buckthorn, two invasive species, can provide research opportunities to better understand invasive species removal methods. Recently installed reference points have created a useful grid work enabling treatment methods to be more easily studied and documented.

Bur Oak and Maywood both have pine plantations that need to be thinned and managed. Management techniques and experiments can be greatly expanded given the additional acreage offered by Bur Oak. As thinning proceeds, research will be necessary to find viable ground cover options to prevent or compete with the invasive species that typically emerge when an area is disturbed and a forest canopy has been opened, allowing light to expedite the growth of dormant seeds.

Land and water comparisons me be very useful tools in the development of Maywood programs and in ecologically managing both sites. As an example, an initial inventory of water quality may reveal interesting data about the Pigeon River and those factors affecting its health. Another interesting research comparison would be to investigate the salamander population at Bur Oak and the possibility of salamanders in a well hidden ephemeral pond on Maywood's eastern edge.

In addition to the many educational programs and research projects that could be conducted by Maywood staff and volunteers, outside groups may also want to capitalize on the myriad of environmental opportunities. Local colleges, high school science classes and environmental clubs, and environmental organizations are just a few that could benefit from Bur Oak's many attributes.

PARKING AND VEHICLE ACCESS

This section pertains to property access particularly as it relates to vehicle use. In most instances, visitors, volunteers, workers, researchers, etc. will likely be arriving by vehicle. Currently, access and parking are very limited and will need continued re-evaluation as the use and development of the property evolves. Some of the parking and vehicle access points considered now and in the future are as follows:

- *Property access points*
- *Parking locations*
- *Maintenance vehicle access*
- *Parking lot construction*
- *Parking lot amenities*
    - *Trash receptacles*
    - *Restrooms*
    - *Car stops*
    - *Secured parking lot*

The south boundary along County Highway J and west boundary along Rangeline Road are the only access possibilities without crossing private property or traveling by water. County Highway J has a wide shoulder and reasonable slope from the road into the property. However, traffic volume is sufficient to make entry somewhat dangerous. Vehicles, if parked well off of the road, may use County Highway J as a viable short term parking location. If work crews, or program participants are accessing the southern portion of the property in this manner, they will likely need to park far enough off the road to minimize possible accidents, but this may require vehicles to have higher ground clearance and four wheel drive.

Bur Oak currently has a small grass parking area at the northwest corner of the property along Rangeline Road. It is recommended that this be the preferred parking area, unless something better is constructed. This area needs periodic mowing, and should have the culvert ends identified for drivers to prevent cars from entering the drainage ditch. Until usage increases, this parking area may suffice with minimal improvements. However, it is recommended that an access cable be installed that prevents groups of vehicles from congregating and discourages access without authorization. The cable should be sufficiently off of Rangeline Road to allow one car to pull up to the cable and be safely out of traffic. This enables visitors to safely read the signs without blocking traffic, and allows individuals or small groups to have access. All cables must have reflectors on them for safety.

If agreed that this location will be the permanent parking location, considerations should be given to the parking areas surface material, slope, and size. With frequency of use, the grass lot will become muddy, making exiting difficult. A raised lot of road gravel (i.e. pit run) or recycled asphalt with a 2% slope is recommended as the least expensive parking solution that provides good drainage. Expansion of the lot should be considered if any improvements are made. In addition, parking stops will be necessary to keep cars on the designated gravel area.

The Rangeline Road southern access point should be evaluated in the near future for its equipment accessibility. Should improvements be necessary for this location, it would be financially prudent to combine the north and south entry points into one project.

Temporary features of portable toilets and trash receptacles might be necessary for projects involving large, short-term work crews. The expense of servicing these amenities and the potential for vandalism should be given strong consideration before they are put into long-term service.

MAINTENANCE PROJECTS

Bur Oak Conservancy and Outdoor Laboratory has designed property limitations that conform to requirements set by the Garton family, Glacial Lakes Conservancy, and Maywood. These limitations will be beneficial for wildlife, habitat health, and minimizing maintenance of man-made structures. This section will cover the maintenance and projects of the following topics.

- *Invasive species monitoring and removal throughout property*
- *Pond repair*
- *Tree pruning, thinning, and planting*
- *Trail repair*
- *River obstructions*
- *Nest box repair*
- *Mowing*

Proposed development projects considered require minimal maintenance. Signage, trail construction, and a parking area are all examples of property enhancements that use methods and materials that keep maintenance to a minimum. However, various existing natural features will require significant attention in the process of property development. Invasive species affect all lands of Wisconsin including Bur Oak. A plant inventory will reveal the concentrations of species and specific locations. A treatment plan should be created from the inventory to curtail negative habitat impact. Even without the inventory, honeysuckle is obviously in over abundance.

Chemical treatment of honeysuckle was begun in the fall of 2013, with treatment along the proposed trail route from the beech forest in the southeast corner going north. If the treatment is successful, continued proposed trail route treatment should be continued to open a trail, giving access to additional sections for treatment. Painting 2" diameter or smaller honeysuckle trunks is an easy application process requiring minimal equipment or training. Therefore, a group of volunteers could make significant progress in an effort to reduce the honeysuckle stand and should begin subsequent treatments in spring 2014 should the present treatments prove effective. Treatment of other invasive species will depend on the particular species, their potential for habitat damage, how quickly they spread, and the type of treatment required.

The pine plantation, where some openings have been created for trail development, now has some honeysuckles as a result of the influx of sunlight. Since additional thinning and pruning are necessary, continued monitoring of honeysuckle and buckthorn will be necessary.

The close proximity of pines in the plantation has resulted in extensive self pruning and death of many trees. To improve the health of the plantation, trees should be marked for pruning or removal. Because pruning, felling, and hauling will require chain saws and a substantial work crew, a trained work crew is required. Although the tree trunks might have some value for property projects, the immense volume of branches will require disposal. With a good size work crew, burning the excess branches could be a viable solution for pine trees, honeysuckles, and others.

When pruning or thinning, it will be important for crews to cut limbs off at their limb collar and trunks should be flush with the ground. These practices will enable pruned locations to heal quickly and minimize hazards to hikers. Since Bur Oak has a very diverse tree species, there are likely good varieties and possibly rare bird species nesting within. Prior to tree removal, workers should inspect them for nesting and animal activity. Use of dead trees for nesting or as a food source for woodpeckers are good reasons to keep some snags, provided they are not a windfall hazard.

As the pine plantation and meadow area are opened, other species will likely move in. Regular monitoring of the newly opened spaces will be necessary to track invasive species invasions. Since pine plantations are a very unnatural habitat, tree planting to diversify the plantation is suggested. Choosing native tree species that tolerate shade and medium to wet soil conditions is essential.

The meadow is naturally being filled in with pines from the plantation seed source. Once the honeysuckles have been removed, the extent of conifer revegetation may become more apparent. At this point, coupled with the vegetation survey, a vegetation plan can be created with recommendations for expanding on the existing tree growth, or maintaining an open meadow.

Trail maintenance in these areas mentioned can also impact decisions on changing or sustaining habitats. In full sun conditions of the meadow, periodic mowing might be necessary unless the trail is sufficiently used or marked to enable occasional hikers to navigate the desired route. The pine plantation will need periodic cutting of small trees and shrubs. This can easily be accomplished with a few volunteers armed with loppers and hand pruners.

One of the most difficult annual maintenance projects will be dealing with the floodplain. Each year high water levels carry debris down river, clogging the river channel or leaving trash on the adjacent landscape. Currently, the river is plugged with trees and limbs. Ultimately, a canoeable river from Bur Oak to Maywood may have some program benefits. However, maintaining a good flow is beneficial to the health of the river and should be the main reason for removing these obstructions.

Like the pine plantation thinning project, a well-trained crew in chain saw use will be vital to maintain the safety of those involved with removing river obstructions. Logs cut from the log jams must be roped to the shore and removed from the flood plain. This project will likely require all terrain vehicles and trailers to transport the debris from the river to a location where it can be used, burned, or hauled away. It is essential to remove debris from the flood plain so as not to clog the river during subsequent flooding. While working on this project, the property's prized bur oak should be pruned as well. Dead or damaged limbs should be removed to maintain its health.

The floodplain receives a good amount of trash from spring floods. A Bur Oak litter cleanup should be an annual project, preferably done in the flood plain in April or early May prior to intense mosquito hatches and thick growths of stinging nettle.

Annual inspections will be required for all features constructed at Bur Oak. Trail signs/posts, boardwalks, stairs, bridges, nest boxes, etc. should be checked over each spring to create a list of repair projects and a list of tasks that can be handled by volunteer groups. Although annual maintenance

should be minimal compared to other park lands, the quality of the wildlife habitat will be greatly enhanced if vegetation diversity and invasive species are maintained.

INTERPRETIVE INFORMATION AND LITERATURE

Education and research are two areas that will direct the development of the Bur Oak Conservancy and Outdoor Laboratory. To assist with these two areas, the following interpretive information and literature may become useful tools during and after the property's development:

- *Map*
- *Interpretive trail booklet*
- *Bur Oak marketing brochure:*
    - *Fund raising*
    - *Research project solicitation*
    - *Grant writing*
    - *Corporate volunteer support*
- *Vegetation brochures*
    - *Trees/shrubs*
    - *Wildflowers*
- *Wildlife brochures*
    - *Bird checklist*
    - *Mammals*
    - *Amphibian/reptiles*

Maps are always useful reference tools to plan projects, track project progress, inventory, and better understand property changes over time. Since the Bur Oak Conservancy and Outdoor Laboratory will be developing and changing, a digitized map that can be regularly updated would be invaluable. Rather than investing in a glossy, professionally printed trail map similar to Maywood's, it is recommended to maintain a digitized format with maps updated and printed as needed. To achieve this, GPS reference points will be necessary for the highest level of accuracy. This may be achievable with help from the City of Sheboygan Engineering Department. Their staff may be able to survey the property with GPS units and GIS software. However, since updates and maps on demand will be needed, the initial map must be created with a format that is compatible with Maywood software. Of all the possible interpretive information and literature, a map will undoubtedly be of most value.

Interpretive trail brochures may eventually be useful in the education of the property's natural history. As construction of an interpretive trail nears completion, use of existing interpretive brochures from other nature centers would help facilitate the selection of brochure style, size, paper type, etc. best suited for Bur Oak. The technological equivalent to the interpretive brochure is the Quick Response (QR) Code. QR codes can connect people with a smartphone to information. In this case, the QR code would connect smartphone users with the interpretive information, pictures, and even videos of animals and plants that relate to the location of the trail post. Although not currently set up for QR code use, this technology is something that Bur Oak and Maywood both should consider for advancing Maywood's educational approach. By placing 3" x 3" QR code plaques on trail posts, visitors can use their smartphones to scan the code and bring up information about the property.

QR code example

Interpretive brochures, QR codes, and other educational tools, along with property developments, may require funding beyond those that have been accumulated thus far. Printed materials about the property may provide complimentary information to a fund solicitation brochure. However, development of any such brochure is not recommended until educational and development plans are well established and budgetary needs are identified.

As additional funding is sought and inventories are completed, brochures of the inventories may be useful in showcasing the scientific work and inventories that have been completed. College biology students and volunteers may be instrumental in collecting inventory information on all species. It is recommended that the Maywood Director and/or Naturalist be involved in coordinating these inventory efforts to insure their accuracy and provide direct knowledge of the work when seeking funds and addressing possible sources for future funding.

FUTURE FACILITY CONSIDERATIONS

The Garton family and Glacial Lakes Conservancy have provided some limitations on the development of the property. The established restrictions and guidelines must be considered for each of the following:

- *Instructional shelter*
- *Parking lot improvements*
- *Pond equipment access*
- *Boardwalk construction*
- *Stairway to southern lowland forest*
- *Wildlife exclusion area*
- *Trail cameras with bait stations and tracking surfaces*
- *Perimeter fence*

Educational programs and research projects may be well served by having an area sheltered from some elements. However, before a shelter of any kind is planned, consideration of the exact need, amount of use, and established restrictions is required. Should projects and programs be temporary, a soft roof may provide the temporary protection essential to complete a project or program.

The parking area may be suitable for the time being. An asphalt parking lot may be far more than what is needed and would require substantial funding to construct and maintain. Significant improvements to the parking area should be a lower priority compared to the other considerations in this document. Should enough use warrant an improved parking area, a gravel or recycled asphalt parking area might be the best solution to make parking more functional throughout the year, while minimizing the investment and any impression that the area is open for people to access at will.

As indicated in the Parking and Vehicle Access section, it is recommended that posts and cables be installed to prevent multi car access and to discourage use without authorized approval. South from the parking area is another vehicle access to the property. Although well hidden, a culvert is in the Rangeline Road ditch which was installed originally to allow equipment access to the pond construction site. This access may be necessary for improvements to the pond and possibly for boardwalk construction in the beech forest. As programs and projects escalate, this access should be evaluated as possibly a better location for a main parking lot.

This southern Rangeline Road access may be very useful for equipment access once again. The pond should be evaluated for its inflow and outflow. The outflow barrier appears in disrepair and needs reconstruction. The bottom of the pond should be evaluated to determine its composition and if its depth, slope, and vegetation are suitable for a healthy aquatic ecosystem. An assessment of the outflow may be useful in preventing excess water from saturating trails and redirecting surface drainage from the pine plantation that was undoubtedly dry at the time it was planted.

The southern access may also be useful in the process of thinning and hauling trees from the pine plantation. However, the culvert should be inspected to insure it is still intact. Markers should be placed at the ends of both the north and south culverts to prevent vehicles from missing the driveway.

Foot traffic on trails will eventually require boardwalk construction through some wet and sensitive areas. This was discussed in the Trail section. However, where the perimeter trail runs parallel to the floodplain ridge a staircase would be a very useful addition to the trail system to enable access to the floodplain from two different locations. The north floodplain access is a very gentle slope to the Pigeon River. The south floodplain access is a steep descent. A staircase at this location would not only enable access from this point, but would also provide a trail route through the floodplain that would not require back tracking or returning to the upland area via the same route. Although some hikes have already been conducted where ascent from the floodplain to the upland was done without a staircase, this is a practice that if continued will result in a path of erosion.

Should aquatic education programs become conducted at Bur Oak with some regularity, a river access deck might also be considered as a possible feature for construction. A river access deck must be constructed to allow for changing water levels, ice flows in spring, and accommodations for students to use sampling and testing equipment. Mosquito Hill Nature Center, located along the Wolf River, has an example of this type of river access system.

As additional Bur Oak educational and research projects begin to develop, some features like exclusion fences, trail cameras, and tracking areas might be considered to better understand the effect of wildlife on the vegetation of Bur Oak, and the nocturnal wildlife that is present on the property. The knowledge collected through these measures will certainly help shape future developments, research projects, and educational programs.

The function of a perimeter fence is to restrict unauthorized human entry to the property, prevent disturbance to research/education equipment, and removal of resources. Since the cost of a perimeter fence is very expensive, it is suggested to thoroughly evaluate its importance and need before making the investment. Should one be considered, it is likely this would be for the south boundary along County Highway J and the west boundary along Rangeline Road. Since the north boundary is bordered by private property and the east boundary is bordered by both private property and the Pigeon River, these two sides are less likely to require it. It is suggested that the extent of unauthorized entry be monitored before making a decision to invest in perimeter fencing.

RESEARCH PROJECT SUGGESTIONS

There are infinite research projects that could be conducted at Bur Oak Conservancy and Outdoor Laboratory and are limited only by one's imagination. It will undoubtedly be essential to begin with inventories to assess the composition of the property. The following are suggestions of the inventories that may provide the first step in the process of conducting further research, improving our understanding, and hopefully increasing our environmental stewardship:

- *Flora/fauna inventories and maps*
- *Annual sampling*
- *Aquatic sampling*
    - *Establish baseline statistics for annual monitoring and comparison to other river locations like Maywood*
    - *Mussel survey*
    - *Turtle survey*
    - *Salamander monitoring program*
- *Nest box monitoring*
- *Endangered/threatened species list*
- *Rare mammal survey (lesser seen species e.g. flying squirrels, various bat species, weasels, gray foxes, etc.)*
- *Butterfly/moth survey*

In the fall of 2013 a grid of reference points was established at Bur Oak. These reference points will be useful in identifying progress and locations of various projects. Inventories of flora and fauna will be invaluable to plan future research. Since the reference points do not correlate to the Pigeon River it is recommended that aquatic research project reference points be established by measuring from north to south and placing metal snow fence posts or metal pipe markers at 100' intervals along the riverbank. These reference points will be valuable in identifying locations, features, flora/fauna, or river characteristics that will be significant in its research.

The value of aquatic research and inventories will increase as they are compared to the Pigeon River section through Maywood. Contrasting the two sites may help students predict and understand the impacts on river health by analyzing the changes to the river between Bur Oak and Maywood. With public land close to the mouth of the Pigeon River, researchers/students could develop a good baseline of the Pigeon River water quality for future comparison and making recommendations for its improvement.

Although aquatic inventories should begin with establishing a Q value through chemical and invertebrate analysis, mussel, turtle, and fish surveys may also be vital in establishing a baseline in subsequent inventories.

As amphibians, salamanders have ties to aquatic habitats. In 2008 blue spotted salamanders were discovered on the property, using the ephemeral ponds for egg laying. It is strongly suggested to conduct annual salamander data collecting. Salamanders are extremely sensitive to environmental

change and may be vital in predicting changes to the property that could negatively impact other species. By analyzing the habitat characteristics of Bur Oak, they help predict whether salamanders may be present at Maywood, or whether improvements can be made to certain habitats to restore salamander populations.

Bur Oak provides many other opportunities for inventory research. Contact with Wisconsin colleges and universities may generate interest for research projects. As a result, Maywood would benefit from their findings, providing a clearer understanding of the property's inhabitants. The list shown at the beginning of this section provides a few of the possible investigations that could be conducted.

ANNUAL MONITORING

Annual monitoring of the Bur Oak Conservancy and Outdoor Laboratory is required per the *Garton Conservation Easement* drafted by the Glacial Lakes Conservancy. Required monitoring investigates activities on the property and documents changes from the previous year, especially any violations to the conservation easement.

Baseline photographs, coupled with annual monitoring can reflect the natural succession and man-made enhancements that detail the more recent story of Bur Oak under its new land stewards. Although the conservation easement's baseline began in 2006, the real baseline may be found in the 1834 land survey records of Sheboygan County. In the case of Maywood, Deputy Surveyor Nehemiah King recorded the vegetation types, occupancy by Native Americans, and routes of foot traffic that, in some cases, have eventually become major highways. Since this first written land record, there may be recorded deeds that will shed even more light on the changes and people who depended on this parcel for their subsistence, recreation, or simply to commune with the endless natural discoveries Bur Oak offers.

Despite the annual monitoring obligation of the *Garton Conservation Easement*, Bur Oak is the perfect setting to discover first-hand the many lessons learned by Aldo Leopold. These land ethic lessons begin with regular observation and documentation of the phenology and natural events of every season. Surrounded by development, Bur Oak's connection to Nehemiah King's penned entries may tentatively reveal that this parcel, although manipulated over the years, may very well be attempting to return to a natural balance. Monitoring and documentation are essential tools in striving to employ the wisdom of Leopold and take careful action as well-informed land stewards. As a result of these efforts, Bur Oak will undoubtedly have many lessons that will help shape generations of stewards privileged to trod its landscape while its increasing value makes this island of ecological significance an environmental sanctuary and connection to natural communities of Wisconsin's past.

It is the charge of Maywood's Property Stewardship and Enhancement Committee to make recommendations and oversee property related changes to Maywood and Bur Oak. It is urged that the Committee develop and oversee year around data collection to establish the basis for future management projects. It is hoped that the environmental wisdom gained from Bur Oak will be valuable to policy and decision makers in determining the best use and practices for lands throughout the area. As stated by Aldo Leopold, "We abuse land because we see it as a commodity belonging to us. When we see land as a community to which we belong, we may begin to use it with love and respect."

A final note to those who regularly monitor Bur Oak: Your frequent visits may produce new experiences and discoveries that will eventually provide far more than just another entry into a log book. The route walked, a particular tree, or a specific landscape feature may all become familiar with frequent visits. However, your senses may reveal subtle nuances; smells, sounds, and sightings that all embed a permanent record in your memory, the accumulation of which may affect your feelings toward the land. As this unexplainable compassion of discovery migrates into your heart, Leopold's wisdom can be realized and your connection to the land will forever be changed, giving new meaning to your role as a land steward.

CHECKLIST OF FUTURE CONSIDERATIONS

This checklist of future considerations has been included to help guide discussions and planning of the Bur Oak property. Other considerations will certainly arise and can be added to the checklist, but for the near future the Maywood Property Stewardship and Enhancement Committee may find the checklist to be a useful tool in prioritizing projects and points of discussion in subsequent meetings.

- ☐ Property surveys (i.e. vegetation, mammals, etc.)
- ☐ Site plans for specific projects
- ☐ Detailed topographic map (i.e. GIS mapping)
- ☐ Drainage map
- ☐ Vegetation management plan
- ☐ Planting plan
- ☐ Trail construction
- ☐ Pine stand thinning
- ☐ Boardwalk design
- ☐ Bridge design
- ☐ Pond repair work
- ☐ Permanent location of parking
- ☐ Parking improvements
- ☐ User permit system (i.e. hunting, firewood collecting)
- ☐ Trail posts
- ☐ Signage
- ☐ Research projects
- ☐ Invasive species removal
- ☐ River obstructions
- ☐ Tree pruning
- ☐ Nest boxes
- ☐ Interpretive trail booklet
- ☐ Vegetation/wildlife checklists
- ☐ QR code interpretive trail
- ☐ Instructional shelter
- ☐ Research stations
- ☐ Stairway construction
- ☐ Wildlife exclusion area
- ☐ Trail cameras
- ☐ Perimeter fence
- ☐ Aquatic sampling with Maywood comparison
- ☐ River observation deck
- ☐ Riverbank distance markers
- ☐ Junk pile removal
- ☐ Deer stand/pallet removal
- ☐ Upcoming project schedule
- ☐ Work crews
- ☐ Budget
- ☐ Parking cable
- ☐ Programs
- ☐ Monitoring visits
- ☐ Hawthorn reduction

III

Res. No. 14 - 15. By Alderperson Heidemann. February 16, 2015.

A RESOLUTION authorizing advertising for bids for the 2015 Concrete Sidewalk Program.

RESOLVED: That the Public Works Department is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the 2015 Concrete Sidewalk Program aforementioned, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

Pub Wks.

_____

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

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. February 16, 2015.

Your Committee to whom was referred R. O. No. 202-14-15, submitting license applications for the period ending December 31, 2015 and June 30, 2016; recommends that Beverage Operator's License application #0639 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, her record as a repeat law violator, and her failure to cooperate with the Committee.

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

IV

Other Matters

8.1

II

R. O. No. 202 - 14 - 15. By CITY CLERK. December 15, 2014.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

Law & Lic
1/19/15 - grant all lic. except hold Hening, Millin, Stolpa, Urbina
2/2/15 - grant Stolpa, Urbina & hold Hening & Millin
2/16/15 - deny Hening & grant Millin

Susan Richards
City Clerk

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0631	Abraham, Kaitlin R.	1834 Geele Ave.
0637	Brousseau, Curtis M.	2011 Weimann Ave.
0640	Dickie, Samantha J.	1910 N. 12th St.
0634	Ensor, Lauren A.	4019 Pine Bluff Dr.
0628	Gilbert, Paul E.	1308 S. 9th St.
0639	Hening, Heather F.	928 Georgia Ave.
6571	Hocking, Sarah J.	1101 Swift Ave.
0632	Johnson, Ashley A.	1031A S. 21st St., Manitowoc
0630	Kelly, Devin P.	1506 Parkwood Blvd.
0635	Millin, Ben K.	615 Bluff Ave.
0633	Mohr, Katie R.	319 5th St., Sheb. Falls
8279	Stolpa, Alecia M.	915 Georgia Ave.
0629	Urbina, Rebecca L.	1323 Jefferson Ave.
0638	Wildman, Michelle T.	1814 N. 10th St.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
2441	Darling Therapies	604 Erie Ave.
2496	Salus Face and Body Studio	1327 N. 8th St.

TAXICAB BUSINESS LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
2572	Lakeshore Transportation LLC	426B Factory St., Plymouth

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

No.	Name	Address
0636	Jackson, Grayling M.	1949 N. 11th St.

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

No.	Name	Address
7543	Boushley, Kathy J.	1512 S. 21st St.
9955	Dippel, Robert B.	115 Red Tail Dr., Sheb. Falls
0331	Williams, Kendrick L.	3647 S. 12th St.

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. February 16, 2015.

Your Committee to whom was referred R. O. No. 214-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that Taxicab Driver's License #7430 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

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

Other Matters

7.1

II

R. O. No. 214 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

Law & Lic. 1/19/15 - grant all lic. except hold Duron, Krueger 2/2/15 - deny Krueger & hold Duron 2/16/15 - deny Duron.

Susan Richards
City Clerk

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0651	Frias, Roberto C.	5106 Windward Ct., #15
0650	Hansen, Ronald R.	3627 N. 20th St.
0643	Henry, Brittney N.	1141/2 Everett, Fond Du Lac
0649	Herzog, David C.	607A Huron Ave.
0647	Hoffmann, Dustin K.	1515 N. 7th St.
7328	Koene, Heather L.	
0646	Porten, Megan A.	218 Superior Ave.
7634	Stokdyk, Jesse L.	W1445 Meadowview Ct., Oostburg
0648	Van Akkeren, Olivia C.	1629A S. 8th St.
0644	Willoughby, Brian P.	424 S. 9th St., Oostburg
0645	Zalewski, Jennifer L.	3324 S. 18th St.
0652	Zittel, Nathan R.	642 N. 25th St.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
2868	Intouch	314 Niagara Ave.

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

No.	Name	Address
7430	Duron, Randy	1945 N. 11th St.
0642	Giles, Wayne Douglas	1519 Eisner Ave., B2

II

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

No.	Name	Address
0565	Krueger, Nathan J.	1621 Martin Ave.

IX

R. C. No. ____ - 14 - 15. By SALARIES AND GRIEVANCES. February 16, 2015.

Your Committee to whom was referred Gen. Ord. No. 42-14-15 by Alderperson Donohue amending the Municipal Code so as to add the Maywood Environmental Park Director in the Public Works Department for the City of Sheboygan and amend the Maywood Naturalist position on the Table of Organization; recommends that the attached Substitute 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

7.2

Subs. of Gen. Ord. No. 42 - 14 - 15. By Alderpersons Donohue, Dassler, Hammond and VanderWeele. February 16, 2015.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to delete the Maywood Naturalist position on the Table of Organization.

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 B. 3 Department of Public Works as follows:

B. DEPARTMENT OF PUBLIC WORKS

DELETE:

	Class Grade	NO. of Employees
Maywood Naturalist	5	1

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 upon 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

7.2

Gen. Ord. No. 42 - 14 - 15. By Alderperson Donohue. January 19, 2015.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add the Maywood Environmental Park Director in the Public Works Department for the City of Sheboygan and amend the Maywood Naturalist position on the Table of Organization.

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 B. 3 Department of Public Works as follows:

B. DEPARTMENT OF PUBLIC WORKS

DELETE:

	Class Grade	NO. of Employees
Maywood Naturalist	5	1

ADD:

	Class Grade	NO. of Employees
Maywood Environmental Park Director	8	1
Maywood Naturalist	5	0

Section 2. The new job description for the Maywood Environmental Park Director is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance Director/Treasurer and Human Resources Department.

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 upon hire of the Maywood Environmental Director.

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

DRAFT

Job Description

Job Title:	**Maywood Environmental Park Director**	**Department:**	Public Works
Date Issue:	January 12, 2015	**Reports To:**	Parks Forester Superintendent Collaborates with Maywood Park Board & Directors
Classification:	Exempt	**Wage:**	Salary Grade 8

Position Summary

Under the general direction of the Parks Forester Superintendent, is responsible for the development, management, operation, and programming of the Environmental Park.

Essential Duties & Responsibilities

1. Responsible for the effective and efficient management of Maywood.
2. Develops, coordinates and conducts training programs for volunteers.
3. Plans, coordinates, directs, and promotes information and educational programs and activities such as seminars, workshops, tours, field trips, youth camps, and special events to encourage the use of the park facilities by the public, schools, civic groups and other agencies.
4. Develops and maintains positive working relationships and community educational leaders.
5. Coordinates the work of volunteers.
6. Supervises, trains, schedules, and evaluates employees assigned to the Park.
7. Recommends hiring, discharge, promotion, demotion, and discipline of park employees
8. Updates and develops the Maywood Environmental Park Master Plan of facilities, plantings, trail design and signage.
9. Facilitates strategic and operational planning to set comprehensive goals and to provide a clear path to achieving those goals.
10. Prepares and implements an annual operational budget.
11. Understands the fundamentals of fundraising and oversees comprehensive efforts to secure funding the Park's operation.
12. Develops and maintains positive relationships with current and potential donors.
13. Possesses strong grant research and writing abilities.
14. Insures that all monies and inventories are accounted for.
15. Keeps accurate and complete financial records.
16. Enthusiastically promotes Maywood Park throughout the community.
17. Plans and coordinates the development of promotional materials for the park.

18. Schedules and conducts presentations before service clubs and various community groups.

19. Develops and nurtures various media contracts.

20. Develops and maintains positive working relationships and community educational leaders.

21. Understands social media and is able to utilize it for the benefit of Maywood Park.

22. Enforces all safety standards as set forth by Federal, State, and Municipal laws.

23. Assures compliance with all City human resource policies.

Qualification Requirements:

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required.
Also the ability to work cooperatively with individuals and groups in activities associated with this. Possess a high sense of responsibility and initiative. Willingness to work flexible hours to accomplish the position objectives.
Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing and an insured automobile for use on the job.

Education and/or Experience

A Bachelor's Degree from an accredited college or university with a major in environmental science or one of the natural sciences, or a degree in education with specialization in the natural sciences. Three years of professional-level experience in the field of natural sciences or a related field. Some relevant experience managing others. Knowledge of and skill in the application of the recognized theories, practices, nomenclature and techniques associated with environmental education.

Pre-employment Requirement

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

X

Gen. Ord. No. - 14 - 15. By Alderperson Belanger. February 16, 2015.

AN ORDINANCE rededicating the vacated portion of North 8th Street from a point 6 feet south of the north line of Wisconsin Avenue to a point 38.5 feet south of the north line of Lot 7, Block 129, Original Plat.

WHEREAS, by way of Gen. Ord. No. 97-83-84 dated October 17, 1983, recorded in the Sheboygan County Register of Deeds office as Document No. 1095503, that portion of the east 20 feet of North 8th Street from a point 6 feet south of the north line of Wisconsin Avenue to a point 38.5 feet south of the north line of Lot 7, Block 129, Original Plat, being adjacent to Lot 6 and the north 38.5 feet of Lot 7, Block 129, Original Plat, was vacated and discontinued; and

WHEREAS, the City of Sheboygan has recently acquired ownership of said formerly vacated street right of way along with the adjacent property; and

WHEREAS, the City of Sheboygan, as owner of said property, finds and determines that it is in the public interest to rededicate said vacated property so as to return this portion of North 8th Street to its originally platted 80 feet width.

NOW THEREFORE:

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

Section 1. That the portion of North 8th Street that was vacated by way of Gen. Ord. No. 97-83-84, and that is now owned by the City of Sheboygan, more fully described as:

> The 20 foot wide vacated portion of North 8th Street from a point six (6') feet south of the north line of Wisconsin Avenue to a point 38.5 feet south of the north line of Lot 7, Block 129, Original Plat, being west of and adjacent to Lot 6, the north 38.5 feet of Lot 7, and the vacated east-west alley lying between Lots 6 and 7, Block 129, Original Plat of the City of Sheboygan, County of Sheboygan, State of Wisconsin, containing 5,600 square feet, more or less

be, and hereby is, rededicated as North 8th Street right of way.

City Plan

X

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.

_____

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

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
CITY HALL

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

Susan Richards
City Clerk

8 3 6 9 0 7 3
Tx:4106826

2015429
SHEBOYGAN COUNTY, WI
RECORDED ON
01/21/2016 3:24 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 2

FEB 1 '16 PM 1:37

RETURN TO:
CITY CLERK
828 CENTER AVE., STE 100
SHEBOYGAN WI 53081

Gen. Ord. No. 45 - 14 - 15. By Alderperson Belanger.
February 16, 2015.

AN ORDINANCE rededicating the vacated portion of North 8th Street from a point 6 feet south of the north line of Wisconsin Avenue to a point 38.5 feet south of the north line of Lot 7, Block 129, Original Plat.

WHEREAS, by way of Gen. Ord. No. 97-83-84 dated October 17, 1983, recorded in the Sheboygan County Register of Deeds office as Document No. 1095503, that portion of the east 20 feet of North 8th Street from a point 6 feet south of the north line of Wisconsin Avenue to a point 38.5 feet south of the north line of Lot 7, Block 129, Original Plat, being adjacent to Lot 6 and the north 38.5 feet of Lot 7, Block 129, Original Plat, was vacated and discontinued; and

WHEREAS, the City of Sheboygan has recently acquired ownership of said formerly vacated street right of way along with the adjacent property; and

WHEREAS, the City of Sheboygan, as owner of said property, finds and determines that it is in the public interest to rededicate said vacated property so as to return this portion of North 8th Street to its originally platted 80 feet width.

NOW THEREFORE:

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

Section 1. That the portion of North 8th Street that was vacated by way of Gen. Ord. No. 97-83-84, and that is now owned by the City of Sheboygan, more fully described as:

> The 20 foot wide vacated portion of North 8th Street from a point six (6') feet south of the north line of Wisconsin Avenue to a point 38.5 feet south of the north line of Lot 7, Block 129, Original Plat, being west of and adjacent to Lot 6, the north 38.5 feet of Lot 7, and the vacated east-west alley lying between Lots 6 and 7, Block 129, Original Plat of the City of Sheboygan, County of Sheboygan, State of Wisconsin, containing 5,600 square feet, more or less

be, and hereby is, rededicated as North 8th Street right of way.

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.

John B

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 2nd day of March, 20 15.

Dated March 5 20 15. Susan Richards, City Clerk

Approved March 5 20 15. Michael Vandersteen, Mayor

Proceedings Published March 7, 2015.
Ordinances Published March 7, 2015.
Certified March 5, 20 15 to Atty.; Ord. Book; City Plan; Eng.; Assessor; Register of Deeds; Bldg. Insp.; State Highway Comm.; Police Dept.; Parking Ut.; Water Ut.

X

Gen. Ord. No. ____ - 14 - 15. By Alderpersons VanderWeele and Van Akkeren.
February 16, 2015.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class SR-5 Suburban Residential to Class SO Suburban Office Classification:

Property located at 3306 Saemann Ave.:

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" E ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SEAMANN AVENUE, THENCE S 88°35'44" ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54" E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

City Plan

X

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.

_____

_____

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

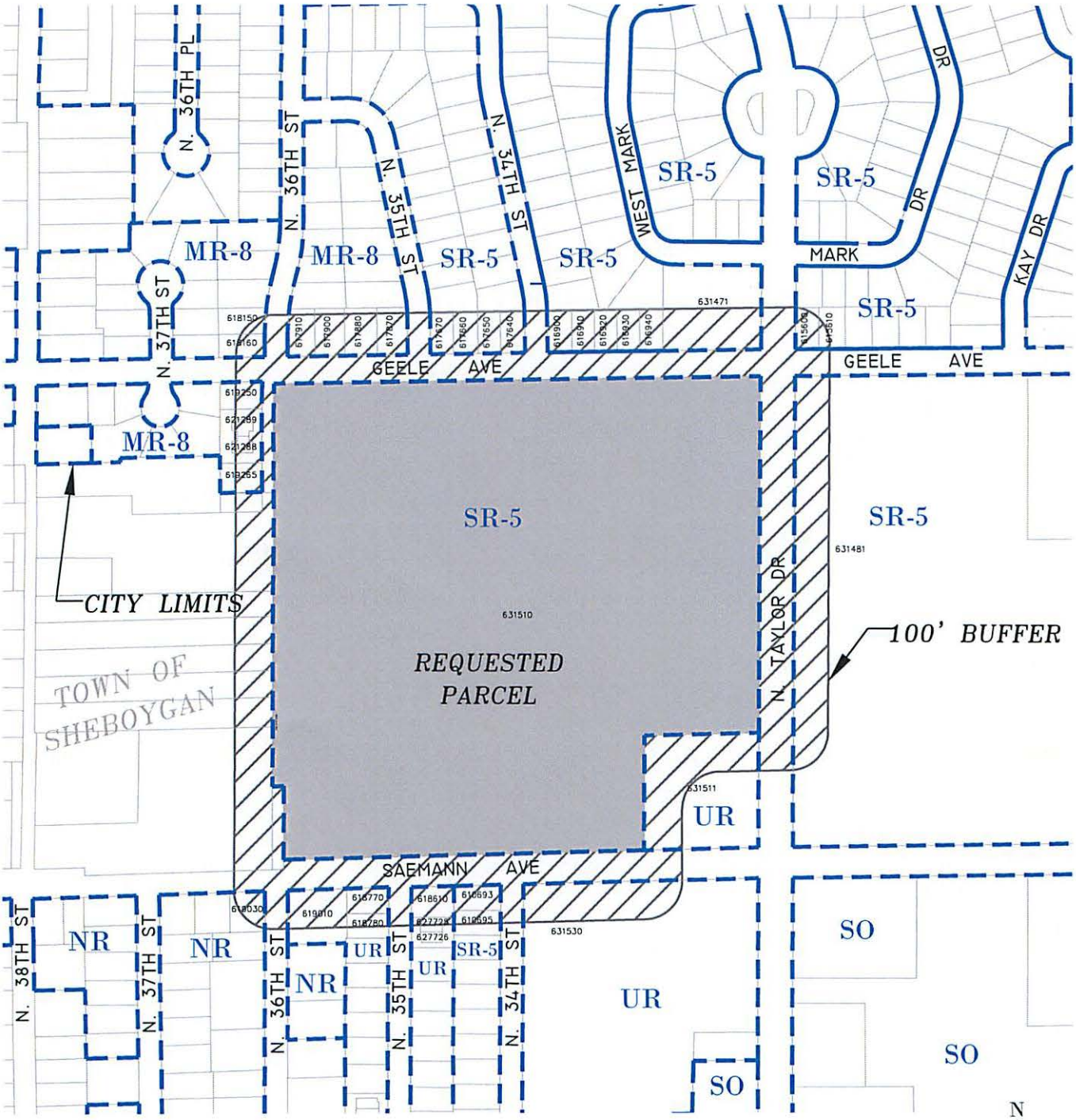
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM SR-5 TO SO

SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



City of Sheboygan
spirit on the lake

0 200 400 800 Inches
1" = 400'

N W E S

PROPOSED ZONING CHANGE
FROM SR-5 TO SO
SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 1 OF 2 FOR VICINITY MAP

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" W ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. 300' TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SAEMANN AVENUE, THENCE S 88°35'44" W ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54" E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

ZONING CODE LEGEND

MR-8 - MIXED RESIDENTIAL

NR - NEIGHBORHOOD RESIDENTIAL

SO - SUBURBAN OFFICE

SR-5 - SUBURBAN RESIDENTIAL 5 UNITS/ACRE

UR - URBAN RESIDENTIAL

City of Sheboygan
spirit on the lake

XI

4.1

Res. No. 142 - 14 - 15. By Alderpersons Hammond, Belanger, Carlson and Kath. February 2, 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 S 32nd St. Paving:

FROM	TO	AMOUNT
Capital Projects Fund Unreserved Fund Balance 400-253000	Capital Projects Fund Street Improvements 40033140-631200	$450,000

Establish appropriation for Storm Sewer Beach Outfalls engineering:

FROM	TO	AMOUNT
Capital Projects Fund Unreserved Fund Balance 400-253000	Capital Projects Fund Storm Sewer 40033150-631500	$30,000

Lies over
1
Res pass

Julie Kath

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. _____ - 14 - 15. By CITY CLERK. February 16, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

_____
City Clerk

CHANGE OF PREMISE

No.	Name	Address
1420	VFW Post #9156	552 S. Evans St. - one-day event to be Held 3/14/15 to include current premise and the north, east & south side of building.
2943	Superior Bar & Grill	2607 Superior Ave. - one-day event to be held 3/8/15 to include current premise and north parking lot and west of the building.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2016)

No.	Name	Address
3111	Glas - The Green Coffeehouse	924 N. 14th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0675	Bauer, Kristin H.	1023 Happy Lane #3, Sheb. Falls
0679	Bischoff, Shaughn O.	2316 S. 17th St.
0682	Bosman, Alyne M.	W3847 County Rd N., Sheb. Falls
0683	Brown, Amanda R.	1328 S. 9th St.
8116	Erdmann, Kathy M.	1623 Alabama Ave.
0684	Gonzalez, Mary Elizabeth	634 Huron Ave.
3439	Gotchy, Mary B.	1250 Columbus Ave.
6900	Klempke, Ashlee M.	1530 N. 3rd St.
0681	Mesun, Nicole M.	2509 Henry St.
0673	Reichardt, Jamie L.	2031 Cooper Ave.
0674	Sheldon, Robin C.	2225 Wedemeyer St.

TAXICAB DRIVER LICENSE (December 31, 2015)

No.	Name	Address
0677	Perez-Velo, Erik Francisco	1623 Saemann Ave.
0680	Ramirez Jr., Victor Hugo	1120 S. 10th St.