ATTACHMENTS

II

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

Submitting various license applications.

Susan Richards
City Clerk

COMMERCIAL OPERATOR LICENSE (December 31, 2015)

No.	Name	Address
3083	Higher Power LLC	N8163 Snake Rd., Elkhart Lake

SECONDHAND ARTICLE/JEWELRY (December 31, 2015)

No.	Name	Address
3021	Finders Keepers	1030 Michigan Ave.

TEMPORARY CLASS "B" BEER

No.	Name	Address
3059	People to People	3822 Main Ave. - one-day event to be held 3/08/15 at RCS, 1607 Geele Ave. to include part of the building.
2380	Sheb. Cty. Motorcycle Club	2601 N. 15th St. - one-day event to be held 2/22/15 to include current premise and South side of bldg.

TEMPORARY BEVERAGE OPERATOR

No.	Name	Address
0671	Niffenegger, Tammie J.	N1973 State Rd 57, Waldo

Consent

II

R. O. No. _____ - 14 - 15. By TRANSIT COMMISSION. February 2, 2015.

Your Commission to whom was referred R. O. No. 190-14-15 by the City Clerk submitting a communication from Bennett C. Kunert to undo a wrong that has been done against Mr. Lamb regarding a disciplinary action by Transit; recommends that the document be placed on file.

Consent

_____

II

4.3

R. O. No. 190 - 14 - 15. By CITY CLERK. November 17, 2014.

Submitting a communication from Bennett C. Kunert to undo a wrong that has been done against Mr. Lamb regarding a disciplinary action by Transit.

Transit

Susan Richards
City Clerk

II

Bennett C. Kunert
1427 North 10th Street, #401
Sheboygan, WI. 53081
Phone (920) 459-8131

To; Sheboygan Transit Commission
Dear Ladies and Gentlemen

NOV 10 '14 PM 4:02

I am writing once again to hopefully, once and for all, undo a wrong that has been done. In August there was a three car accident that one of your drives offered his help and was punished with a three day suspension for doing so. This driver should have been given a big thank you for helping to protect and help a citizen in need.

I have heard all sorts of unfounded reasons why he was punished. The driver left his bus unsecured. False, he took the handle that opens the door, without the handle the door could not be closed and the bus could not move.

He left a passenger on the bus, I was the only one on the bus and left right behind the driver, since I have First Responder Training, I had a moral as well as a legal obligation to help so for me to stay on the bus and not help really was not going to happen. The driver should not be held accountable for my actions. I do not believe I was under any restriction to stay or leave the bus, since I was not a prisoner. Also this concept that my safety was at risk since the driver left the bus would mean every time drivers would leave the bus with passenger/s on the bus would be the same risk. This would mean, when buses were downtown at the transfer point the driver could not leave the bus to stretch their legs or use the restroom.

The driver did not obey an order from the dispatcher. Since I was behind the driver when he got off the bus and I did not hear it, how could he have heard it? One can not obey an order one does not hear.

I am also troubled by this new, "Can't talk about it or I could be fired." This is a growing thing with the new Transit management that drivers are not allowed to say anything. This troubles me since, unless an actual confidentiality issue, such as medical or financial information, usually means I know what I am doing is wrong but don't tell anyone. This is the type of attitude the public hates about our government and needs to stop.

I am asking once again, to take another look at the disciplinary action taken against Mr. Lamb in regards to the accident in August. You may want to look at some of his past disciplinary action resulting from him stopping to help. This should not be happening. We need more people like him willing to stop and help. Your only talking a minute or two before police or fire arrives, a few minutes that can make a big difference in saving a life, but not a big issue in a worker's work schedule. Right now the message in the community is, Sheboygan Metro and the City of Sheboygan does not care about our citizens. It is up to you to change that.

Sincerely;

Bennett C. Kunert

VI

R. C. No. ___ - 14 - 15. By STRATEGIC FISCAL PLANNING. February 2, 2015.

Your Committee to whom was referred R. O. No. 114-14-15 by the Director of Planning and Development submitting a request from Chad Pelishek, Director of Planning and Development, the final City of Sheboygan Green Tier Legacy Community Sustainability Plan, 2015-2019; recommends the document be accepted and placed on file and to approve the Plan.

Concur

_____ _____

_____ _____

_____ _____

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

II

8.2

R. O. No. 114- 14 - 15. By Director of Planning and Development.
August 18, 2014.

Submitting a request from Chad Pelishek, Director of Planning and Development, the final City of Sheboygan Green Tier Legacy Community Sustainability Plan, 2015-2019 for adoption.

Strategic
Fiscal.

Director of Planning & Development

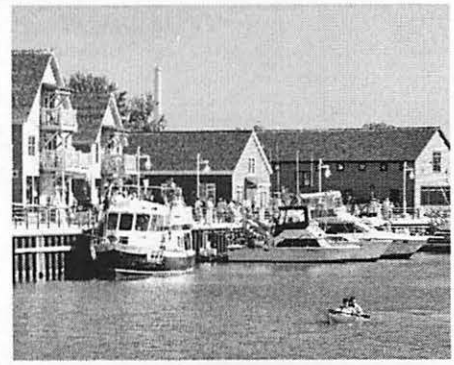
II

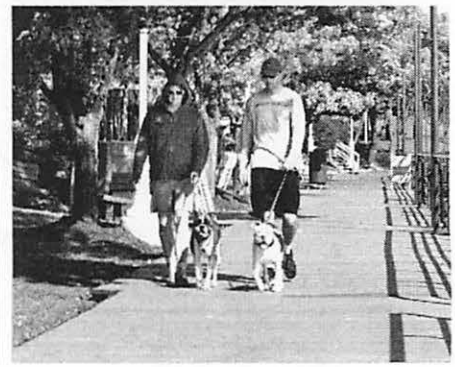
City of Sheboygan Green Tier Legacy Community Sustainability Plan

City of Sheboygan
spirit on the lake.

Contents

The City of Sheboygan is pleased to become the 11th community to join the Green Tier Legacy Charter. The City recognizes that being truly sustainable is a difficult challenge in today's society. We have found that acting sustainably means a balanced-approach; that not only protecting the environment, but improving human health and spending taxpayer dollars wisely are very important.





Defining Sustainability

The first step in defining sustainability for the City is to decide what we want to sustain into the future. In May 2008, the City of Sheboygan Common Council adopted a resolution establishing a Sustainable Sheboygan Task Force (SSTF). The purpose of the task force is to study and make recommendations to the Common Council regarding strategies to be adopted by the City for creating and maintaining a sustainable Sheboygan. The SSTF focuses on topics such as recycling, green purchasing, energy conservation, waste management, sustainability measures, and raising community awareness on environmental stewardship, which will result in cost savings and reduced consumption on resources throughout the City. Below is a list of Sheboygan attributes that are worth sustaining, or changing to become sustainable:

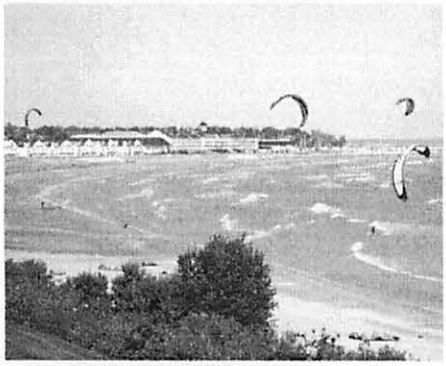
- Energy Production from renewable resources
- Local food production, sales and consumption
- The City's natural resources
- A safe and healthy atmosphere
- Safe, efficient, and environmentally sound transportation
- A local economy that attracts new businesses and encourages existing businesses to balance profit, people and planet
- Cost-effective, socially responsible and environmentally sound governmental practices to meet community needs

Public Declarations and Commitments

- Common Council passed an Eco-Municipality Designation (Oct. 2007)
- Common Council passed a State "Energy Independent Community" resolution (Oct. 2009): the resolution commits the City to obtain 25% renewable energy by the year 2025
- The City of Sheboygan's Harbor Centre Marina becomes a "Wisconsin Clean Marina" - The Wisconsin Clean Marina Program provides guidance and education that enable marina and boat yard operators to protect the resources that sustain their livelihood — clean water, clean air, and healthy fish and wildlife communities
- "Green Team" Resolution of 2010
- Common Council passed a resolution to join the "Green Tier Legacy Community" program (Jan. 2014)

In 2011, the City adopted an updated Comprehensive Plan that included a Sustainability component. The criteria set forth in this plan for building a self-sustaining economy include:

- Actively pursue economic diversification to increase professional level employment in the community.
- Advance economic initiatives based on place-based assets such as regional foods initiative.
- Strengthen the industrial and manufacturing sectors that founded Sheboygan.
- Tout Sheboygan's high quality of living including quality of living including quality schools, large park and recreation system, and destinations to foster economic development.



Goal

Improve the quality of life in Sheboygan by incorporating sustainability practices to meet the environmental, economic and social needs of the present without compromising the ability of future generations to meet their own needs.

Objectives

- **Energy:** Foster energy conservation and local energy production from renewable resources.
- **Local Food:** Promote local food production, sales and consumption.
- **Natural Resources:** Protect and enhance the City's natural resources.
- **Atmosphere:** Provide a safe and healthy atmosphere for all living things and the planet.
- **Waste:** Promote awareness, reduce initial consumption, promote reuse, increase recycling, and reduce the amount of substances entering the landfill.
- **Land Use and Planning:** Guide and promote sustainable city-wide development patterns and incorporate sustainable features into buildings and grounds.
- **Transportation:** Enhance and promote mobility alternatives to the automobile; design safe, efficient and environmentally sound transportation infrastructure; and connect to other local and regional networks.
- **Economic Development:** Enhance the local economy by attracting sustainable business and green-collar jobs, and encouraging existing businesses to become more sustainable.
- **Government:** Lead by example and foster sustainability policies and actions for cost-effective, socially responsible, and environmentally sound governmental practices to meet community needs.

Action Plan for 2014-2019

An action plan provides direction for accomplishing the objectives of the Sustainability Plan. For the 2014-2019 5-Year Action Plan, the Sheboygan Sustainable Task Force in conjunction with the Strategic Fiscal Planning Committee of the Common Council has endorsed the action items associated with each objective. Action steps have been divided into two groups, short-term (implementation in 0-3 years) and long-term (implementation in 4 or more years). The Task Force will work with City department personnel to implement the action steps and prepare an annual report to brief others on the accomplishments from that given year. The Task Force and Strategic Fiscal Planning Committee will update this Action Plan annually with input from all affected City staff, Common Council and citizens.

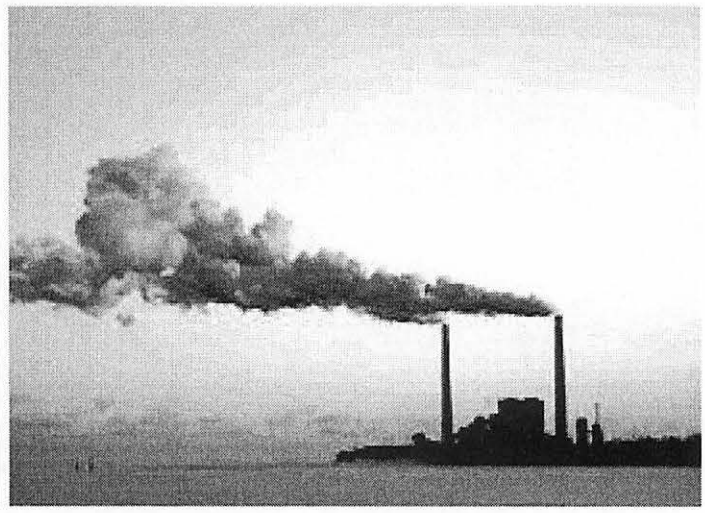
ENERGY

Objective: Foster energy conservation and local energy production from renewable resources.

Energy comes in various forms. Some sources are widely available and renewable such as the sun or wind. Other sources are less accessible, such as fossil fuels like coal, oil, natural gas or radioactive minerals that need to be extracted from the parts of the earth where they occur. Modern industrial societies use very large amounts of energy to heat and cool buildings, provide lighting, produce food, transport people and goods, run machines, and provide communications. The top energy sources for Wisconsin are oil (33%), coal (28%), natural gas (24%) and nuclear (7%), with several renewable sources providing the remaining 8%.

Cities need to import energy for their concentrated human populations. Transporting energy via roads, rail, ships, pipelines or wires takes energy, land and money and carries environmental risks. A more sustainable city would get more of its energy locally. The term "energy independence" has been coined to cover both import reduction and development of domestic energy sources. For a state like Wisconsin, which has no coal, oil, natural gas or uranium resources, energy independence is a call to develop state and local energy resources that build local economies. Wisconsin-based renewable energy resources include sun, wind, hydropower, geothermal, and biomass. All are renewable. Shifting away from fossil fuels has the significant benefits of avoiding pollution that negatively impacts health and increases greenhouse gases.

Energy conservation is a beneficial, achievable, and necessary step towards a sustainable energy system. On average, Americans and Canadians use about twice as much energy per person, and energy per dollar of economic activity, as competing industrialized countries. Our inefficient use of energy makes our way of life more expensive and more polluting. The technical means to improve energy efficiency is available and ranges from simple insulation to complex electronics. Ways to finance conservation improvements are also well known, and can be combined with government or private incentives and assistance. Considering economic, environmental, and social impacts, energy conservation investments are often more effective than expanding the energy infrastructure. Energy conservation should take top priority because the lowering of energy demand makes energy independence easier to achieve.

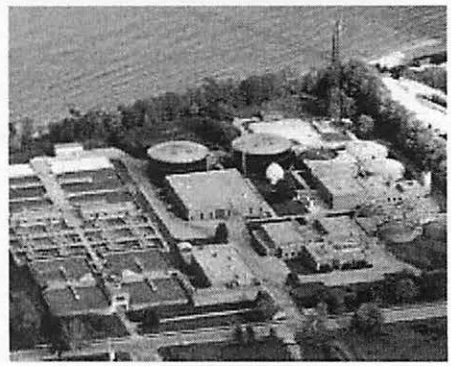


Current Policies, Programs and Actions

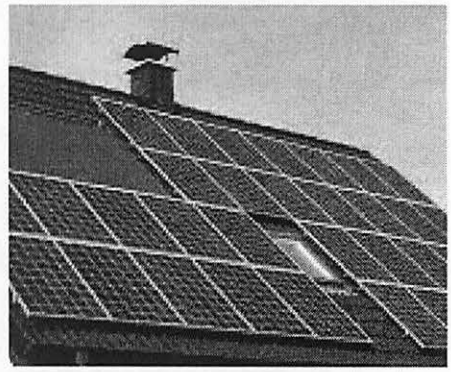
Buildings: The largest users of energy in most US cities are buildings. The City of Sheboygan currently ranks among the top three cities in Wisconsin with the most Energy Star Certified buildings per-capita. Sheboygan Area School District is the proud owner of 17 Energy Star Certified buildings, and is in the the top 10 Energy Star building owners in Wisconsin. Sheboygan's Madison Elementary School recieved an Energy Star score of 100 - the most efficient score a building can recieve. Sheboygan will continue to encourage sustainable green building practices, the wider use of Energy Star and other sustainable-labeled building materials, appliances and electronics (e.g. programmable thermostats, lighting fixtures, insulation, heating, water heaters, etc.) as well as conservative energy use in all buildings. The City will continue to stress the importance of measuring performance and promote methods and best practices individuals can implement concerning responsible engery usage, such as utilizing meterhero.com.

Outdoor Lighting: Sheboygan recognizes the need for energy conservation through responsible outdoor lighting practices. The City of Sheboygan was an early adopter, like many other communities, of high-efficiency light-emitting diode (LED) lamps in traffic lights. The City will continue to upgrade outdoor lighting to high efficiency lamps (street lighting, parks, athletic fields). The City will also continue to consider effieciency standards for outdoor lighting for all new and existing construction, especially as new technologies become available.

Pooled Resources: Pooling resources aids in achieving greater energy efficiency and putting less of a strain on existing resources and the environment. The Sheboygan Regional Wastewater Treatment Facility has become a nationally recognized leader in energy independence, and is a model for pooling energy resources. The Wastewater Treatment Facility (WTF) occasionally produces more energy than it uses, and has achieved Net Zero Energy Status. The WTF sells extra energy produced back to be used elsewhere, thus pooling resources for the betterment of the region. Sheboygan is committed to continuing to explore collaborations that provide opportunities to use energy more efficiently.



Renewable Energy: Sheboygan will focus on increasing use of renewable energy. Sheboygan offers reduced building fees for projects that include renewable energy systems. Sheboygan encourages and supports the development of renewable energy sources and is committed to increasing the portion of imported energy from renewable sources. The City will also parter with groups such as Focus on Energy and Alliant Energy's Second Nature Program that help residents install renewable energy projects. Focus on Energy is Wisconsin utilitie's statewide energy efficiency and renewable resource program. Alliant Energy's Second Nature Program is a voluntary program that allows Alliant Energy customers to purchase electricity generaged from renewable resources by dedicating a percentage of their electricity usage to that which comes from renewable sources.



Local Participation: Achieving a more sustainable Sheboygan will require buy-in from local residents and businesses alike. The City of Sheboygan will continue to encourage businesses and homeowners to work with Alliant, Wisconsin Public Service and Focus on Energy Programs. It is important to the City to raise awareness on the issue of sustatainability, and ways each person can contribute.

Energy Action Steps

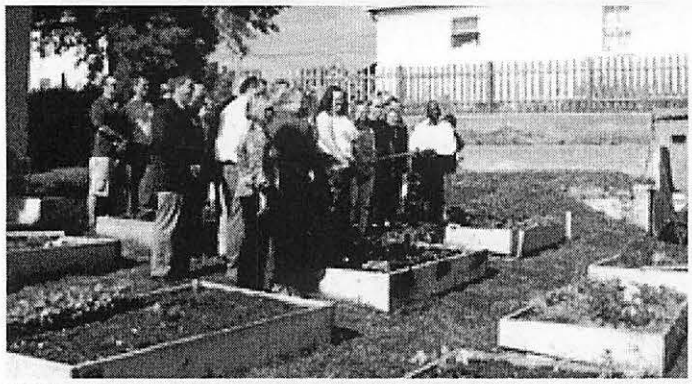
Short Term (0-3 years)

- Develop an internal policy that when a new street light/park light is replaced, it is replaced with energy efficient lighting, such as LED fixtures.
- Ensure that building codes allow for development of solar, wind, geothermal, and biomass energy sources, with guidelines to protect public safety and maintain community standards for aesthetics.

LOCAL FOOD

Objective: Promote local food production, sales, and consumption

The local food movement is aimed at connecting consumers back to the land, providing fresh and nutritious food, protecting the environment and supporting the local economy. Locally grown food is considered sustainable because it reduces the need for processing, storing, shipping and retailing. This generally translates into reduced water use, pesticides, packaging, shipping, waste, fuel usage and emissions. Urban support for local food efforts continues to grow. While Sheboygan has relatively few acres zoned for agriculture, Sheboygan County provides substantial opportunity for agriculture, and the Northeast Wisconsin region contains significant farmland. Increasingly, locally grown food supports the regional economy and provides a healthy alternative to processed food.



Current Policies, Programs and Actions

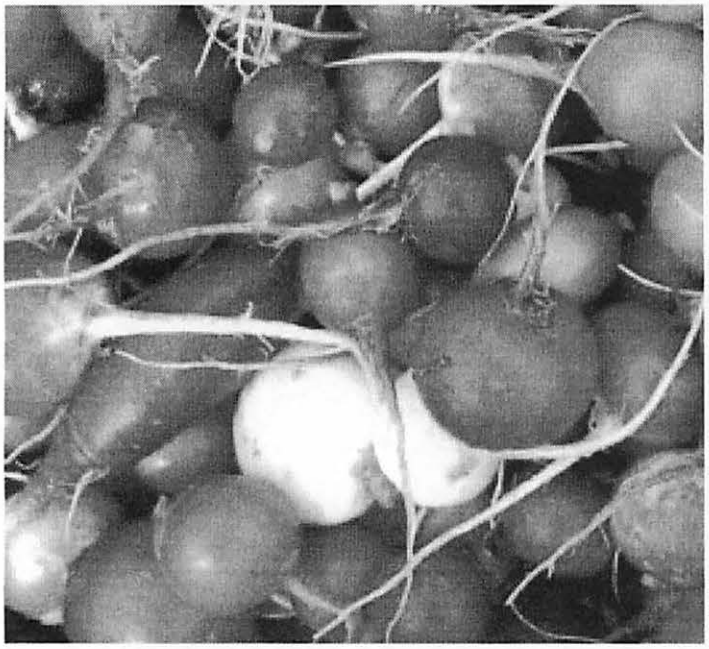
Community Gardens: Gardens not only beautify and utilize unused property, but also encourage interaction and a sense of ownership in neighborhoods. The community garden movement, which began in the City in 2012/2013, established three thriving gardens in various neighborhoods. The City is committed to continuing partnerships, privideing land, education, and various other services for gardens within the City. Apart from public gardens, the City of Sheboygan encourages private food plots and gardens on residential, buisiness, industrial and institutional properties. Local greenhouses are encouraged to donate starter plants for community gardens or food plots in mixed to low income neighborhoods.

Local Food Co-op: Goodside Grocery, Sheboygan's local food Co-op is operating with approximately 3,500 members, is open year-round and offers a variety of local in-season products to the public. Sheboygan supports the operation and growth of the food co-op and will continue to do so into the future.

Local Food Stands: Local food stands provide farm-fresh, local food directly to consumers. These stands bolster local economic activity and provide residents with affordable and nutritious produce. Many local farmers from the surrounding area come to Sheboygan to sell fresh produce at temporary local food stands.

Local Food Markets: The Farmers Market is popular, accessible, and brings local residents and local farmers together. Sheboygan has two farmers markets run by Sheboygan County Interfaith Organization, one in the summer, and one in the winter to bring local food to residents all year.

Education and Partnerships: Sheboygan is home to organizations focusing on sustainable eating, farming, and growing the local food movement. One of these programs, Nourish, by the Sheboygan County Interfaith Organization, connects local farmers to residents, provides fresh local food for schools and homeless shelters, and educates everyone on the importance of eating well, eating local, and practicing sustainability. Sheboygan will continue to support these groups.



Local Food Action Steps

Short Term (0-3 years)

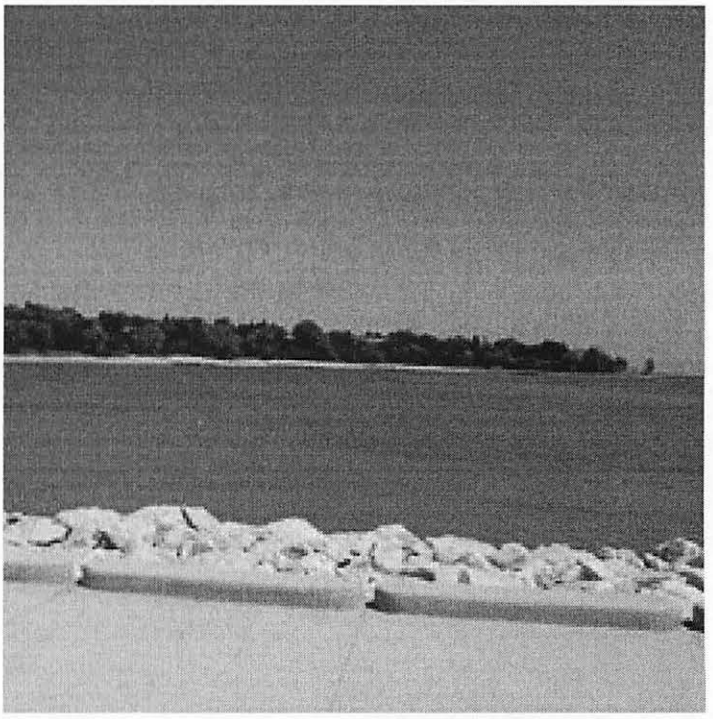
- Support sustainable gardening by creating an example set of rules against artificial fertilizers and pesticides and encourage community gardens to adopt these rules to protect people, water, and wildlife.
- Revise the zoning code ordinance to address community gardens, temporary or permanent, as permitted or conditional land uses in all districts.
- Partner with the Sustainable Task Force to provide food education for citizens to learn about the importance of growing, preserving and buying local and organic food, local food safety, such as advisories on fish eaten from the Sheboygan River.

NATURAL RESOURCES

Objective: Protect and enhance the City's natural resources

The City's natural resources provide a variety of necessary functions. Lake Michigan gives us our drinking water and carries effluent from the City's wastewater treatment plant. The Sheboygan River and Lake Michigan receive our storm water. These water bodies also provide habitat for fish and other wildlife. Woodlands, marshes, open spaces and parks provide places for ground water recharge and purify water of pollutants. Trees of the urban forest remove ozone, nitrogen oxide, and fine particulates from burning fossil fuels in buildings and vehicles. Urban wildlife habitat supports year-round resident and large populations of migratory birds. Urban birds, bats and insects control nuisance and disease-carrying pests.

We attempt to sustain these ecological functions in two ways, by federal or state regulation and by local choice. To protect and improve our local waterways, the city is under federal regulation on managing storm water and sewage treatment for pollution control.

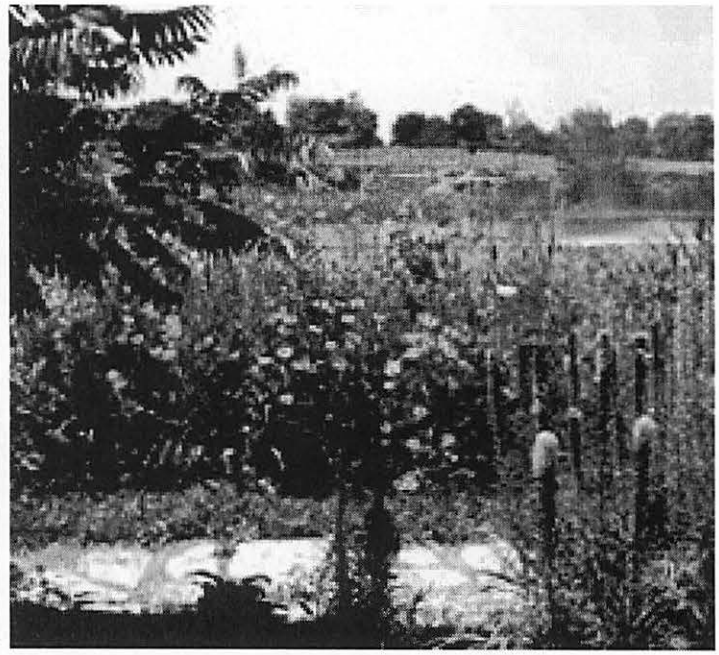


Current Policies, Programs and Actions

Waterway Protection: Sheboygan's waterways are the heart of the City. Not only do they provide ecological functions, but also recreational, economic, and scenic benefits. Sheboygan mitigates harmful effects of flooding and pollution on our waterways by implementing a regular street sweeping program to remove total suspended solids. Sheboygan also continues to encourage education and citizen awareness and involvement in programs protecting Sheboygan's waterways.

Stormwater Management and Flood Control: Effective stormwater management helps to protect Sheboygan's waterways, drinking water, and prevents harmful erosion. Sheboygan requires best management practices be designed, installed and maintained to control pollution carried in runoff from post-construction sites and to reduce the risk of flooding, and this same ordinance protects sensitive areas near protected waterways from disruptive development. Sheboygan will continue to implement stormwater management plans to reduce pollution and mitigate flooding, especially high priority measures including construction of detention ponds, swales, and vegetative buffers.

Water Efficiency: Sheboygan is committed to water conservation efforts, one of those being water efficiency. Sheboygan will continue programs to quickly identify and eliminate leaks in the public water supply system.



Impervious Surfaces: Sheboygan promotes the use of subsurface drainage chambers, permeable pavers, and pervious pavement on appropriate soils. Increasing pervious surfaces helps to mitigate flooding, reduce runoff, erosion and pollution by allowing stormwater to filter into the ground, rather than redirecting the water.

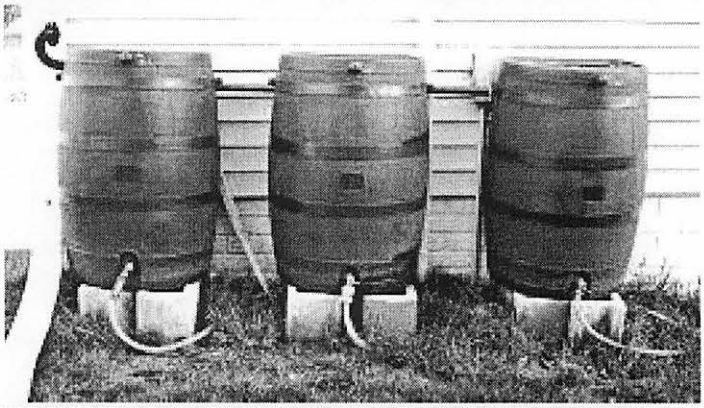
Waterfront Development: Waterfront development is important to sustaining Sheboygan. Development will continue to be sensitive to the environment, and will continue to be accessible and serve the local residents. Development will continue to be respectful to protected waterways and wetlands and Sheboygan will continue to enforce best management practices at these sites. Sheboygan will continue to enforce sediment and erosion control requirements at construction sites and make public access to waterways a priority.

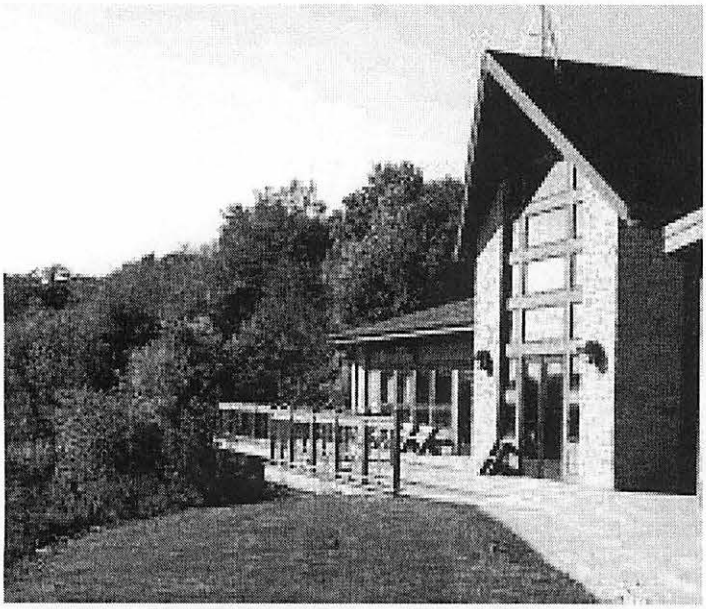
Native Landscaping: It is important to incorporate natural lanscaping as native plants generally require less water, maintenance, and are more suited for our climate. Native landscaping is a beautiful, sustainable choice. Sheboygan encourages native plantings on sites to reduce irrigation, protect shorelines and provide natural beautification. The City of Sheboygan has a natural demonstration Site, Maywood Environmental Center, that showcases natural plantings. Sheboygan will continue to incorporate native platings and seeds in roadside mixes to reduce maintenance.

Natural Resource Action Steps

Short Term (0-3 years)

- Consider developing maximum impervious thresholds for all zoning districts based on total building and hard surface lot coverage.
- Install low-flow faucet aerators and toilets at municipal sites.
- Review City building codes to update standards for water conserving plumbing fixtures.
- Offer education about how residents can reduce water useage and collect water for use.
- Include educational brochures with quarterly billings.
- Create a rain barrel program allowing citizens to purchase and learn how to use rain barrels.
- Compile and distribute a resource containing a list of hardy native plants appropriate for landscaping, and the importance of rain gardens.
- Review City weed and tree ordinances to ensure they do not discourage native landscaping practices.





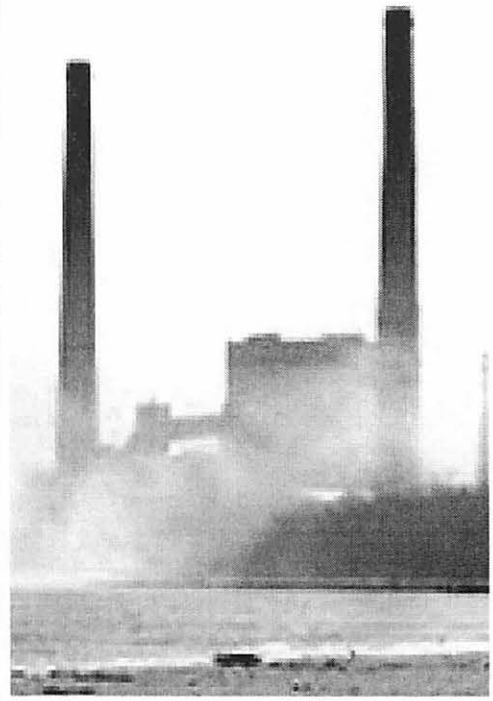
Long Term (3 + years)

- Consider a program offering City stormwater utility rebate/credits for exceeding requirements for on-site stormwater management.
- Review ordinances to ensure the City is able to address drought situations by curtailing or banning non-essential water uses.
- Control non-native invasive species in right-of-ways, parks and other pubic areas.
- Offer innovative incentives for water conservation improvements such as plumbing fixtures.

ATMOSPHERE

Objective: Provide a safe and healthy atmosphere for people, nature and planet

The atmosphere includes the air we breathe, the sounds we hear, the odors we smell, the greenhouse gases that keep the planet habitable, weather systems that deliver water, and the high stratospheric ozone layer that protects us from harmful ultraviolet sunlight. People and cities can overload this atmosphere with pollutants, e.g., toxins, smog, allergens, noise, additional greenhouse gases, and ozone-depleting chemicals that diminish our health, harm wildlife, damage agriculture and structures, lower property values, and present new risks from changing climate.

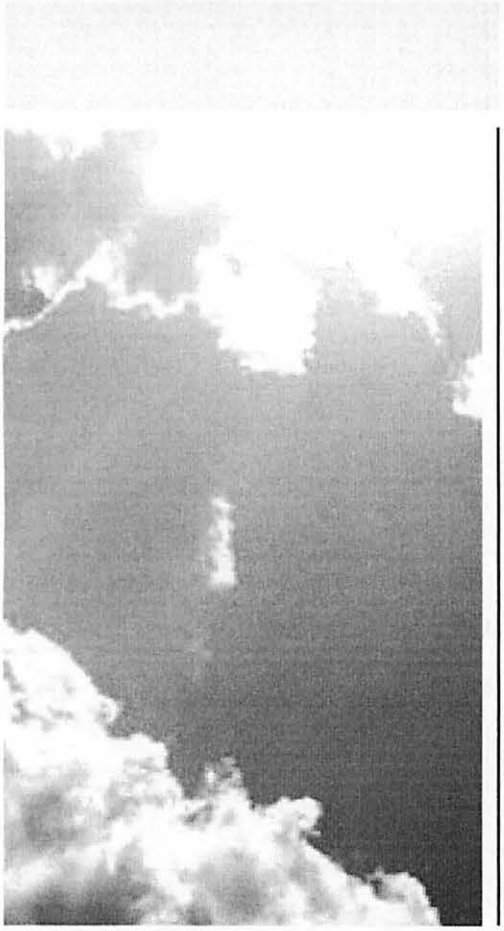


Atmospheric pollution creates local and distant problems. Local effects in and near Sheboygan include indoor air pollution as people spend most of their time indoors; noise pollution from vehicles, trains, construction equipment, power tools and other human activity; air pollution from factories, buildings and motorized vehicles and small engines; and air pollution carried in from other cities (e.g. acid and mercury pollution of local waters and fish from coal-fired plants). Climate change may also be impacting Sheboygan in subtle ways, as Wisconsin has seen warmer winters, more precipitation, longer growing seasons, and shorter lake ice seasons. Air pollution from Sheboygan also contributes to global climate changes stressing other parts of the world, particularly for societies less affluent and able to adjust, and ecosystems less resilient than ours.

Current Policies, Programs and Actions

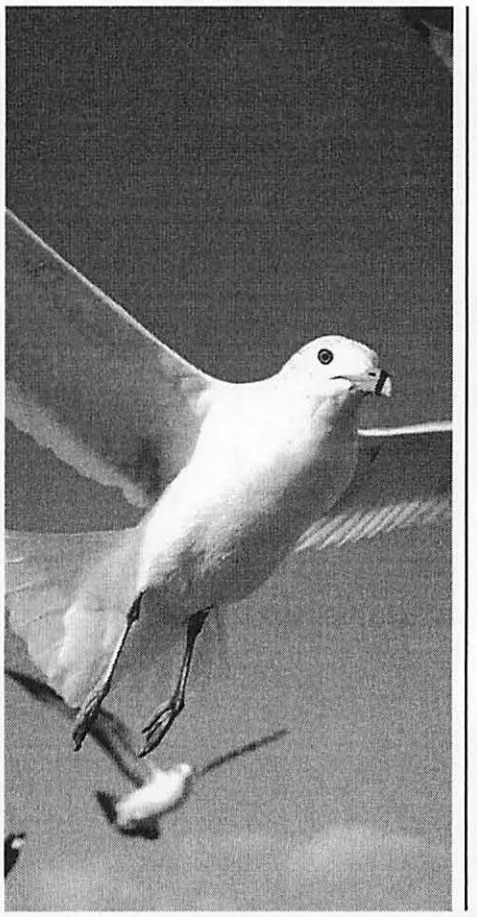
Air Quality: Sheboygan will continue to provide the bus transit service, Shoreline Metro, which reduces the need for car trips by individuals, thus reducing pollution. Sheboygan County is the only county in Wisconsin designated as "non-attainment" which can be costly to local businesses burdened with the added paperwork, time and costs. Continued support by Local/State Government officials and the Sheboygan County Chamber of Commerce can assist in removing this designation for the county. Additionally, the coal-burning power plant in Sheboygan, owned by MG&E and Alliant Energy Corp, is in the process of reducing the emission of pollutants linked to smog, asthma, heart attacks and premature deaths. The Environmental Protection Agency has required these reductions in emissions, which will improve the quality of life for everyone in Sheboygan. The City of Sheboyan will continue to educate the public on ways to reduce non-point source pollution and how they contribute to pollution, and how to mitigate their effect. Sheboygan continuously reviews and maintains high standards and ordinances against odor-producing sites and activities.

Greenhouse Gasses: Fossil fuel burning is the largest source of greenhouse gases, therefore it is important for the city and its residents to focus on energy conservation improvements, to build and purchase with energy efficiency in mind, and to develop renewable energy options. Reducing emissions from transportation related activities will help reduce the amount of greenhouse gasses produced. Sheboygan focuses on the reducion of fossil fuel burning transportation, and has seen an increase in various other transprotation options with Sheboygan County's Non-motorizedprogram and the expansion of trails in Sheboygan and the surrounding area. Sheboygan stresses the impotance of waste reduction to help mitigate greenhouse gasses produced by landfills and waste transport, and encourages tree planting and urbanforest cover to help remove carbon dioxide, the dominant greenhouse gas produced by humans.



Indoor Air Quality: Residents of Sheboygan spend the majority of their time indoors, especially in winter months, which makes maintaining clean and healthy indoor air a priority. Indoor air quality has seen steady improvement as public areas have been cleaner due to tightening of rules against tobacco smoke, including a statewide smoking ban. Indoor air quality is important to the health of all Sheboygan residents, and improving indoor air quality and pollutants can help reduce health concerns such as allergies and asthma, as well as improve overall health. Sheboygan enforces health ordinances as well as state and federal laws regarding indoor tobacco smoke, combustion products, molds, and radon. Sheboygan also discourages use of paints, glues, caulks and other materials with high levels of volotile organic compounds (VOC's), flame retardants, hazardous cleaning products and other chemicals that may negatively impact air quality. Indoor living plants in municipal buildings exist, and are encouraged, to reduce air pollution. Sheboygan will continue to educate homeowners, landlords, and renters in resolving indoor air quality issues and preventing potential hazards.

Noise Pollution: Controlling noise pollution leads to a greater quality of life. Sheboygan's Comprehensive Plan provides a land use plan that carefully considers the placement of land uses in regard to reducing the instance of noise nuisances to residents. Provisions are also made to reduce the nuisance of noise during development practices. Sheboygan's Police Department developed a community policing effort that includes Neighborhood Officers who respond to noise complaints.



WASTE

Objective: Promote awareness, reduce initial consumption, promote reuse, increase recycling and reduce the amount of substances entering the landfill.

Waste disposal practices have changed substantially over the past 40 years. Much of the unwanted material households and businesses produce returns to productive use through recycling, composting and beneficial use. Hazardous wastes are carefully separated for special handling. Businesses have reduced the waste they generate. Still, it is necessary to landfill solid wastes for which no recycling or reuse is currently available.

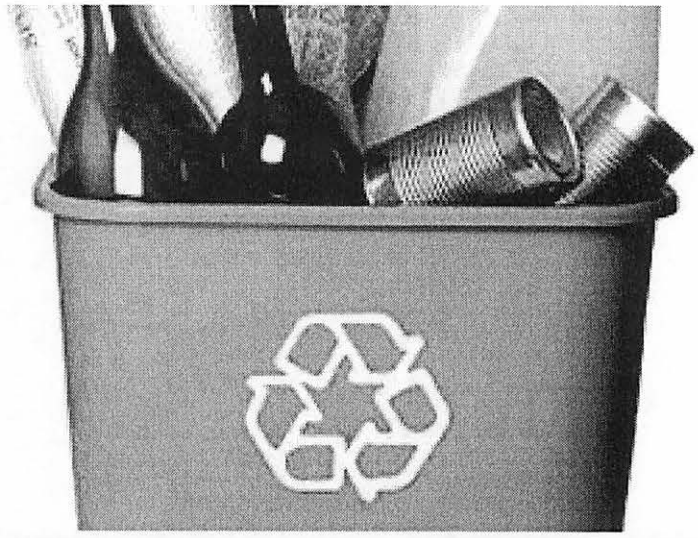
Today, solid waste landfills in Wisconsin are professionally designed, constructed and operated to minimize the risk of pollution. There are now fewer than 80 active landfills in the state compared to thousands of town dumps and other disposal sites a few decades ago. The DNR regulates landfills to prevent negative impacts to people and the environment. Landfills must collect and treat liquids and gases they generate before releasing them to the environment. Landfill operators must monitor their facilities to detect any contamination, report monitoring data to the DNR and respond quickly to any problems. Money is set aside during landfill operation to ensure that monitoring and maintenance continue after the landfill closes. DNR staff inspect landfills regularly. While Landfills have come a long way, recycling is an important factor in a sustainable community, along with promoting the reduction of initial use as well as the reuse of materials.

Current Policies, Programs and Actions

Education: Helping Sheboygan residents understand the impact their waste has on the environment, as well as effective ways to reduce that impact is pivotal in reducing waste. Sheboygan's Sustainable Task Force educates on and promotes reduction, reuse, recycling and recovery of waste materials. Information is made available to increase consumer produt awareness and environmentally preferrable purchasing. Sheboygan distributes information about proper disposal of hazardous waste, drugs, e-waste, and other items.

Recycling: An important component to reducing waste is to recycle. The City of Sheboygan currently provides a Single Stream Recycling program with curbside pickup on garbage collection days. Single stream recycling accepts glass, aluminum, steel, tin, plastic containers, paper products, newspapers & magazines, as well as cardboard. This recycling program has diverted over 40,000 tons of materials from our landfills since 1996 and currently accepts various materials including all types of plastics.

Special Events: Special events can produce large amounts of waste. Opportunities exist to reduce the amount of waste produced, as well as advertise and educate other sustainable practices at special events. Some events in Sheboygan elect to be more environmentally conscious by providing recyling bins, and using recycled materials.



Composting: Another way to reduce waste that ends up in a landfill is to compost. Food scraps and yard waste make up 20-30% of what we throw away and are the largest category of municipal solid waste going into landfills, according to the Environmental Protection Agency. Composting can also help gardening efforts and to promote sustainability and local food. Sheboygan has a drop-off site for community composting of leaves and yard debris. Residents are encouraged to compost food scraps at home.

Waste Action Steps

Short Term (0-3 years)

- Explore the merits of a pay-as-you-throw policy for material disposal programs, evaluating either weight or volume of waste such as purchased City garbage bags.
- Consider recycling containers in public areas and at public events next to waste barrels.
- Provide education on setting up and maintaining compost bins at home, community gardens, and the workplace for organic waste (e.g. grass, leaves, brush, fruit and vegetable trimmings and garden debris).

Long Term (3 + years)

- Explore a plastic bag reduction program.
- Provide informatin and incentives to promote recovery, reuse, and recyling of demolition debris and building scraps at construction sites.
- Create a pilot project to make an established community event zero-waste by using products that are bio-based, recycleable, or compostable using glass, bio-plastics and paper products instead of plastic and styrofoam. Go on to include sustainable practices at all events, and create incentives to promote zero-waste events.
- Offer innovative incentives for water conservation improvements such as plumbing fixtures.

LAND USE & PLANNING

Objective: Guide and promote sustainable city-wide development patterns and incorporate sustainable features into buildings and grounds.

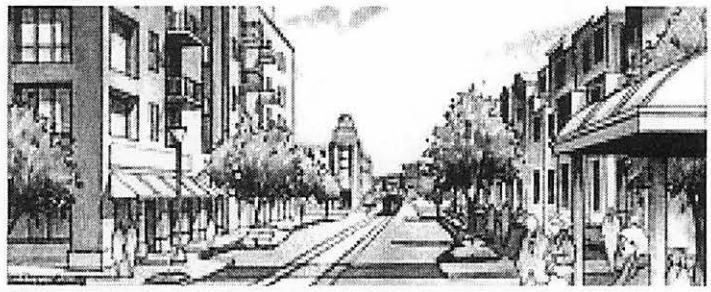
The physical layout and land use of our communities is fundamental to sustainability. Over the past several decades, two main land use practices have converged to generate unsustainable trends in urban sprawl: (1) zoning that separates each type of land use discouraging mixed-use neighborhoods and isolating employment locations, shopping, services and housing from each other and (2) low density growth planning aimed at creating automobile access to increasing expanses of land. Community sustainability requires a transition from poorly-managed sprawl to Smart Growth planning. This entails land use practices that create and maintain efficient infrastructure, ensure close-knit neighborhoods, and preserve natural and agricultural systems. In Wisconsin, the Smart Growth law has begun to move communities in this direction. Smart Growth's vision is to promote denser settlement while providing mixed uses, open space and transportation choices--the antithesis to sprawl.

Sustainable development not only addresses the broad view of community land use, but also the detailed view of sustainable sites and buildings. Emphasis is on building with nature in mind, exemplified by the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Green Building Rating System and the EPA's ENERGY STAR ratings for homes, appliances, and fixtures. LEED promotes a whole-building and neighborhood approach to sustainability. It recognizes performance in five key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality. Green rating programs are showing up more frequently in communities across the country and have proven to be a reliable tool to standardize the language of "green" buildings. Housing, too, is being influenced by new sustainable ideas as developers begin to employ such concepts as "life-cycle" design.

Current Policies, Programs and Actions

Promote Sustainable Development Patterns: One way to promote sustainable development is through planning and zoning. The City of Sheboygan continually reviews policies to provide more sustainable development patterns such as denser dwelling units per acre for single family development, while providing mixed -uses, open space, and transportation choices.

Neighborhoods and Mixed-use Corridors: Sheboygan will continue neighborhood improvement strategies, developing healthy, compact neighborhoods with mixed uses and housing types. Ideally, neighborhoods should have a mix of amenities close by with walkable streets, affordable housing with multi-unit and single-family homes, public spaces and well-connected streets serving pedestrians, cyclists, transit riders and drivers. Integrating multiple uses into an area can create walkability, reduce reliance on automobiles, as well as create a more desirable place to live, work, and shop. Sheboygan identifies high traffic corridors and targets them for redevelopment utilizing underused buildings, strip centers, and parking lots.



Green Buildings: Buildings use a large amount of energy, accounting for 40% of energy consumed in the U.S., Sheboygan to focuses on reducing its building's impacts on the environment. Sheboygan encourages and promotes sustainable building practices using the LEED program, Energy Star or a similar system. Sheboygan partners with utility companies, Energy Star, and others to offer energy efficiency education and will continue to consider offering incentives to improve energy use in buildings. The City of Sheboygan encourages the recovery of all recycleable building materials and promotes adaptive reuse and renovation of older buildings while restoring historic integrity. Another sustainable building practice Sheboygan promotes is the utilization of building materials and products found in the immediate area or surrounding region.

Land Use & Planning Action Steps

Long Term (3 + years)

- Explore LEED's Neighborhood Design Rating System to help plan for more compact and complete neighborhoods.
- Consider green building for all new city building and remodeling projects.
- Consider offering incentives for green building and remodeling projects or requiring green buildings in Tax Increment Districts.
- Consider a green roof pilot project on a city building. Green roofs absorb and clean rainwater, provide insulation, create habitat for wildlife and help to lower urban air temperatures.

TRANSPORTATION

Objective: Enhance and promote mobility alternatives to the automobile; design safe, efficient and environmentally sound transportation infrastructure; and connect to other local and regional networks.

Sustainable transportation generally refers to enhancing alternatives to the automobile– transit, bicycling, walking and rail – to reduce pollution, conserve energy, and decrease traffic congestion. It also implies attention to environmentally friendly infrastructure, alternative fuels and new transportation technologies. More and more communities around the country are incorporating these concepts into their transportation networks with increased support from state and federal funding.

Current Policies, Programs and Actions

Public Transit: In Sheboygan, only 1% of residents use public transportation to get to work. Sheboygan is focused on increasing ridership and functionality of public transportation. In Sheboygan, people can utilize Shoreline Metro, the area's bus transit. Shoreline Metro services all of Sheboygan as well as connecting Sheboygan with the nearby towns of Sheboygan Falls and Kohler. Sheboygan will continue to improve traveler information, comfort and convenience to attract locals, visitors, as well as the transit dependent. Sheboygan explores alternative fuels in fleet vehicles when financially feasible, and supports efforts to expand intercity bus service linking our area to areas througout the state.

Bicycle and Pedestrian Facilities: Sheboygan County received a federally funded grant as a part of the Nonmotorized Transportation Pilot Program, which funds Sheboygan County Nonmotorized (NOMO) program. NOMO is investing in nonmotorized facilities and outreach initiatives that make bicycling and walking more convenient throughout Sheboygan County. The program is still developing its network of nonmotorized transportation facilities that connect neighborhoods, retail centers, schools, recreational amenities, and employment centers to give people transportation choices that encourage a mode shift from private automobile to biking or walking. Sheboygan will continue to maintain bycycle and pedestrian facilities as well as seek opportunities to increase connectivity and access to facilities. Sheboygan has recently installed pedestrian wayfinding signs to aid in pedestrian navigation throughout the downtown business district including South Pier. Sheboygan promotes programs such as Safe Routes to School, which encourage walking and biking to school.

Street Design, Maintenance, and Traffic Enforcement: Sheboygan will continue to build and maintain infrastructure to serve a range of users – pedestrians, bicyclists, transit riders and automobiles. Sheboygan encourages elements of green design when reconstructing or building new streets, e.g. LED street lighting, landscaping, native vegetation, wider terraces, narrower pavements, biodegradable paint and pedestrian amenities. Sheboygan explores newer types of construction material and road design to reduce stormwater impacts or increase the lasting quality of the street. Sheboygan also has an aggressive street cleaning program to protect water quality, maintain pavement, and reduce the burden on the sewer system. Sheboygan currently enforces erosion control policies and practices, and will continue to do so into the future. Continued strict enforcement of speeding and other traffic laws will ensure streets are safe for all travelers – autos, pedestrians, and bicyclists – and reduce maintenance costs.

Parking Facilities and Trip Reduction: Sheboygan considers bio-filters and other sustainability practices when rebuilding or developing parking facilities, making such decisions on a development by development basis. Sheboygan encourages the development of parking facilities to incorporate pervious material where clay subsoil does not inhibit drainage, and the inrocporation of landscaping for aesthetics and stormwater control, LED lighting, bike racks and other items to conserve energy and protect the environment. Sheboygan employs integrated land use planning and sprawl reduction policies to make destinations more pedstrian, bicycle, and transit friendly to reduce personal automobile trips.

Transportation Action Steps

Short Term (0 - 3 years):

- Address polluted run-off issues related to salt usage and other methods of snow and ice removal.

Long Term (3+ years):

- Provide incentives and flexibility for city employees and local businesses to use transit.
- Support statewide efforts to permit transit agencies to create their own funding authorities to improve mass transit options.
- Coordinate spur lines with industrial park sites, where applicable.
- Encourage rideshare programs and telecommuting.
- Explore the feasibility of adding infrastructure for future electric fueling/plug-in stations.

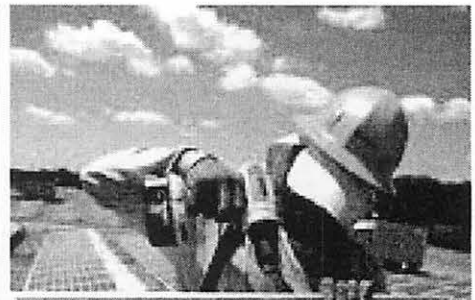
ECONOMIC DEVELOPMENT

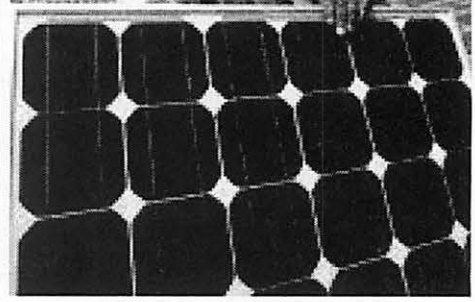
Objective: Enahance the local economy by attracting sustainable business and green-collar jobs and encouraging existing businesses to become more sustainable.

The numerous factors motivating individuals, companies, and governments to act and invest more sustainably are also creating demand for new "green" products, services and jobs. The City is developing a strong social network to support less-fortunate residents, including innovative institutions providing an economic safety net through community funds, food banks, housing, re-use of donated materials, and services for women, children, and the homeless. We also have corporations proud to proclaim their sustainability. On the federal level, the 2007 Green Jobs Act authorized $125 million to train workers for green-collar fields, with additional funding anticipated. In the face of such activities, equipping Sheboygan as a green business center makes good financial sense.

Current Policies, Programs and Actions

Green Economic Planning, Green Collar Jobs and Attracting Green Businesses: Sheboygan identifies products and sectors for a sustainability-related manufacturing and production niche in Sheboygan. Sheboygan Area School District partners with area colleges and universities to bring together discussions on developing ways to grow the green collar industry. Sheboygan encourages the adoption of green building practices for new construction and renovation, which contributes to the number of green collar jobs. Sheboygan encourages synergistic businesses to locate in the City, including seeking out businesses to use by-products of other processes or whose wastes can be used as raw materials for other industries. Sheboygan encourages businsesses to reuse processed water or make use of solid waste for materials or energy production and to maintain natural terrain, drainage, and vegetation, minimizing the disruption of natural systems.





Buying Local: Sheboygan promotes the buying of local and regional products to help strengthen our economy. Sheboygan is evlauating the potential for the creation of a Buy Local promotional campaign simiar to the State of Wisconsin's "Something Special from Wisconsin" program. Sheboygan emphasizes educating residents about the importance and benefits of supporting local businesses. There are many ways Sheboygan fosters the local buying movement, those include: increasing government purchasing of local products, devloping tools to connect local suppliers with businesses, consumers, and government, promoting the sale of local food and drinks at events, encouraging the development of unique local shops to foster a distinct Sheboygan identitiy, and by supporting the creation of a store or display showcasing Sheboygan's local products. Sheboygan has a Sustainability Directory that includes green collar companies and companies with improved sustainability. Sheboygan also has a strong art culture, and encourages local artists to work with businesses to display their products. Sheboygan supports businesses and non-profits offering products and services from people with disabilities, in local institutions or with other social needs.

Green Tourism: Sheboygan is working to attract and expand business-related eco-tourism, such as those related to waterways, biking and other outdoor activities. Sheboygan also encourages businesses to increase participation and certifiaction in the Travel Green Wisconsin program, a voluntary program providing opportunities to be recognized as a green business.

Triple Bottom Line: Called "Triple Bottom Line" (the Planet or Natural Capital, People or Social Capital, and Profit or Economic Capital), this accounting approach has been endorsed by the United Nations and International Council for Local Environmental Initiatives (ICLEI) as a bona fide technique to measure corporate and governmental sustainability. Sheboygan encourages institutions and businesses to measure their success not only by financial profit, but by environmental and social performance as well. All levels of curriculum in schools and universities across Sheboygan are working toward developing a green or green business curriculum.

Low-income Needs: Sheboygan provides Community Development Block Grant funds to support social services based on yearly identified need in the community to make sure the monies are being targeted to the largest need for that year. Sheboygan supports programs for housing, transportation, education, work and social networks to improve the economic status of people in need. The Sheboygan Housing Coalition applies for federal assistance for new opportunities, emergencies, disaster relief, faith-based initiatives, etc. Sheboygan continually focuses on efforts to provide local warming shelters and adequate facilities for the homeless.

Economic Development Action Steps

Short Term (0-3 years)

- Promote, expand, and offer business incentives to attract green-collar companies including special funding and financing options.
- Work with the Sheboygan County Economic Development Corp. and the Chamber of Commerce to develop a marketing piece aimed at attracting industry in the sustainability sector.
- Create a sustainable best practices hand out for event planners, and work to attract sustainability-related conventions and events.
- Compile a list of companies in the region who show the value of the triple bottom line.
- Collaborate with the Chamber and local colleges to hold an annual conference to promote sustainability.

Long Term (3 + years)

- Establish venues for disseminating information to consumers on environmental product labeling.
- Create partnerships with area businesses to assist in informing consumers on environmentally and socially responsible choices.
- Inventory existing job training programs and link them to information provided in the green jobs needs assessment.
- Develop a strategy to secure available government and private funding to grow the industry.
- Analyze the potential for a "green business" incubator in the city.
- Highlight and market the Sheboygan's infrastructure and amenities attractive to green technology businesses.
- Encourage local businesses to adopot sustainable accounting practices by leading by example and sharing successes.
- Promote the Wisconsin Department of Natural Resources' Green Tier Program which supports environmentally innovative companies who go beyond compliance with minimum regualtory standards while improving their bottom line.
- Follow standardized environmental management procedures, such as International Organization for Standardization (ISO) 14001.

GOVERNMENT

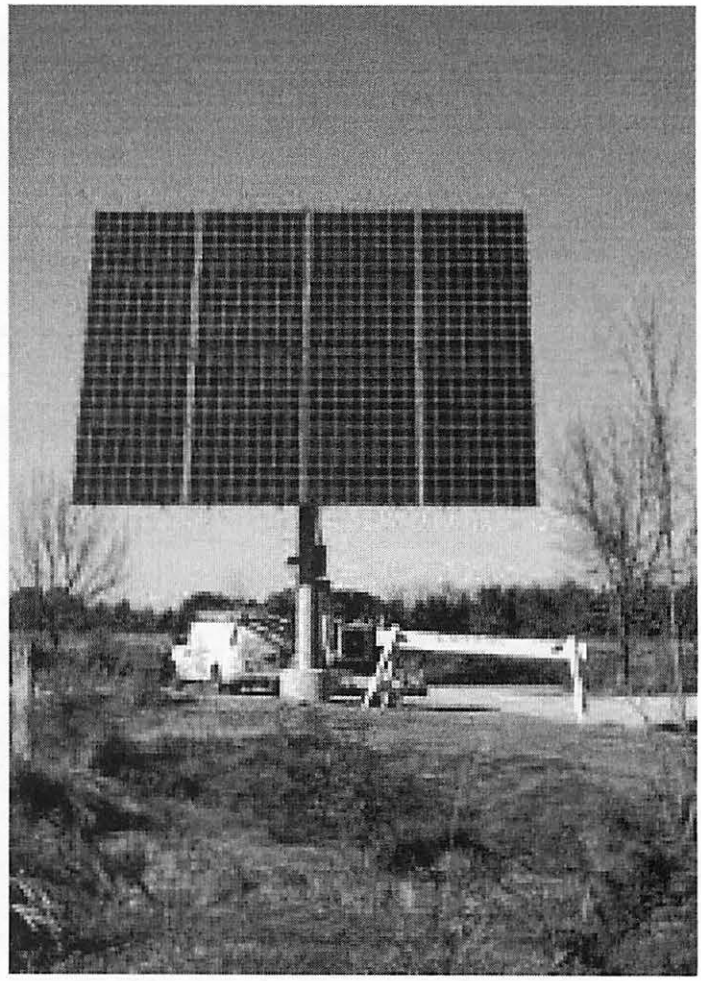
Objective: Lead by example and foster sustainability policies and actions for cost-effective, socially responsible, and environmentally sound governmental practices to meet community needs.

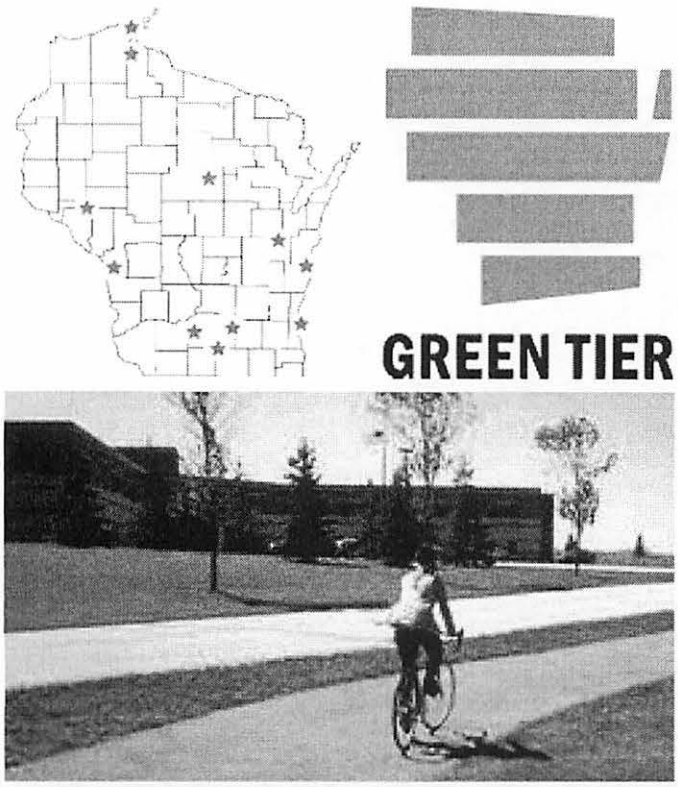
With many employees and City-owned buildings, the City of Sheboygan has numerous opportunities to lead by example in sustainability efforts. This section provides sustainable policies and actions for city staff and departments to incorporate into daily operations and municipal projects. It also suggests administrative procedures to facilitate community actions. Some internal sustainability measures are already underway.

Current Policies, Programs and Actions

Energy Management: The City of Sheboygan believes it is best to lead sustainability efforts by example. The City has a demonstration site for alternative energies at Maywood Environmental Park, as well as energy conservation policies for city facilites. The City of Sheboyan is committed to planting and maintaining trees and native plats around city buildings and within and adjacent to city parking lots. The City of Sheboygan considers energy conservation and savings in purchasing equipment, computers and appliances. The City also uses a refill purchasing policy, replacing consumables instead of stocking excess, and uses recycled materials whenever possible. To reduce paper and ink use Sheboygan encourages use of electronic documents and email rather than generatingn paper copies.

Environmental Considerations: The City of Sheboygan considers environmental impact of daily operations and municipal facilities. The City replaces low flow faucet aerators and high efficiency toilets in municipal bathroom in need of new fixtures to conserve water. Sheboygan municipal buildings provide bubblers to encourage the use of city water. Sheboygan also considers a fleet replacement program incorporating the use of hybrid, electric, flex-fuel, and bio-fuel vehicles.





Communication and Training: For sustainability practices to expand in Sheboygan it is important for many groups to communicate, learn, and share best practices related to sustainability. Officials in Sheboygan who attend Green Tier events and training are expected to report what they learned to all City department heads so that useful information can be disseminated to all City employees. The Sustainable Sheboygan Task Force is in the process of making informational videos about sustainable practices in the City of Sheboygan that will be posted online and available for anyone to view.

Human Resources: The City of Sheboygan's sustainable human resource practices include hiring and promoting people with diverse backgrounds, experiences and perspectives, offering incentives for use of biking and ride-sharing, as well as empowering employees to think creatively, to generate ideas, and to share suggestions on municipal sustainability.

Government Action Steps

Short Term (0-3 years)

- Officially designate a City staff member as the Sustainability Coordinator responsible for coordination of sustainability activities.
- Incorporate sustainability responsibilities in job descriptions for relevant city staff.
- Form a green team of representatives from each department under direction of the Sustainability Coordinator to evaluate and implement internal sustainable actions.
- The Common Council shall designate the Sustainable Task Force to move the Sustainability Plan forward, provide information for the public, and review pertinent resolutions going before the Common Council.
- Continue to involve the public in sustainability activities through the website, online surveys, social networks, governmental meetings, and workshops. Review the Sustainability Plan annually. Present an update of how well the city is meeting sustainability targets at the State of the City event presented by the Mayor.
- Review and adopt recycling practices at all municipal facilities.
- Encourage use of 100% post-consumer recycled content products.

Long Term (3 + years)

- Require energy modeling as part of architectural design in all new public building construction to help determine the greatest efficiencies for energy conservation.
- When possible, utilize Full Cost Accounting (FCA) to analyze all costs, advantages, and alternatives. Define 'cost' not just as the monetary cost, but also include social, environmental and life cycle costs. Use this process rather than relying solely on the low bid process.
- Eventually reduce or eliminate non-green products and cleaners.
- Demonstrate environmentally safe landscaping practices by using natural fertilizers and no chemicals in areas surrounding city buildings.
- Reduce mowing wherever possible. Install rain barrels and rain gardens at city facilities to reduce runoff.

City of Sheboygan
spirit on the lake.

Department of City Development
828 Center Ave.
Sheboyan, WI 53081
(920) 459-3377
www.sheboyganwi.gov

ACTION STEPS

For the 2014-2019 5-Year Action Plan, the Sheboygan Sustainable Task Force in conjunction with the Strategic Fiscal Planning Committee of the Common Council has endorsed the action items associated with each objective. Action steps have been divided into two groups, short-term (implementation in 0-3 years) and long-term (implementation in 4 or more years).

Short - Term Action Steps

Energy

- Develop an internal policy that when a new street light/park light is replaced, it is replaced with energy efficient lighting, such as LED fixtures.
- Ensure that building codes allow for development of solar, wind, geothermal, and biomass energy sources, with guidelines to protect public safety and maintain community standards for aesthetics.

Local Food

- Support sustainable gardening by creating an example set of rules against artificial fertilizers and pesticides and encourage community gardens to adopt these rules to protect people, water, and wildlife.
- Revise the zoning code ordinance to address community gardens, temporary or permanent, as permitted or conditional land uses in all districts.
- Partner with the Sustainable Task Force to provide food education for citizens to learn about the importance of growing, preserving and buying local and organic food, local food safety, such as advisories on fish eaten from the Sheboygan River.

Natural Resources

- Consider developing maximum impervious thresholds for all zoning districts based on total building and hard surface lot coverage.
- Install low-flow faucet aerators and toilets at municipal sites.
- Review City building codes to update standards for water conserving plumbing fixtures.
- Offer education about how residents can reduce water useage and collect water for use.
- Include educational brochures with quarterly billings.
- Create a rain barrel program allowing citizens to purchase and learn how to use rain barrels.
- Compile and distribute a resource containing a list of hardy native plants appropriate for landscaping, and the importance of rain gardens.
- Review City weed and tree ordinances to ensure they do not discourage native landscaping practices.

Waste

- Explore the merits of a pay-as-you-throw policy for material disposal programs, evaluating either weight or volume of waste such as purchased City garbage bags.
- Consider recycling containers in public areas and at public events next to waste barrels.
- Provide education on setting up and maintaining compost bins at home, community gardens, and the workplace for organic waste (e.g. grass, leaves, brush, fruit and vegetable trimmings and garden debris).

Trans.

- Address polluted run-off issues related to salt usage and other methods of snow and ice removal.

Economic Development

- Promote, expand, and offer business incentives to attract green-collar companies including special funding and financing options.
- Work with the Sheboygan County Economic Development Corp. and the Chamber of Commerce to develop a marketing piece aimed at attracting industry in the sustainability sector.
- Create a sustainable best practices hand out for event planners, and work to attract sustainability-related conventions and events.
- Compile a list of companies in the region who show the value of the triple bottom line.
- Collaborate with the Chamber and local colleges to hold an annual conference to promote sustainability.

Government

- Officially designate a City staff member as the Sustainability Coordinator responsible for coordination of sustainability activities.
- Incorporate sustainability responsibilities in job descriptions for relevant city staff.
- Form a green team of representatives from each department under direction of the Sustainability Coordinator to evaluate and implement internal sustainable actions.
- The Common Council shall designate the Sustainable Task Force to move the Sustainability Plan forward, provide information for the public, and review pertinent resolutions going before the Common Council.
- Continue to involve the public in sustainability activities through the website, online surveys, social networks, governmental meetings, and workshops. Review the Sustainability Plan annually. Present an update of how well the city is meeting sustainability targets at the State of the City event presented by the Mayor.
- Review and adopt recycling practices at all municipal facilities.
- Encourage use of 100% post-consumer recycled content products.

Short- & Long-Term Action Steps

Natural Resources

- Consider a program offering City stormwater utility rebate/credits for exceeding requirements for on-site stormwater management.
- Review ordinances to ensure the City is able to address drought situations by curtailing or banning non-essential water uses.
- Control non-native invasive species in right-of-ways, parks and other pubic areas.
- Offer innovative incentives for water conservation improvements such as plumbing fixtures.
- Explore a plastic bag reduction program.

Waste

- Provide informatin and incentives to promote recovery, reuse, and recyling of demolition debris and building scraps at construction sites.
- Create a pilot project to make an established community event zero-waste by using products that are bio-based, recycleable, or compostable using glass, bio-plastics and paper products instead of plastic and styrofoam. Go on to include sustainable practices at all events, and create incentives to promote zero-waste events.

Land Use & Planning

- Offer innovative incentives for water conservation improvements such as plumbing fixtures.
- Explore LEED's Neighborhood Design Rating System to help plan for more compact and complete neighborhoods.
- Consider green building for all new city building and remodeling projects.
- Consider offering incentives for green building and remodeling projects or requiring green buildings in Tax Increment Districts.
- Consider a green roof pilot project on a city building. Green roofs absorb and clean rainwater, provide insulation, create habitat for wildlife and help to lower urban air temperatures.

Economic Development

- Establish venues for disseminating information to consumers on environmental product labeling.
- Create partnerships with area businesses to assist in informing consumers on environmentally and socially responsible choices.
- Inventory existing job training programs and link them to information provided in the green jobs needs assessment.
- Develop a strategy to secure available government and private funding to grow the industry.
- Analyze the potential for a "green business" incubator in the city.

Economic Development

- Highlight and market the Sheboygan's infrastructure and amenities attractive to green technology businesses.
- Encourage local businesses to adopot sustainable accounting practices by leading by example and sharing successes.
- Promote the Wisconsin Department of Natural Resources' Green Tier Program which supports environmentally innovative companies who go beyond compliance with minimum regualtory standards while improving their bottom line.
- Follow standardized environmental management procedures, such as International Organization for Standardization (ISO) 14001.

Government

- Require energy modeling as part of architectural design in all new public building construction to help determine the greatest efficiencies for energy conservation.
- When possible, utilize Full Cost Accounting (FCA) to analyze all costs, advantages, and alternatives. Define 'cost' not just as the monetary cost, but also include social, environmental and life cycle costs. Use this process rather than relying solely on the low bid process.
- Eventually reduce or eliminate non-green products and cleaners.
- Demonstrate environmentally safe landscaping practices by using natural fertilizers and no chemicals in areas surrounding city buildings.
- Reduce mowing wherever possible. Install rain barrels and rain gardens at city facilities to reduce runoff.

VI

R. C. No. ____ - 14 - 15. By FINANCE. February 2, 2015.

Your Committee to whom was referred R. O. No. 185-14-15 by the City Clerk submitting a communication from Kristina Gohr for alleged damages to her vehicle when she was hit by a Department of Public Works truck as she was driving; recommends that the document be placed on file and to pay the claim in the amount of $3,944.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.6

R. O. No. 185- 14 - 15. By CITY CLERK. November 17, 2014.

Submitting a communication from Kristina Gohr for alleged damages to her vehicle when she was hit by and Department of Public Works truck as she was driving.

Susan Richards
City Clerk

Finance
File & pay claim in amt of $3944.00

II

DATE RECEIVED 11-5-14 RECEIVED BY LSSchroeder

CLAIM NO. 23-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

14 PM 4:22

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Kristina Gohr Cathy Gohr 1-12-15
2. Home address of Claimant: 655 Aspen Grove Sheboygan Falls, WI 53085
3. Home phone number: (920) 838-4957
4. Business address and phone number of Claimant:
5. When did damage or injury occur? (date, time of day) 9/15/2014 13:42
6. Where did damage or injury occur? (give full description) The department of public works truck hit the back right passenger side of my van. The vehicle now makes lot's of noises and is badly dented.

Property Damage

7. How did damage or injury occur? (give full description) I was driving south on N. 9th Street The Department of Public Works truck was stopped loading garbage. I slowed down to pass the truck. The truck then started to pull off as I passed. The truck then quickly hit the back right passenger side of my vehicle.

Property Damage

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

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

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

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

   (a) Public property alleged to be dangerous:

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

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

Injuries. My two children Jayden and Camden Dudley were both complaining of neck, chest and stomach pain. They saw the doctor the same day. Jayden had visible bruising/marks on upper chest. Camden had visible bruising on his stomach. Both due to lap belt during impact.

11. Name and address of any other person injured: Jermaine Hampton (414) 208-8033 655 Aspen Grove Sheboygan Falls. Went to the ER complaining of leg, back and neck pain.

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

Auto: $ 5,291.16

Property: $

Personal injury: $ 2,000.00

Other: (Specify below $ 600 / loss of use or vehicle rental will be needed.

TOTAL $ 7,891.16

Damaged vehicle (if applicable)

Make: Kia Model: Sedona Year: 2006 Mileage: 110,000

Names and addresses of witnesses, doctors and hospitals:

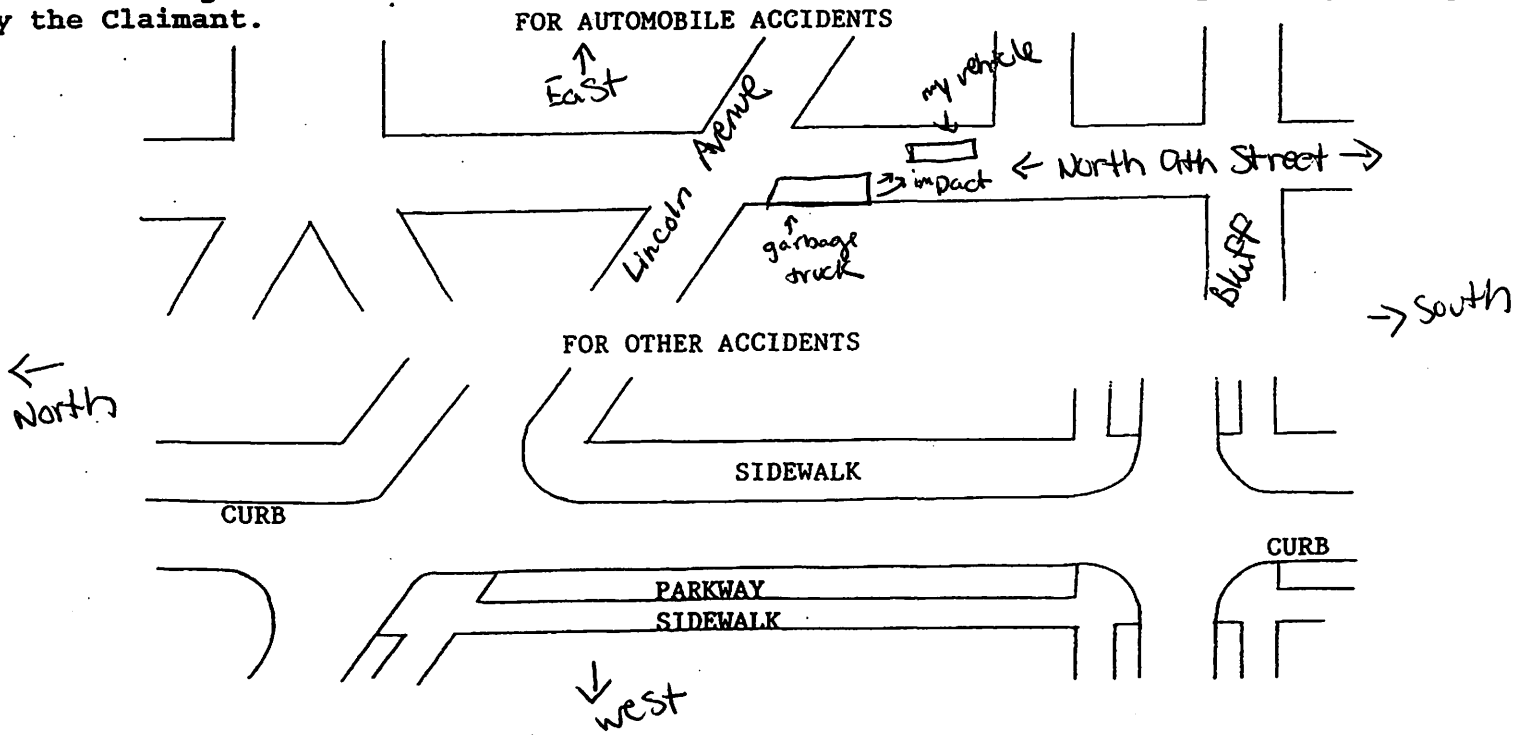
Sheboygan Pediatric 2920 Superior Avenue Dr. Traager (920) 458-3331

St. Nicholas Hospital 3100 Superior Avenue (920) 459-8300 Emergency Room

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

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS

SIGNATURE OF CLAIMANT: Kristina John / Cathy John 10-12-15 Date: 10/21/2014

turnover

#10 continued: Both children now experience anxity whenever in a vehicle.

DATE RECEIVED 11-5-14

RECEIVED BY L.S. Schaefer

CLAIM NO. 23-14

NOV 5 '14 PM 4:22

CLAIM

Claimant's Name: Kristina Gohr

Claimant's Address: 655 Aspen Grove
Sheboygan Falls, WI 53085

Claimant's Phone No. (920) 838-4957

Auto $ 5,291.16

Property $

Personal Injury $ 2,000.00

Other (Specify below) $ 600.00
loss of use / rental needed

TOTAL $ 7,891.16

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 7,891.16.

SIGNED: Kristina Gohr / Cathy Gohr 1-12-15 DATE: 10/21/2014

ADDRESS: 655 Aspen Grove Sheboygan Falls, WI 53085

Wisconsin Motor Vehicle Accident Report

MV4000e 01/2005

P0QV03N

PK2011

POLICE # C14-17605

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: P0QV03N	Document Override Number:
Agency Accident Number:		Police Number: C14-17605		
4 - Accident Date: 09/15/2014	5 - Time of Accident (Military Time): 1342	6 - Total Units: 02	7 - Total Injured: 00	8 - Total Killed: 00
2 - County: SHEBOYGAN - 59	3 - Municipality: SHEBOYGAN - 61, CITY		11 - Accident Location: NON-INTERSECTION	
14 - On Hwy No.:	14 - On Street Name: N 9TH ST	14 - Bus/Frnt/Rmp:	15 - Est. Dist: 120	Ft/Mi: F / 15 - Hwy. Dir: SOUTH
16 - Fr/At Hwy No.:	16 - From/At Street Name: LINCOLN AVE	16 - Business/Frontage/Ramp:		
17 - Structure Type:	17 - Structure Number:	12 - Latitude:	13 - Longitude: -	
80 - First Harmful Event: MOTOR VEHICLE IN TRANSPORT	93 - Manner of Collision: SIDESWIPE. SAME DIRECTION			
112 - Access Control: NO CONTROL	113 - Road Curvature: STRAIGHT	113 - Road Terrain: LEVEL/FLAT	Surface Type: BLACKTOP (BITUMINOUS) - 2	
115 - Traffic Way: NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)				
117 - Relation To Roadway: ON-ROADWAY				
114 - Light Condition: DAYLIGHT	116 - Road Surface Condition: WET	118 - Weather: RAIN		
9 ☐ Hit and Run	9 ☐ Government Property	9 ☐ Fire	9 ☒ Photos Taken	9 ☐ Trailer or Towed
9 ☒ Truck, Bus, or Hazardous Materials	9 ☐ Load Spillage	9 ☐ Construction Zone	9 ☐ Names Exchanged	
101 ☐ Supplemental Reports	102 ☐ Witness Statements	103 ☐ Measurements Taken	79 - E M S Number:	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status:	81 - Most Harmful Event: Collision With: MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel: SOUTH	24 - Speed Limit: 25
36 - Operating as Classified: B CLASS	37 - Endorsements:	35 ☒ Operating Commercial Motor Vehicle	
29 - Driver's License Number: [redacted]	30 - State: WI	31 - Expiration Year: 2015	34 - On Duty Accident:
25 - Operator/Pedestrian Last Name: KUNSTMAN JR	25 - First Name: EUGENE	25 - Middle Initial: ALAN	25 - Suffix:
32 - Date Of Birth: [redacted]	33 - Sex: MALE		
26 - Address Street & Number: [redacted]	26 - PO Box:		
27 - City: [redacted]	27 - State: [redacted]	27 - Zip Code: [redacted]	28 - Telephone Number: [redacted]
39 - Seat Position: FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)	40 - Safety Equipment: SHOULDER-BELT-AND-LAP-BELT-USED		
38 - Injury Severity: N - NO APPARENT INJURY	41 - Airbag: NOT APPLICABLE	42 - Ejected: NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated: NOT-TRAPPED	92 - Pedestrian Location:	92 - Pedestrian Action:	
119 - What Driver Was Doing: MERGING	120 - Traffic Control: NO-CONTROL	62 - No. of Citations Issued:	
64 - 1st Statute No.:	64 - 2nd Statute No.:	64 - 3rd Statute No.:	64 - 4th Statute No.:	64 - 5th Statute No.:
122 - Driver Factors: FAIL-TO-YIELD-RIGHT-OF-WAY				
88 - Driver or Pedestrian Cond: APPEARED NORMAL	89 - Substance Presence: NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
90 - Alcohol Test: TEST NOT GIVEN	90 - Alcohol Content:	91 - Drug Test: TEST-NOT-GIVEN		

91 - Drugs Reported

124 - Highway Factors
NARROW-SHOULDER, OTHER

Vehicle

VEHICLE 01

21 - Unit Type	Vehicle Type	22 - Total Occupants
TRUCK	STRAIGHT-TRUCK-(INSERT TRUCK)	2

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
[redacted]	MUN	WI		[redacted]

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2013	PTRB	GARBAGE	CB	WHI	

94 - Vehicle Damage
FRONT DRIVER SIDE

95 - Extent Of Damage	96	97 - Vehicle Removed By
VERY-MINOR	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth

46 - Company Name
SHEBOYGAN CITY

47- Address Street & Number	47 - PO Box
828 CENTER AVE #205	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	(920) 459-3442 EXT.

Insurance

INS 01

63 - Liability Insurance Company	60
GOVERNMENT	☐ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name

61 - Policy Holder Company

School Bus

BUS 01

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	SOUTH	25

36 - Operating as Classified	37 - Endorsements	35
D CLASS		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
G6005128483904	WI	2017	

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
GOHR	KRISTINA	L	

32 - Date Of Birth	33 - Sex
09/19/1984	FEMALE

PK2011

OPERATOR/PEDESTRIAN 02

26 - Address Street & Number 655 ASPEN GROVE			26 - PO Box
27 - City SHEBOYGAN FALLS	27 - State WI	27 - Zip Code 53085	28 - Telephone Number (920) 838-4957 EXT.
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)		40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED	
38 - Injury Severity N - NO APPARENT INJURY	41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing OVERTAKING-ON-LEFT	120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
122 - Driver Factors LEFT-OF-CENTER			
88 - Driver or Pedestrian Cond APPEARED NORMAL	89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test TEST-NOT-GIVEN	
91 - Drugs Reported			
124 - Highway Factors OTHER			

Vehicle

VEHICLE 02

21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 6
56 - License Plate Number 501VAM	57 - Plate Type AUT	58 - State WI	59 - Exp Year 2015	55 - Vehicle Identification Number KNDMB233266033181	
50 - Year 2006	51 - Make KIA	52 - Model SEDONA EX/	53 - Body Style VN	54 - Color BLU	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage REAR PASSENGER SIDE					
95 - Extent Of Damage MINOR	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name GOHR	46 - First Name CATHY	46 - Middle Initial J	46 - Suffix	Date Of Birth 12/14/1955
46 - Company Name				
47- Address Street & Number 655 ASPEN GROVE		47 - PO Box		
48 - City SHEBOYGAN FALLS	48 - State WI	48 - Zip Code 53085	49 - Telephone Number (920) 838-4957 EXT.	

Insurance

PK2011

INS 02

63 - Liability Insurance Company	60
ACUITY, A MUTUAL INSURANCE CO	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name
GOHR	CATHY

61 - Policy Holder Company

School Bus

BUS 02

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With

Occupant

OCCUPANT 01

☐ Address Same As Operator

65 - Unit No	66 - Occupant Last Name	66 - First Name	66 - Middle Initial	66 - Suffix
01	BRILL	JASON	J	

68 - Address Street & Number	68 - PO Box
[redacted]	

68 - City	68 - State	68 - Zip Code
[redacted]	[redacted]	[redacted]

67 - Date of Birth	69 - Sex
[redacted]	[redacted]

[redacted]	72 - Safety Equipment
PASSENGER-IN-OTHER-UNENCLOSED-PASSENGER-OR-CARGO-ARE	NONE-USED-VEHICLE-DRIVER/OCCUPANT

70 - Injury Severity	73 - Airbag	75 - Ejected	77
N - NO APPARENT INJURY	NOT APPLICABLE	NOT-EJECTED	☐ Medical Transport

76 - Trapped/Extricated	78 - Agency Space
NOT-TRAPPED	

Occupant

OCCUPANT 02

☐ Address Same As Operator

65 - Unit No	66 - Occupant Last Name	66 - First Name	66 - Middle Initial	66 - Suffix
02	HAMPTON	JERMAINE	A	

68 - Address Street & Number	68 - PO Box
[redacted]	

68 - City	68 - State	68 - Zip Code
[redacted]	[redacted]	[redacted]

67 - Date of Birth	69 - Sex
[redacted]	MALE

71 - Seat Position	72 - Safety Equipment
FRONT-SEAT-RIGHT-SIDE-(TRAIN ENGINEER)	SHOULDER-BELT-AND-LAP-BELT-USED

70 - Injury Severity	73 - Airbag	75 - Ejected	77
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

76 - Trapped/Extricated	78 - Agency Space
NOT-TRAPPED	

Occupant

OCCUPANT 03

☒ Address Same As Operator

65 - Unit No	66 - Occupant Last Name	66 - First Name	66 - Middle Initial	66 - Suffix
02	[redacted]	[redacted]	[redacted]	

68 - Address Street & Number	68 - PO Box
[redacted]	

68 - City	68 - State	68 - Zip Code
[redacted]	[redacted]	[redacted]

67 - Date of Birth	69 - Sex
[redacted]	[redacted]

[redacted]	72 - Safety Equipment
SECOND-SEAT-LEFT-SIDE-(MC/BIKE PASSENGER, TRAIN BREAKMA	CHILD-SAFETY-SEAT-USED

70 - Injury Severity	73 - Airbag	75 - Ejected	77
N - NO APPARENT INJURY	NOT APPLICABLE	NOT-EJECTED	☐ Medical Transport

76 - Trapped/Extricated	78 - Agency Space
NOT-TRAPPED	

Occupant

OCCUPANT 04

☒ Address Same As Operator

65 - Unit No	66 - Occupant Last Name	66 - First Name	66 - Middle Initial	66 - Suffix
02	[redacted]	[redacted]	[redacted]	

68 - Address Street & Number	68 - PO Box
[redacted]	

68 - City	68 - State	68 - Zip Code
[redacted]	WI	53085

67 - Date of Birth	69 - Sex
[redacted]	FEMALE

[redacted]	72 - Safety Equipment
SECOND-SEAT-RIGHT	CHILD-SAFETY-SEAT-USED

70 - Injury Severity	73 - Airbag	75 - Ejected	77
N - NO APPARENT INJURY	NOT APPLICABLE	NOT-EJECTED	☐ Medical Transport

76 - Trapped/Extricated	78 - Agency Space
NOT-TRAPPED	

Occupant

OCCUPANT 05

☒ Address Same As Operator

65 - Unit No	66 - Occupant Last Name	66 - First Name	66 - Middle Initial	66 - Suffix
02	[redacted]	[redacted]	L	

68 - Address Street & Number	68 - PO Box
[redacted]	

68 - City	68 - State	68 - Zip Code
[redacted]	[redacted]	[redacted]

67 - Date of Birth	69 - Sex
1[redacted]	MALE

71 - Seat Position	72 - Safety Equipment
THIRD-ROW-LEFT-SIDE-(SIDECAR: MOTORCYCLE PASSENGER)	CHILD-SAFETY-SEAT-USED

70 - Injury Severity	73 - Airbag	75 - Ejected	77
N - NO APPARENT INJURY	NOT APPLICABLE	NOT-EJECTED	☐ Medical Transport

76 - Trapped/Extricated	78 - Agency Space
NOT-TRAPPED	

Occupant

OCCUPANT 06

☒ Address Same As Operator

65 - Unit No	66 - Occupant Last Name	66 - First Name	66 - Middle Initial	66 - Suffix
02	DUDLEY	CAMDEN	D	

68 - Address Street & Number	68 - PO Box
[redacted]	

68 - City	68 - State	68 - Zip Code
[redacted]	[redacted]	[redacted]

67 - Date of Birth	69 - Sex
[redacted]	MALE

71 - Seat Position	72 - Safety Equipment
THIRD-ROW-RIGHT-SIDE	CHILD-SAFETY-SEAT-USED

70 - Injury Severity	73 - Airbag	75 - Ejected	77
N - NO APPARENT INJURY	NOT APPLICABLE	NOT-EJECTED	☐ Medical Transport

76 - Trapped/Extricated	78 - Agency Space
NOT-TRAPPED	

Diagram and Narrative

105 - PHOTOS BY
OFFICER KRUEGER/DPW

DIAGRAM AND NARRATIVE

UNIT 1 IS A CITY OF SHEBOYGAN GARBAGE TRUCK WHICH HAD STOPPED IN FRONT OF 1814 N. 9TH ST. FOR COLLECTION. UNIT 1 WAS CANTED AT AN ANGLE FACING SSW. THE ROADWAY IS 40 FEET WIDE AND THERE WAS A TOYOTA VAN PARKED DIRECTLY IN FRONT OF UNIT 1. ACROSS FROM AND ONE CAR LENGTH NORTH OF THE TOYOTA VAN WAS A PARKED FORD EXPLORER. UNIT 2 WAS SB ON N. 9TH ST. APPROACHING UNIT 1. UNIT 2 WAS PROCEEDING TO PASS BY UNIT 1 ON THE LEFT AS UNIT 1 STARTED TO MOVE FORWARD. THE LEFT FRONT BUMPER OF UNIT 1 SIDESWIPED THE RIGHT BACK QUARTER PANEL OF UNIT 2. BOTH UNITS HAD MOVED FROM THE POINT OF IMPACT AND THERE WAS NO DEBRIS/MARKS FOUND IN THE ROADWAY TO PINPOINT THE EXACT LOCATION OF IMPACT. #213

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
KRUEGER	BRIAN		213

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	(920) 459-3333 EXT.

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
09/15/2014	1342	1350	09/15/2014

Agency Accident Number	Police Number	19 - Special Study
	C14-17605	

18 - Agency Space
CAR 14 NO VIDEO

Truck and Bus

136 ☒ A truck or truck combination > 10,000 lbs GVWR/GCWR

136 ☐ Any vehicle displaying a hazardous materials placard

136 ☐ A vehicle designed to carry 9 or more people, including the driver

136 ☐ Fatal Injury

136 ☐ Medical Transport

136 ☐ One or more vehicles towed from the scene due to disabling damage

Unit Number

PK2011

TRUCK/BUS

137 - Hazardous Materials Class Numbers					
137 - Hazardous Materials "UN" Nos.	Hazardous Material Placard Displayed ☐		Hazardous Cargo Was Released ☐		
137 - Name Of Hazardous Materials in this Load		137 - Name Of Hazardous Materials Released			
138 Interstate Carrier ☐	140 - US DOT No.	140 - ICC MC No.	LC No.	IC No.	141 - Source
139 - Carrier Name					
142 - Carrier Address		City	State	Zip Code	
143 - GVWR (Lbs)	144 - Total No. of Axles	145 - Vehicle Configuration		147 - Cargo Body Type	
146 - First Event		146 - Second Event			
146 - Third Event		146 - Fourth Event			

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

***** PRELIMINARY ESTIMATE *****

10/08/2014 06:35 PM

Owner

Owner: KRISTINA GOHR
Address: 655 ASPEN GROVE
City State Zip: Sheboygan Falls, WI 53085
Email: gohrkl19@yahoo.com
Work/Day: (920)838-4957
FAX:

Inspection

Inspection Date: 10/08/2014 06:33 PM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Right Rear Side
Driveable: Yes
Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:
Rental Assisted:

Appraiser Name: PHIL BLACK
Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:
Days To Repair: 5

Remarks

*** Original Estimate ***

Vehicle

2006 Kia Sedona LX 4 DR Passenger Van
6cyl Gasoline 3.8
5 Speed Automatic

Lic.Plate: 501-VAM
Lic Expire:
Prod Date: 11/2005
Veh Insp# :
Condition:
Ext. Color: VELVET BLUE MET
Ext. Refinish: Two-Stage
Ext. Paint Code: K5
Lic State: WI
VIN: KNDMB233266033181
Mileage: 110,919
Mileage Type: Actual
Code: KA614B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

7 Passenger Seating	AM/FM CD Player	Alarm System
Anti-Lock Brakes	Center Console	Cruise Control
Dual Air Conditioning	Dual Airbags	Head Airbags

Heated W/S Wiper Washers	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Overhead Console	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Privacy Glass	Rear Window Defroster
Rear Window Wiper/Washer	Side Airbags	Sliding Driver Side Door
Stability Cntrl Suspensn	Tachometer	Tilt Steering Wheel
Tinted Glass	Traction Control System	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	198		Mldg,Rear Door Side RT	R & I Assembly				0.3	SM
2	E	343		Guard,Stone RT	877664D000	$26.10				SM
3	L	343		Guard,Stone RT	Refinish				0.1	RF
					0.1 Surface					
Front Suspension										
4	N	970		Susp Align,4 Wheel	Additional Labor				1.5*	SM*
Rear Doors										
5	BR	288		Door Shell,Sliding RT	Blend Refinish				1.5	RF
					1.0 Blend					
					0.5 Two-stage					
6	RI	274		W/Strip,Belt Outer RT	R & I Assembly				0.2	SM
7	RI	330		Tape,Rear Door RT	R & I Assembly				0.5	SM
8	RI	306		Handle,Sliding Dr Oute RT	R & I Assembly				0.2	SM
Quarter And Rocker Panel										
9	BR	179	13	Panel,Bodyside Otr Upr RT	Blend Refinish				1.9	RF
					0.9 Blend					
					0.6 Two-stage setup					
					0.4 Two-stage					
10	BR	630		Panel,Rocker Rear RT	Blend Refinish				0.7	RF
					0.5 Blend					
					0.2 Two-stage					
11	E	353	07	Panel,Bodyside Rear RT	711234D510	$1,107.40			27.1	SM
12	L	353		Panel,Bodyside Rear RT	Refinish				6.0	RF
					3.0 Surface					
					2.0 Edge					
					1.0 Two-stage					
Inner Quarter & Panels										
13	I	528	07	Panel,Bodyside Inner RT	Repair				3.0*	SM
14	L	528		Panel,Bodyside Inner RT	Refinish				1.4	RF
					1.2 Surface					
					0.2 Two-stage					
15	E	302		Shield,Quarter Inner RT	868224D001	$66.45			0.3	SM
Rear Bumper										
16	EC	576		Cover,Rear Bumper	Replace Economy	$313.00*			0.7	SM
17	L	576		Cover,Rear Bumper	Refinish				3.1	RF
					2.6 Surface					
					0.5 Two-stage					
18	E	578		Brkt,Rear Bumper Mtg RT	866224D000	$14.35			INC	SM
Manual Entries										
19	L	M14		Corrosion Protection	Refinish				0.2*	RF

20	EC	Cover car exterior	Replace Economy	$5.00*	0.2*	SM
21	EC	Pinstripes-Tape	Replace Economy	$38.00*	0.3*	SM
22	EC	Flex Additive	Replace Economy	$6.50*		RF
23	N	De-Nib and polish	Additional Labor			SM*
24	EC	Ureth,adhes,bonding kits	Replace Economy	$45.00*		SM
25	N	Hazad, waste	Additional Labor	$5.00*		SM
26	N	CLEAN & RETAPE MLDG	Additional Labor	$5.00*	0.3*	SM*

26 Items

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$1,214.30	
Other Parts		$417.50	
Paint Materials		$536.40	
Parts & Material Total			$2,168.20
Tax on Parts & Material	@ 5.000%		$108.41

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$58.00	29.8	4.8	34.6	$2,006.80
Mech/Elec (ME)	$75.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00	14.9		14.9	$864.20
Paint Materials	$36.00				

Labor Total		49.5 Hours		$2,871.00
Tax on Labor	@ 5.000%		$143.55	
Gross Total				**$5,291.16**
Net Total				**$5,291.16**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
SPPL Yes Zip Code: 53081 Default

Audatex Estimating 7.0.334 ES 10/08/2014 06:45 PM REL 7.0.334 DT 09/01/2014 DB 10/01/2014

3.4 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST

INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

DICK BRANTMEIER FORD-LINCOLN-MERCURY
3624 KOHLER MEMORIAL DRIVE
SHEBOYGAN, WI 53082-0026
OFFICE: 920-458-6111 FAX: 920-451-8198

***** PRELIMINARY ESTIMATE *****

10/07/2014 02:17 PM

Owner

Owner: KRISTINA GOHR
Address: 655 ASPIN GROVE
City State Zip: Sheboygan Falls, WI 53085
Work/Day: (920)838-4957
FAX:

Inspection

Inspection Date: 10/07/2014 02:18 PM
Inspection Type:

Company: BRANTMEIER FORD
Contact: DALE SPAETH
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)458-6111
FAX: (920)451-8198

Repairer

Repairer: DICK BRANTMEIER FORD
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081
Contact:
Work/Day: (920)458-6111
Work/Day:

Vehicle

2006 Kia Sedona EX 4 DR Passenger Van
6cyl Gasoline 3.8
5 Speed Automatic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage
VIN: KNDMB23326603181
Mileage: 110,000
Mileage Type: Actual
Code: KA614C
Int. Refinish: Two-Stage

Options

7 Passenger Seating	Alarm System	Aluminum/Alloy Wheels
Anti-Lock Brakes	Automatic Dimming Mirror	Bodyside Cladding
Cargo/Trunk Net	Center Console	Compact Disc W/Tape
Cruise Control	Dual Air Conditioning	Dual Airbags
Dual Power Seats	Fog Lights	Garage Door Opener
Head Airbags	Heated Power Mirrors	Heated W/S Wiper Washers
Heated Windshield	Intermittent Wipers	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	MP3 Player
Overhead Console	Power Brakes	Power Door Locks
Power Steering	Power Windows	Privacy Glass
Rear Window Defroster	Rear Window Wiper/Washer	Roof/Luggage Rack
Side Airbags	Sliding Driver Side Door	Stability Cntrl Suspensn
Tachometer	Tilt Steering Wheel	Tinted Glass
Traction Control System	Trip Computer	Velour/Cloth Seats
Wood Interior Trim		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Rear Doors										
1	BR	288	13	Door Shell,Sliding RT	Blend Refinish				2.2	RF
					1.1 Blend					
					0.6 Two-stage setup					
					0.5 Two-stage					
Quarter And Rocker Panel										
2	L	632		Panel,Quarter RT	Refinish				INC	RF
3	EU	353	07	Panel,Bodyside Rear RT	Replace Recycled	$400.00*	+25.00		27.4	SM
4	L	353		Panel,Bodyside Rear RT	Refinish				6.6	RF
					3.5 Surface					
					2.0 Edge					
					1.1 Two-stage					
Rear Bumper										
5	EC	576		Cover,Rear Bumper	Replace Economy	$285.00*			0.7	SM
6	L	576		Cover,Rear Bumper	Refinish				3.1	RF
					2.6 Surface					
					0.5 Two-stage					
7	E	578		Brkt,Rear Bumper Mtg RT	866224D000	$14.35			INC	SM
Manual Entries										
8	EC	M14		Corrosion Protection	Replace Economy				0.3*	RF
9	EC	M17		Cover Car Exterior	Replace Economy	$5.00*				RF
10	SB	M60		Hazardous Waste Removal	Sublet Repair	$3.00*				SM
11	N			D-TRIM	Additional Labor				6.0*	SM*
				>> D-TRIM QUARTER						

11 Items

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	$14.35	
Other Parts	$690.00	
Paint Materials	$439.20	
Line Item Markup	$100.00	
Parts & Material Total		$1,243.55
Tax on Parts & Material	@ 5.000%	$62.18

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	28.1	6.0	34.1	$1,977.80
Mech/Elec (ME)	$85.00				
Frame (FR)	$60.00				
Refinish (RF)	$58.00	12.2		12.2	$707.60
Paint Materials	$36.00				

Labor Total		46.3 Hours	$2,685.40
Tax on Labor	@ 5.000%	$134.27	

Sublet Repairs		$3.00	
Tax on Sublet	@ 5.000%	$0.15	
Gross Total			**$4,128.55**
Net Total			**$4,128.55**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default

Audatex Estimating 7.0.334 ES 10/07/2014 02:22 PM REL 7.0.334 DT 09/01/2014 DB 10/01/2014

2.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

VI

R. C. No. ____ - 14 - 15. By FINANCE. February 2, 2015.

Your Committee to whom was referred R. O. No. 201-14-15 by the City Clerk submitting a claim from Jeffrey and Kendra Johnson for alleged damages to their basement when the sewer backed up; recommends that the document be placed on file and to pay the claim in the amount of $262.50.

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

4.2

R. O. No. 201 - 14 - 15. By CITY CLERK. December 15, 2014.

Submitting a claim from Jeffrey and Kendra Johnson for alleged damages to their basement when the sewer backed up.

Finance

file & pay claim in amt of $262.50

Susan Richards
City Clerk

II

E RECEIVED 12-9-14

RECEIVED BY LS Schneider

CLAIM NO. 24-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

DEC 9'14 AM10:37

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Jeffrey / Kendra Johnson
2. Home address of Claimant: 627 S. 26th St. Sheboygan 53081
3. Home phone number: 920-458-9750
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 11-30-14 12 pm
6. Where did damage or injury occur? (give full description) SEWER BACKUP IN BASEMENT
7. How did damage or injury occur? (give full description) Sewer backup in basement, called the city - was told to call plumber. Called D+M plumbing who pulled 2 manhole's north of our residence + found standing water He (plumber) called city dispatch again + they came + opened sewer.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: Don't know.

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

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

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

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

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

No injuries

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

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

Auto: $

Property: $ N/A

Personal injury: $

Other: (Specify below $ 262.50

HAD SEWER BACK UP CALLED TWICE AND WAS TOLD NOT YOUR PROBLEM. CALLED PLUMBER AND HE LOOKED AT CITY SEWERS AND WERE BACKED UP FILLING MY BASEMENT. YOUR RESPONSIBILITY, PLEASE REFUND.

TOTAL

Damaged vehicle (if applicable)

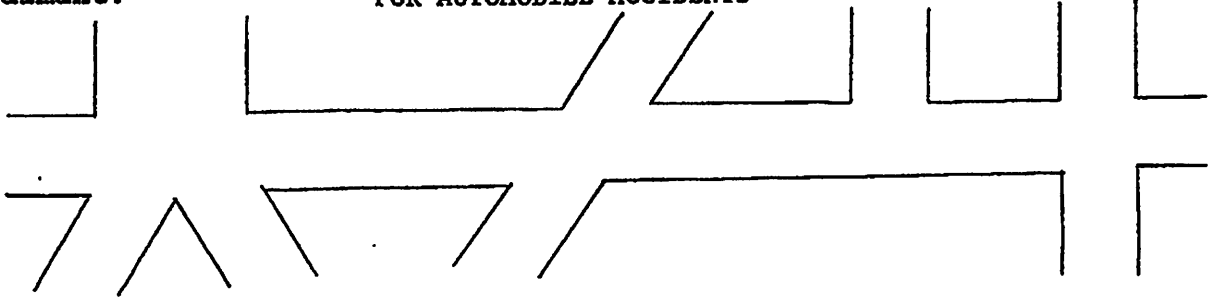
Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

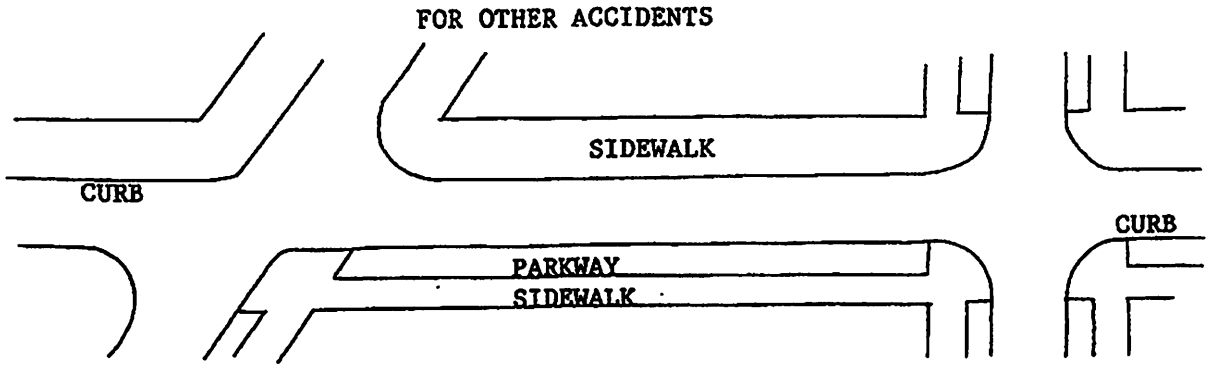
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Kendra Johnson Date: 12-10-2014

RECEIVED 12-9-14

RECEIVED BY LS Schroeder

CLAIM NO. 2414

DEC 10 '14 AM 11:05

CLAIM

Claimant's Name: Jeffrey Johnson

Claimant's Address: 627 S. 26th St
Sheboygan WI 53081

Claimant's Phone No. 920-458-9750

Auto	$
Property	$
Personal Injury	$
Other (Specify below)	$ 262.50
TOTAL	$262.50

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 262.50.

If any questions Bill @ D+M plumbing will state that the problem was the sewer # 920-377-0627. and that we should be reimbursed for this bill.

SIGNED: Kendra Johnson

DATE: 12/8/14

ADDRESS: 627 S. 26th St
Sheboygan WI 53081

Bill 920-377-0627

WORK ORDER

(Subject to the Terms and Conditions on reverse side of this page)

Customer No.

Call Date	Time	AM PM	Job Address	City	Zip	☐ Owner ☐ Tenant
11/30/14			627 S. 26th ST	SHEBOYGAN		

Customer Name: JEFF Johnson

Billing Last First

P.O./Caller

Add'l. Work Authorized By Name

Initials

Not To Exceed $

Estimated Price $

Please pay technician at time of service or a $10.00 billing fee will be added to invoice.

Address ☐ Same

City/Zip

Time Promised ☐ AM ☐ PM

Phone When Ready ☐ Yes ☐ No

COLLECT ☐ COMMERCIAL ACCOUNT ☐

INSTRUCTIONS WATER Coming In From FLOOR DRAIN

PAID IN FULL

PAID 262.50 CK #2684 BILL N. 11-30-14

D&M

PLUMBING & HEATING CO., INC.

1020 MICHIGAN AVENUE · SHEBOYGAN, WI 53081

(920) 452-9666 · FAX (920) 452-3357

www.dmplbg.com

MP5602

Res. Phone

Bus. Phone 920-458-9750

Extension

Labor Rate Based On ☐ Regular ☐ Emergency $_____ per hour

Cell Number

QTY.	OFFICE	DESCRIPTION	SALE	QTY.	OFFICE	DESCRIPTION	SALE	QTY.	OFFICE	DESCRIPTION	SALE
		(3) TOTAL				(2) TOTAL				(1) TOTAL	

CREDIT CARD ☐ Visa ☐ MC ☐ AMEX

#

Exp. Date CVD

X CUSTOMER SIGNATURE

Check No.

☐ This payment received without face to face customer contact.

AUTHORIZATION #

Service Date

Service Tech. BILL N 2 HRS

Service Tech. Comments I PULLED MAN HOLE'S NORTH OF RESIDENCE AND FOUND 2- MANHOLES ~~HAD~~ HAD STANDING WATER. WE CALLED CITY DISPATCH AND GOT DPW TO COME OUT AND Jet Sewer MAIN TO OPEN UP SEWER

Model Number: Serial Number:

Payment made by: ☐ Cash ☐ Credit Card ☐ Check Initials:

To the best of my knowledge, the above has been completed to my satisfaction. Furthermore, I have read and understand your terms and conditions on the reverse side of this page.

X CUSTOMER SIGNATURE

Diagnostic Fee	
Tools & Supplies	—
Parts Total 1, 2, & 3	—
Bldg. Sewer Opening	—
Drain Opening	
Add'l. Drains	
INSTALLATION TOTAL	250.00
Subtotal	
Tax	12.50
CUSTOMER PAYS	262.50

KBAER DESIGN CENTER

KITCHEN & BATH DESIGN STUDIO

THANK YOU

S# 113768

TERMS AND CONDITIONS

I. TERMS OF PAYMENT.

A. **Payment Due Date** — Payment in full for merchandise delivered shall be due within thirty (30) days of delivery installation date.

B. **Service Charge** — A one and one-half percent (1-1/2%) per month service charge will apply to all delinquent payments. This is an annual percentage rate of eighteen percent (18%) applied to open balance in the account on the billing date.

C. **Security Interest** — BUYER hereby grants and D&M retains a security interest in the subject matter of this Agreement to secure the payment of indebtedness remaining unpaid hereunder. BUYER agrees to execute financing statements and to perform such other actions as D&M requires in connection with such security interest.

D. **Deposit Requirement** — Deposits shall be required as determined by D&M and in such amounts as stated on the Work Order.

II. REMEDIES FOR NONPAYMENT.

A. If BUYER fails to pay this obligation as required under the terms of payment listed above, D&M shall pursue its remedies to collect any amounts owing in a suit at law or construction lien foreclosure, or both, or by the exercise of any other remedy available at law or equity.

B. BUYER shall pay all reasonable costs and expenses before and after judgment, including without limitation, D&M's attorneys fees incurred in enforcing its rights to payment of any amounts owing from BUYER.

III. LIMITATIONS OF LIABILITY.

A. **Limited Warranty for Labor** — D&M warrants the labor and installation completed pursuant to this contract to be free from defects in workmanship if the product is used in a normal manner and for the purpose for which is was intended. The services to be performed by D&M under this contract shall be provided with a limited warranty that the services shall be consistent with the standard of performance within the industry or as provided in the manufacturer's installation manuals. D&M's obligation under this warranty is limited to repairing any defects in installation, free of charge, within one year from that date of service, except for drain or sewer openings, for which D&M's warranty is limited to 48 hours from the time of service. D&M'S LIABILITY SHALL IN NO EVENT EXCEED THE ORIGINAL INVOICED VALUE OF LABOR PROVIDED UNDER THIS AGREEMENT. This shall be the limit of D&M's liability for any breach of warranty. This warranty does not and shall not be deemed to cover any materials, products, goods, or parts sold in connection with this Agreement. BUYER must notify D&M in writing of breach of warranty immediately after its discovery within the guarantee period, otherwise such claims will be deemed waived. This Limited Warranty is in lieu of all other warranties.

B. **Disclaimer of Warranties** — Any materials, products, goods or parts sold or furnished by D&M, but not manufactured by D&M, will carry only the warranty of the manufacturer. BUYER shall be responsible for any transportation charges or duties incurred in replacing or repairing such goods or parts. D&M expressly declines to adopt any warranty provided by the manufacturer for such materials, products, goods, or parts. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT.

C. D&M shall not be liable for any losses, forfeitures and all other consequential damages, whether direct or indirect, and whether or not resulting from or contributed to by the default or negligence of D&M, its agents, employees, and subcontractors, which might be claimed as a result of the use or failure of the goods or services sold, and BUYER hereby waives all such claims it may have against D&M.

IV. COMPLETE AGREEMENT.

The above terms and conditions represent the full statement of agreement between BUYER and D&M. Any amendments to these terms must be in writing and signed by an officer of D&M. This writing is the final complete and exclusive expression of the parties' Agreement. Any statements made by D&M's agent that differ from the terms of this Agreement shall have no effect.

V. APPLICABLE LAW AND VENUE.

The rights and duties of all persons in the construction and effect of all provisions hereof shall be governed by and construed according to the laws of the State of Wisconsin. Any dispute arising from or relating to this Agreement shall have as its venue Sheboygan County, Wisconsin.

VI. SEVERABILITY.

In the event that it is determined that any term or condition of this Agreement is unenforceable for any reason whatsoever, such determination shall not affect the enforceability of the remaining terms and conditions of this Agreement.

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. June 2, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 202-14-15 by the City Clerk, submitting license application 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
*8279	Stolpa, Alecia M.	915 Georgia Ave.

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

*0629	Urbina, Rebecca L.	1323 Jefferson 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 2, 2015.

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

CHANGE OF PREMISE

No.	Name	Address
*1005	Al & Al's Steinhaus & Tavern	1502 S. 12th St. - four-day event to be Held 10/1/15 to 10/4/15 to include current premise and intersection of S. 12th St. & Clara Ave.

***approve change of premises, including permission to use city street for the serving and consumption of alcohol, contingent upon obtaining a street festival permit.**

2943	Superior Bar & Grill	2607 Superior Ave. - one-day of event to be include current premise and the northwest corner of parking lot.

"CLASS B" LIQUOR LICENSE (June 30, 2015)

Consent

No.	Name	Address
3107	Luz De Luna(Reserved)	920 Michigan Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0653	Abstetar, Joseph M.	103 S. Lincoln Dr., Howards Grove
0660	Aguiluz, Karen E.	120A Superior Ave.
9857	Campbell, Jennifer K.	4155 S. 16th St.
0656	Chavez, Amanda M.	1320A S. 19th St.
0663	DeGroff, Anthony R.	619 Levans Ave., Sheb. Falls
8406	Franzen, Amirah D.	1122 S. 13th St.
8665	Grunow, Felicia M.	508 Blackstock Ave.
0658	Hulbert, Tracy L.	1612 N. 7th St.
0654	Johnson, Lori K.	2103B Calumet Dr., New Holstein
0655	Morton, Ian M.	W3926 Orchard Rd., Elkhart Lake
8714	Sneen, Jasmine S.	639 Monroe St., Sheb. Falls
2223	Teetzen, Deana L.	19 Blackfoot Trl.
*0657	Tullberg, Daniel J.	1728 S. 14th St.

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

0661	Vanic, Patrick R.	3732 N. 12th St.

XII

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

No.	Name	Address
3049	G & G Massage	2602 N. 15th St.

TAXICAB DRIVER LICENSE (December 31, 2015)

No.	Name	Address
5357	Roethel, Kari L.	1015 Willow Ave.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ___ - 14 - 15. By PUBLIC PROTECTION AND SAFETY.
February 2, 2015.

Your Committee to whom was referred R. O. No. 226-14-15 by the Director of Planning and Development submitting 2014 year-end reports of the Building Inspection Division; recommends that the document be accepted and adopted.

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

4.2

R. O. No. 226 14 - 15. By Director of Planning and Development.
January 19, 2015.

Submitting a request from Chad Pelishek, Director of Planning and Development, of year-end reports of the Building Inspection Division.

PP&S
approve

Director of Planning & Development

II

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
YEAR 2014

PREPARED BY: T. HERMANN

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	$84,630.00	$76,445.00
Building Permits	$225,722.96	$395,440.30
Projecting Sign Fees	$8,325.00	$7,125.00
Electrical Permit Fees	$77,460.00	$139,285.00
Heating Permit Fees	$64,125.00	$145,657.00
Sales Tax	$121.21	$86.98
Plumbing Permit Fees	$23,144.00	$44,960.00
Sewer Permit Fees	$14,500.00	$16,000.00
Occupancy Permit Fees	$7,600.00	$13,950.00
Board of Appeals	$6,250.00	$4,750.00
Misc. General Revenue	$2,795.82	$1,821.72
Plan Examining Fees	$15,250.00	$9,850.00
Code Books	$20.00	
State Stamps	$80.00	$280.00
Rooming House Permits	$920.00	$530.00
Erosion Control Fees	$200.00	$675.00
Penalty Fees	$6,690.00	$24,312.40
Cash Over, Short or Refund	($2,422.00)	($1,882.00)
Contractors Escrow	($760.77)	$10,631.35
Weights & Measure License	$39,847.00	$37,480.00
Clearwater Inspection Fees	$32,350.00	$27,080.00
GRAND TOTALS OF THE ABOVE:	**$606,848.22**	**$954,477.75**

Report No: BI245B

Building Inspection Department
Housing Inspection Activity Report
For: 2014

As Of: 01/07/2015
15:41:00

	Number Of Inspection Requests	Number Of Requests Not Yet Inspected	Number Of Inspections With No Violations	Number Of Inspections With Violations	Total Number Of Violations	Average Number Of Violations	Number Of Violations Fixed	Number Of Violations In Process	Number Of Citations Issued
January	39	0	0	39	45	1.15	4	0	40
February	9	0	0	9	21	2.33	3	4	24
March	19	0	1	17	32	1.88	6	1	0
April	294	0	1	295	487	1.65	17	4	16
May	173	1	0	171	258	1.51	44	1	3
June	24	0	1	24	41	1.71	62	8	36
July	20	0	1	19	34	1.79	129	46	52
August	19	0	0	19	37	1.95	231	46	42
September	13	0	0	12	21	1.75	49	59	28
October	25	0	0	25	39	1.56	78	10	1
November	12	0	0	11	16	1.45	101	36	29
December	5	0	0	6	20	3.33	12	38	3
TOTAL	652	1	4	647	1,051	1.62	736	253	274

Number of Inspections Open: 183

Number of Inspections Closed: 469

FORM BI500B5 DATE OF RUN: 01/07/15

CLEARWATER VIOLATION COUNTS
FOR YEAR: 2014

VIOLATION DESCRIPTION	COUNT
Sump Pump Connected Directly to sanitary sewer system.	1
Sump Pump is Cross Connected to the sanitary sewer/floor drain.	4
The Floor Drain is Connected to the Footing tile, Roof Leader, or	29
The Sump Pit has a bypass to the floor drain.	1
The Discharge Piping on the Sump Pump is not of approved material (COMM. 84.30 State Plumbing Code)	8
The downspouts are connected to the sanitary Sewer System.	
Floor Drain(s) nonaccessible at time of Inspection.	3
One(more) Downspout leaders exist/Roof drains discharge to sanita	15
Drain Tile enter the Slop Sink drain.	1
Safety Issues.	48
Sump Pump Installed.	51
Sump Pit Connected to Drain Tile System.	48

TOTAL VIOLATION COUNT: 209

TOTAL CLEARWATER INSPECTIONS: 1,021

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence	1	7	$ 210,000.00	$ 1,346,309.00	$ 500.00	$ 3,220.00
Two-Family Residence	1		$ 145,000.00		$ 800.00	
Condominium						
Garages, Carports	25	23	$ 346,578.00	$ 11,324,980.00	$ 4,326.30	$ 76,777.58
New Commercial	6	9	$ 3,259,200.00	$ 147,616,724.00	$ 7,218.00	$ 32,106.70
New Misc - Non Residential	2		$ 14,374.00		$ 150.00	
Storage Bldgs - Residential	31	23	$ 117,937.00	$ 57,290.00	$ 2,075.36	$ 1,288.80
Storage Bldgs - Commerical	1	3	$ 7,500.00	$ 3,070,000.00	$ 76.80	$ 8,426.50
Alterations & Add'ns - Residential	1439	1303	$ 8,862,345.32	$ 62,245,010.92	$ 104,760.70	$ 96,541.20
Alterations & Add'ns - Commercial	145	173	$ 7,563,908.59	$ 30,881,018.00	$ 75,504.00	$ 165,339.40
Wrecking	28	38	$ 206,962.00	$ 192,635.00	$ 3,884.30	$ 5,465.52
Moving						
Signs	95	79	$ 539,659.01	$ 478,992.95	$ 10,827.50	$ 9,697.00
Fences/Pools/Decks/Driveways	299	307	$ 951,271.50	$ 780,062.50	$ 14,080.00	$ 14,625.00
Tanks						
Miscellaneous	21	16		$ 19,600.00	$ 1,520.00	$ 890.00
TOTALS	**2094**	**1981**	**$ 22,224,735.42**	**$ 258,012,622.37**	**$ 225,722.96**	**$ 414,377.70**
PERMIT TYPES						
Electrical	382	331	$ 2,689,407.40	$ 5,950,699.00	$ 77,460.00	$ 139,285.00
Heating	543	542	$ 3,629,615.69	$ 9,316,780.46	$ 64,125.00	$ 145,657.00
Plumbing	342	369			$ 23,144.00	$ 44,960.00
Sewer	23	15			$ 14,500.00	$ 16,000.00
TOTALS	1290	1257	$ 6,319,023.09	$ 15,267,479.46	$ 179,229.00	$ 345,902.00
GRAND TOTALS OF THE ABOVE:	**3384**	**3238**	**$28,543,758.51**	**$273,280,101.83**	**$404,951.96**	**$760,279.70**

VI

R. C. No. ___ - 14 - 15. By PUBLIC PROTECTION AND SAFETY.
February 2, 2015.

Your Committee to whom was referred R. O. No. 227-14-15 by the Chief of Police submitting his quarterly report showing the activities of the department for the period commencing October 1, 2014 and ending December 31, 2014; recommends that the document be accepted and placed on file.

Consent

_____ _____

_____ _____

_____ _____
Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.3

R. O. No. 227 - 14 - 15. By CHIEF OF POLICE. January 19, 2015.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing October 1, 2014 and ending December 31, 2014.

Part I Crimes	OCT		NOV		DEC		2014 TOTAL 4th QTR Actual Offenses	2013 TOTAL 4th QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	0	2	4	1	0	2	4	6
Robbery	2	1	4	2	4	4	10	3
Aggravated Assault	10	10	9	8	12	10	31	26
Burglary	7	3	15	5	10	2	32	41
Theft	92	28	101	51	82	35	275	264
Vehicle Theft	4	2	4	2	0	0	8	7
Arson	6	0	1	0	0	0	7	1
Total Part I Crimes	121	46	138	69	108	53	367	348
Total Current *Actual Offenses*		367	Total Current *Cleared*			168		
Same Quarter Last Year		348	Same Quarter Last Year			182		

PPS
approve

Traffic Arrests	
OCT	202
NOV	198
DEC	146
Current Quarter	**546**
Same Quarter Last Year	**688**

Other Arrests	
OCT	364
NOV	358
DEC	341
Current Quarter	**1063**
Same Quarter Last Year	**1035**

Accidents Investigations	
Current Quarter	**434**
Same Quarter Last Year	**478**

Total Arrests	
Current Quarter	**1609**
Same Quarter Last Year	**1723**

Property	OCT	NOV	DEC	Current Quarter	Same Quarter Last Year
Value Property Stolen	27,758	43,888	55,077	**126,723**	**140,588**
Value Property Recovered	10,926	9,516	9,016	**29,458**	**42,715**
Percent Recovered	**39**	**22**	**16**	**23**	**30**

Chief of Police Christopher D. Domagalski

VI

R. C. No. ___ - 14 - 15. By PUBLIC PROTECTION AND SAFETY.
February 2, 2015.

Your Committee to whom was referred R. O. No. 228-14-15 by the City Clerk submitting a communication from Faye Reinwand requesting a change of parking regulations on her block near Memorial Hospital; recommends that the document be placed on file.

Consent

_____ _____

_____ _____

_____ _____
Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.4

R. O. No. 228 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a communication from Faye Reinwand requesting a change of parking regulations on her very small block near Memorial Hospital.

PPS
Jw

Susan Richards
City Clerk

II

Richards, Susan

From: Langhoff, Cinda
Sent: Wednesday, January 14, 2015 2:24 PM
To: Richards, Susan
Subject: FW: Parking signs

Sue,
Please add this as a document for the next council meeting. Thanks.
Cinda

-----Original Message-----
From: Faye Reinwand [mailto:steveandfaye@yahoo.com]
Sent: Wednesday, January 14, 2015 2:16 PM
To: Langhoff, Cinda
Subject: Parking signs

To The City of Sheboygan,

I own a home at 2715 N. 7th Street in the city of Sheboygan. I have owned my home for nine years. I am the only house on North 7th Street between North Avenue and Highland Terrace on the East side of the street. There currently is unlimited parking on my street. The Memorial Hospital employees park on my street starting at 7 am until sometimes 7 or 8 pm at night. I have a driveway, and while it has inconvenienced my family at times, we've dealt with it. For the last two Spring/Summer seasons I have put my house on the market as I would like to downsize. Something that continuously comes up from potential buyers is the street parked full of cars. I truly feel this is a deterrent to a sale of my home. Most area streets have a 2 hour limit sign or no parking at all. I am wondering if I could propose a change to the parking rules on my one tiny block to hopefully help with sale of my house in this upcoming spring season. I would truly appreciate the chance to see if this would help my situation.

Thank you for the consideration in this matter.

Sincerely,

Faye Reinwand
2715 N. 7th Street
Sheboygan, WI. 53083
(920) 912-0219
email: steveandfaye@yahoo.com

VI

R. C. No. ___ - 14 - 15. By PUBLIC PROTECTION AND SAFETY.
February 2, 2015.

Your Committee to whom was referred R. O. No. 229-14-15 by Building Inspection submitting the report of the Building Inspection Department for the month of December 2014; recommends that the document be accepted and adopted.

Concur

_____ _____

_____ _____

_____ _____
Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.5

R. O. No. 229 14 - 15. By BUILDING INSPECTION. January 19, 2015.

Submitting the report of the Building Inspection Department for the month of December 2014.

PP&S approve

Dir. Of Planning & Development

II

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports						
New Commercial	2		$ 425,000.00		$ 930.00	
New Misc - Non Residential						
Storage Bldgs - Residential		3		$ 6,700.00		$ 150.00
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	44	50	$ 367,163.00	$ 350,095.00	$ 4,220.00	$ 4,140.00
Alterations & Add'ns - Commercial	3	9	$ 96,523.00	$ 220,419.00	$ 970.00	$ 2,290.00
Wrecking	2	6	$ 15,100.00	$ 35,900.00	$ 286.00	$ 1,057.26
Moving						
Signs	7	4	$ 30,747.20	$ 6,800.00	$ 650.00	$ 300.00
Fences/Pools/Decks/Driveways	1	2	$ 1,200.00	$ 5,900.00	$ 35.00	$ 90.00
Tanks						
Miscellaneous	2	1			$ 100.00	$ 50.00
TOTALS	**61**	**75**	**$ 935,733.20**	**$ 625,814.00**	**$ 7,191.00**	**$ 8,077.26**
PERMIT TYPES						
Electrical	11	18	$ 66,600.00	$ 88,686.00	$ 1,970.00	$ 2,870.00
Heating	63	57	$ 257,185.00	$ 508,533.00	$ 3,825.00	$ 9,970.00
Plumbing	15	36			$ 820.00	$ 3,460.00
Sewer		2				$ 1,000.00
TOTALS	89	113	$ 323,785.00	$ 597,219.00	$ 6,615.00	$ 17,300.00
GRAND TOTALS OF THE ABOVE:	**150**	**188**	**$1,259,518.20**	**$1,223,033.00**	**$13,806.00**	**$25,377.26**

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
DECEMBER 2014

PREPARED BY: T. HERMANN

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	$33,395.00	$33,480.00
Building Permits	$7,191.00	$8,077.26
Projecting Sign Fees		
Electrical Permit Fees	$1,970.00	$2,870.00
Heating Permit Fees	$3,825.00	$9,970.00
Sales Tax	$3.15	$3.06
Plumbing Permit Fees	$820.00	$3,460.00
Sewer Permit Fees		$1,000.00
Occupancy Permit Fees	$900.00	$750.00
Board of Appeals	$500.00	
Misc. General Revenue	$64.82	$68.50
Plan Examining Fees	$800.00	$400.00
Code Books		
State Stamps		
Rooming House Permits	$270.00	$270.00
Erosion Control Fees		
Penalty Fees		$295.00
Cash Over, Short or Refund	$125.00	$20.00
Contractors Escrow	($1,465.00)	$10,745.50
Weights & Measure License	$20,318.00	$17,298.00
Clearwater Inspection Fees	$2,040.00	$2,000.00
GRAND TOTALS OF THE ABOVE:	**$70,756.97**	**$90,707.32**

IX

R. C. No. ___ - 14 - 15. By PUBLIC PROTECTION AND SAFETY.
February 2, 2015.

Your Committee to whom was referred Gen. Ord. No. 40-14-15 by Alderperson Carlson amending the Municipal Code so as to exempt state certified dwelling contractors performing work on one and two-family dwellings from the provisions of Division 3 of Article II of Chapter 26; recommends that the Ordinance 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

X

7.1

Gen. Ord. No. 40 - 14 - 15. By Alderperson Carlson. January 19, 2015.

AN ORDINANCE amending the Municipal Code so as to exempt state certified dwelling contractors performing work on one and two-family dwellings from the provisions of Division 3 of Article II of Chapter 26.

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

Section 1. Section 26-92 of the Sheboygan Municipal Code entitled "Exemptions" is hereby amended so as to add new subsection (c) to read as follows:

"Sec. 26-92. *Exemptions.*

The provisions of this division shall not apply to the following:

. . .

(c) State certified dwelling contractors, i.e. contractors constructing or performing work on one and two-family dwellings in which they have no legal or equitable interest, who possess a current certificate of financial responsibility from the Wisconsin Department of Safety and Professional Services under Section 101.654 of the Wisconsin Statutes."

Section 2. Section 26-147(b) of the Sheboygan Municipal Code entitled "Carpenter contractor fee" is hereby amended so as to delete current subsection (1) thereof entitled "Work to be done on one- or two-family dwellings."

PPS. approval.

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

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

R. C. No. ___ - 14 - 15. By PUBLIC PROTECTION AND SAFETY.
February 2, 2015.

Your Committee to whom was referred the following:

1. R. O. No. 225-14-15 by the City Clerk submitting a communication from Sheboygan Area School District regarding Jefferson Elementary School Parking issues;

2. Gen. Ord. 41-14-15 by Alderperson Carlson amending Gen. Ord. No. 27-14-15 so as to amend the parking regulations adjacent to Jefferson Elementary School;

recommends that the Report of Officer be accepted and placed on file and the Ordinance 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

XI

X

7.3

Gen. Ord. No. 41 - 14 - 15. By Alderperson Carlson. January 19, 2015.

AN ORDINANCE amending Gen. Ord. No. 27-14-15 so as to amend the parking regulations adjacent to Jefferson Elementary School.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized,"

a) No parking, stopping, or standing shall be permitted on the east side of North 16th Street between the north line of Mehrtens Avenue and a point 95 feet north thereof; and,

b) No parking, stopping, or standing shall be permitted on the east side of North 16th Street between the south line of Heller Avenue and a point 50 feet south thereof between 7:00 a.m. and 4:00 p.m. during school days; and,

c) The remainder of the east side of North 16th Street between Mehrtens Avenue and Heller Avenue shall be a 15-minute parking zone where parking is permitted for no longer than 15-minutes between 7:00 a.m. and 4:00 p.m. during school days; and,

d) No parking, stopping, or standing shall be permitted on the south side of Heller Avenue from the east line of North 16th Street to a point 85 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

e) Parking shall be permitted on the south side of Heller Avenue between a point 85 feet east of North 16th Street to the west line of North 15th Street within the marked angle parking stalls; and,

f) No parking shall be permitted on the north side of Mehrtens Avenue between North 15th Street and North 16th Street, except that parking shall be permitted within the marked angle parking stalls; and,

g) No parking by vehicles other than buses shall be permitted on the east side of North 15th Street between the north curb line of Mehrtens Avenue and a point 84 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

h) No parking, stopping, or standing by vehicles other than buses shall be permitted on the west side of North 15th Street between the north curb line of Mehrtens Avenue and a point 135 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

i) No parking, stopping, or standing shall be permitted at any time on the west side of North 15th Street between the south curb line of Heller Avenue and a point 50 feet south thereof;

PRS approved

j) The remainder of the west side of North 15th Street between Mehrtens Avenue and Heller Avenue shall be a 15-minute parking zone where parking is permitted for no longer than 15-minutes between 7:00 a.m. and 4:00 p.m. during school days; and,

k) No parking shall be permitted on the east side of North 15th Street from the south curb line of Mehrtens to a point 70 feet south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

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

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

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

4.1

R. O. No. 325- 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a communication from David Albright, Coordinator of Facilities Services, Sheboygan Area School District, regarding Jefferson Elementary School Parking issues.

PP&B
Ac & File

Susan Richards
City Clerk

II

Richards, Susan

From: Sazama, Ryan
Sent: Tuesday, January 13, 2015 9:01 AM
To: Richards, Susan
Subject: FW: Jefferson elementary School Parking

Call Ryan. Thanks.

From: Dave Albright [mailto:dalbright@sheboygan.k12.wi.us]
Sent: Thursday, December 11, 2014 2:24 PM
To: Sazama, Ryan
Subject: Jefferson elementary School Parking

Ryan,
SASD Safety committee approved the concept to allow 15 minute parking during school days (7 to 4) on both 15th and 16th Street, no closer than 30' to a cross street.

16th Street
We also discussed the need to allow for bus pick up/drop off. The location for City bus area is directly north of Merhten Ave. on 16th St. ending 10' south of access drive to playground. Starting 10' north of access drive continuing north until 30' from Heller Ave would be a 15 minute parking area, school days only.

15th Street
Commencing 30' south from Heller Ave to 10' from access driveway for loading dock would be 15 minute parking. Continuing south from driveway to Merhten will be no parking, busses only.

Thank You

David Albright
Coordinator of Facilites Services
Sheboygan Area School District
920.459.3571 W

TOURISM PROMOTION AND DEVELOPMENT AND EVENTS MANAGEMENT AGREEMENT

This Tourism Promotion and Development and Events Management Agreement (this "Agreement") is made this 4th day of February, 2015, by and between the City of Sheboygan (the "City") and the Sheboygan County Chamber of Commerce, Inc. (the "Chamber").

RECITALS

The City collects room tax revenues pursuant to local ordinance for the purpose of tourism promotion and development among other things.

The Chamber has been involved to one extent or another in tourism promotion and development throughout its existence and has experience in tourism promotion and development in Sheboygan County.

The City believes that the Chamber has unique qualifications for achieving tourism growth in the City and desires to contract with the Chamber for certain tourism promotion and development services, which would be paid for from the room tax revenues collected by the City.

Additionally, the Chamber has event management experience and is in a unique position to coordinate and manage the Independence Day Celebration ("IDC") and certain other civic events in the City of Sheboygan that would not qualify as "tourism promotion and development" events under the statutory criteria which require generating paid overnight stays, and thus would not be paid for from room tax revenues required to be used for tourism promotion and development.

NOW, THEREFORE, in consideration of the above recitals and the terms and conditions set forth herein, the parties do agree as follows:

I. Tourism Promotion and Development Services.

A. Based on the funding provided to the Chamber by the City as set forth in Paragraph I.B. hereafter and on the basis of an approved budget as set forth in Paragraph I.C., the Chamber agrees to provide services (the "Services") for the promotion and development of tourism for the City pursuant to the terms and provisions set forth in this Agreement. The parties recognize that an exact delineation of

1/22/15

the Services is not practical, given the broad nature of tourism promotion and development, but do agree that the Services provided by the Chamber will include without limitation the following:

(1) The Chamber shall provide at a minimum one (1) full-time Tourism Director and one (1) full-time person for creative services to carry out the terms of this Agreement. Said personnel shall be compensated through room tax appropriations per Sec. 66.0615, Wis. Stats. Personnel or time allotted may be adjusted as necessary in relation to possible room tax income fluctuations, provided the minimum staffing is maintained. Personnel adjustments shall be approved by the Tourism Board as a duty of the Tourism Board's budget oversight set forth in Paragraph I.C., and shall be compensated through room tax appropriations for work performed for tourism promotion and development.

(2) The Chamber shall maintain supplies, equipment and an office from which its personnel shall work in order to effectively carry on tourism promotion and development, the annual cost of which shall be included in the Chamber's annual tourism promotion and development budget approved by the Tourism Board.

(3) The Chamber shall develop and maintain a separate state-of-the-art City tourism website, which shall provide information and inclusions as directed pursuant to this Agreement, as well as links to the City of Sheboygan and other preferred tourism sites.

(4) The Chamber shall prepare an annual plan and budget for tourism promotion and development which is approved by the Tourism Board and the Common Council.

(5) The Chamber will exercise its best efforts to encourage cooperation within Sheboygan County for tourism promotion and development.

(6) The Chamber shall appropriate and spend room tax funds in compliance with Sec. 66.0615,

Wis. Stats. and consistent with expenditure practices by tourism entities throughout Wisconsin. The Chamber shall maintain accurate records as to all room tax expenditures incurred by it pursuant to this Agreement as well as room tax revenues received.

(7) The Tourism Board, through the Chamber's Executive Director or designee, shall provide to the City's Common Council an annual marketing plan overview and an annual tourism economic impact report and such other related information as the Common Council may from time to time request.

B. Compensation. In consideration of the Services provided by the Chamber, pursuant to I.A. above, the City agrees to pay the Chamber 70% of the net revenues from room taxes collected by the City after deducting the room tax revenues collected from Blue Harbor Resort and Conference Center and the Blue Harbor condominiums (the "Compensation"). Payments shall be made on or before the last day of February, May, August and November of each calendar year of the term of this Agreement. Actual room tax revenues collected by the City shall include the payments of gross tax liability but shall exclude any amounts received by the City as penalties or interest.

C. Approved Budget. Not later than August 1 of each calendar year, the Chamber shall prepare a preliminary pro forma budget outlining general scope of work which delineates the proposed Services of the Chamber in tourism promotion and development for the subsequent calendar year as well as the budgeted revenue and expenses from such Services. The proposed budget shall be reviewed and approved by the Tourism Board and submitted to the City's Common Council for approval. Until the Common Council has approved the proposed budget in writing, no compensation shall be payable by the City to the Chamber for that budget year.

D. Sheboygan Tourism Board.

(1) The Chamber shall establish a Sheboygan Tourism Board ("Tourism Board") which provides

direction and oversight on the efforts of the Chamber in providing the Services. The Tourism Board shall consist of the City's Mayor and Director of Planning & Development, or their designees, a representative from the Chamber appointed by the Board of Directors of the Chamber, the Harbor Centre Business Improvement District Manager or designee, and the following representatives identified by the Chamber and approved by the Tourism Board:

(a) Two (2) representatives from separate City lodging facilities;

(b) One (1) non-lodging representative of a business primarily involved in tourism activities;

(c) The Chairperson of the City's Marina, Parks/Forestry Board; and

(d) The Chamber Executive Director and One (1) representative of a major countywide attraction having a direct impact on increasing overnight stays in the City of Sheboygan.

All members of the Tourism Board shall be voting, except for the representatives in (1)(d) above whom shall serve as ex-officio non-voting board members.

(2) Said Tourism Board shall not constitute nor be deemed a tourism commission for purposes of Sec. 66.0615, Wis. Stats. While recognizing that the Chamber Board of Directors has ultimate responsibility for the Services provided by the Chamber pursuant to this Agreement and any personnel hired by the Chamber to carry out Services, the Chamber does represent that its intention is the Chamber's Board of Directors shall give due deference to the decisions and recommendations of the Tourism Board. The Tourism Board shall elect a Chair to a one (1) year term. The Chair will set the frequency of meetings, set meeting agendas, and coordinate the review and approval processes for the budget and

marketing activities. The Chamber shall include and notify the City's mayor or designee to participate in Chamber Executive Committee discussions when tourism topics or issues are included in the Chamber Executive Committee's monthly meeting agenda.

(3) The Tourism Board shall define, review and approve goals, objectives and measurement criteria included in the Chamber's annual plan for tourism promotion and development.

II. Event Management Services.

A. The Chamber shall assume responsibility for sponsorships, organizing, promoting and executing the Independence Day Celebration ("IDC") and such number of summer Wednesday evening Sheboygan Pops Concerts in Fountain Park as agreed by the City and Chamber (collectively the "Events") as follows:

(1) Logistics. The Chamber will coordinate and manage all pre-event logistics and supplier services and needs, on-site management, sponsorship fulfillment and post-event functions for the Events. All agreements with third parties for services or needs for the Events shall be by and between the third party and the Chamber. The services will include without limitation:

(a) Coordinating parade entry and management of the IDC parade, including coordination of line-up, route management, on-site management, parade marshal coordination, parade judges, winner acknowledgement and official parade announcements.

(b) Negotiation for services and management of all necessary suppliers such as porta-potty/metro needs for the parade, the lakeshore parks and fireworks viewing areas, children and family entertainment (i.e. inflatables), tent, fencing, seating and logistical setup, electrical fulfillment, musical entertainment and logistics including lights, sound and staging, vendor coordination and

specifications for county health code and general safety, signage and promotional material for sponsor fulfillment and public management, advertising production and placement for event promotion and/or public service announcements and any other supplier relationships that may be necessary to successfully manage the IDC.

(c) Coordination and collaboration with the Sheboygan Police Department, Sheboygan Fire Department, Department of Public Works and any other municipal entities or departments as necessary to ensure public safety and proper use and need for City equipment and services, including but not limited to public park use, traffic control, on-site security, use and placement of park equipment, trash coordination for parks, street closures, crowd control, etc.

(d) The Chamber agrees to handle all permits, requests to Common Council, reservations to the Department of Public Works, and any other permits, licenses or permissions necessary to ensure that proper resources and notifications are agreed to in advance by all parties and City departments involved in the IDC.

(e) The parties recognize that an exact delineation of the services is not practical, given the broad nature of the IDC, but the parties do agree that the City shall have final approval for all general event schedules of the IDC.

(f) The Chamber shall have no responsibility for the procurement, running or displaying of fireworks.

(2) Sponsorship. The City shall be responsible for securing funding for the IDC through sponsorships. The Chamber shall work and cooperate with the City to solicit prospective sponsors, with the intent of negotiating sponsor agreements between the City and the

sponsoring individual, organization or company to procure funds for the IDC. The City and Chamber may also solicit members of the Tourism Board to assist in the procurement of sponsorships for the IDC. The Chamber shall invoice all sponsors on behalf of the City and shall collect all sponsor funds and hold the same for use only for the payment of the costs of the IDC.

(3) IDC Cost. The Chamber shall create a budget to be submitted to the City no later than March 31 for the year's IDC. The budget shall outline all anticipated event costs including estimated cost of staff time to plan, coordinate and manage the events, including post-event wrap-up and reconciliation. The proposed budget shall be reviewed and approved by the City prior to the Chamber providing further Services. In the event sponsor funding exceeds expenses for an IDC, the Chamber will hold the excess funds for the next year's IDC or pay the excess funds to the City for future IDC expenses. In the event that sponsor funding falls short of covering event expenses, the Chamber will work with the City on budget cut decisions, and the City shall have responsibility for covering any shortfall. A final profit and loss statement for the IDC shall be presented to the City following the IDC and after all invoices have been received, but no later than September 1.

(4) Additional City Services. The City recognizes the IDC requires use of City land and services. The City agrees to provide use of the following for the IDC at no cost:

(a) Use of Deland Park, including pavilions, shelters and structures, for the IDC.

(b) Use of City streets and lots, upon approval of parade permit submitted by the Chamber and approved by the Sheboygan Police Department, as necessary for parade staging and route commencement.

(c) Appropriate police aid for traffic

control and crowd control throughout the IDC.

(d) Appropriate support and equipment from the Department of Public Works for park maintenance, picnic tables, grills, and any other equipment under the purview of the department for use during the IDC.

III. General Provisions.

A. Term. This Agreement shall be for a one (1) year term beginning January 1, 2015 and ending December 31, 2015, and shall automatically renew for successive annual periods unless a notice of nonrenewal is given by either party to the other at least four (4) months prior to the end of the then current term.

B. Default. Should either party be in default of the terms and provisions of this Agreement, and such default continues for more than thirty (30) days after written notice of the same from the non-defaulting party, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. Should the Chamber fail to have received an approved budget as set forth in Paragraph I.C. above by December 15 of the year in which the budget was submitted for approval, either party may, at its option, declare this Agreement terminated and of no further force and effect. Upon any termination of this Agreement, the City agrees to reimburse the Chamber for any payments made for outstanding obligations to third-party vendors incurred by the Chamber for tourism promotion and development or event management services pursuant to this Agreement.

C. Modifications. This Agreement may be modified or amended by the parties at any time provided such changes are mutually agreed to, in writing, and signed by both parties.

D. Assignment by Chamber. The Chamber shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without prior consent of the City in writing.

E. Limitation of Authority. Except as may be specifically provided for with respect to event management services as provided in Section II hereof, the Chamber shall have no power to solicit proposals, bids or contracts on behalf of the City and no authority to bind the City or act in the City's behalf in any manner whatsoever. The Chamber's authority is hereby limited to those duties and responsibilities specifically enumerated herein.

F. Verification of Expenditures. The Chamber shall submit quarterly financial reports to the City detailing the revenues received and the expenses incurred in furtherance of its obligations under this Agreement. In addition, the Finance Director/Treasurer of the City shall have access to such books and records of the Chamber pertaining to expenditures of room tax monies received hereunder for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public. The City, at its discretion and cost, may request an independent third party financial review.

G. Release of Claims. In consideration of the City entering into this Agreement with the Chamber, the Chamber hereby irrevocably and unconditionally releases, waives, and fully and forever discharges the City and its respective agents, servants, attorneys, officers and employees (whether past or present) and their respective successors and assigns from any and all claims, liabilities, damages, losses, costs or obligations of any kind or nature whatsoever, including, but not limited to, those for attorney's fees and costs, whether known or unknown, anticipated or unanticipated, which in any way relate to the City's application of the Room Tax Statute, Sec. 66.0615, Wis. Stats., now or in the past, or the City's collection, use and/or distribution of room tax dollars in the past or pursuant to this Agreement, or any renewal thereof.

H. Nondiscrimination Provision. The parties agree not to discriminate against any employee or applicant for employment on the basis of age, race, creed, color, disability, marital status, sex, national

origin, ancestry, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or the State of Wisconsin or use or nonuse of lawful products off the employer's premises during nonworking hours.

I. Superseding Effect. As of January 1, 2015, this Agreement shall supersede the Tourism Promotion and Development Agreement dated _____, 2012.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

CITY OF SHEBOYGAN	**SHEBOYGAN COUNTY CHAMBER OF COMMERCE, INC.**
BY: Michael Vandersteen Mayor	**BY:** Louis P Gentine II President
ATTEST: Susan Richards City Clerk	**ATTEST:** Betsy Alles Executive Director
DATED: 2/4/15	**DATED:** 2/19/15

DOCUMENT #5246

A Tourism Promotion and Development and Events Management agreement between City of Sheboygan and the Sheb oygan County Chamber of Commerce, Inc.

Res. No. 135-14-15.

February 19, 2015.

COPY

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

THIS AGREEMENT, hereinafter referred to as the "Agreement," made as of the 6th day of February, 2015, by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin, hereinafter referred to as the "City", and the Mid-Lake Softball Organization, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the "MLSO."

RECITALS

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

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

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

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

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

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

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

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

(d) The MLSO shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the premises of the Wildwood Softball Complex, and shall limit the sale of fermented malt beverages, to be served only in paper or plastic cups, plastic bottles or cans, to only those times when softball tournament activities, league play or exhibition events are taking place at the Wildwood Softball Complex.

(e) The MLSO shall utilize their best efforts to return to the City, each year, twenty (20%) percent or more of the gross revenues from MLSO's operation of the Wildwood Softball Complex during that year, which said funds shall be held by the City for use exclusively for softball facility improvements as approved by the City.

3. Subject to Section 2(e) above, the City agrees that the MLSO may have use of the Wildwood Softball Complex at no charge during the softball season for the purpose of softball activities which shall include appropriate practice sessions,

league games and MLSO sponsored tournaments; exclusive concession rights for food and drink at the Wildwood Softball Complex during such time as the said Complex is open and being used for MLSO sponsored softball activities, and the right to charge other designated teams, organizations and clubs a fee for the use of the concession stand and equipment designated by the MLSO according to the predetermined and Common Council approved fee schedule in effect at the time of said use.

4. At the commencement of this Agreement, the City shall provide MLSO the use of the following ballfield grooming, lawn mowing and miscellaneous equipment that has traditionally been kept at the Wildwood Softball Complex:

1 Smithco ball diamond groomer
1 string trimmer
1 grease gun
14 existing picnic tables at the softball complex
1 fryer
Garbage cans

All maintenance, repair and replacement of this equipment shall be the responsibility of the MLSO.

5. During the term of this Agreement, the City will provide the following services and supplies for the Wildwood Softball Complex:

(a) The City will provide the MLSO with use of the existing storage garage at the Softball Complex and use of one City Public Works Department dumpster. The City agrees to provide garbage collection services, but limited to the City's normal collection schedule only;

(b) Mowing of playing fields once per week;

(c) Restroom supplies of toilet paper and hand towels;

(d) Playground maintenance to remain compliant with current standards; and

(e) Tree trimming as needed to correct hazards and eliminate impediments to softball games.

(f) At the discretion of the Public Works Department, the department may assist in maintenance of items listed in Section 6(l).

6. During the term of this Agreement, the following services will not be provided by the City and shall be the responsibility of the MLSO:

(a) Gas, oil, grease or any maintenance, repair or replacement of equipment;

(b) String trimmer string;

(c) Garbage bags;

(d) Flags;

(e) Sanitary napkins/tampons;

(f) Plumbing and electrical repairs and maintenance;

(g) Ballfield supplies, such as Diamond Mix, Turface, chalk, etc.;

(h) Waterline and sprinkler maintenance;

(i) Snow plowing;

(j) Provision of hand tools;

(k) Grooming work, including but not limited to mowing of fields more than once a week, grass and weed trimming, lawn rolling, infield and warning track grading, etc.;

(l) Maintenance and repair of all existing facilities, including but not limited to scoreboards, fencing, lighting (including bulb replacement), fields, bleachers, dugouts, concession stands, except as otherwise provided in this Agreement; and

7. Improvements/Modifications to Wildwood Softball Complex by MLSO. Any park improvements or modification projects planned to be performed, contracted for or supervised by the MLSO shall be submitted in writing to the City in advance for approval. Proposals shall contain a description of the planned

project and be accompanied by drawings appropriate for the scale of the project, along with a funding plan outlining the project expenses and sources of funding. MLSO shall be responsible for obtaining all required permits and inspections, and pay all associated fees. Any such approved park improvements or modifications to the Wildwood Softball Complex shall be free and clear of all liens and encumbrances and shall attach to the real estate and become the property of the City. All funding from MLSO's gross revenues from operations of the Wildwood Softball Complex expended for such approved park improvements or modifications shall be applied toward MLSO's financial goal set forth in Section 2(e) above.

8. MLSO shall, at the end of each softball season, present to the City all of MLSO's books and accounting records for purposes of review and analysis, which such books and records shall be returned by the City to the MLSO upon completion of the City's review. In addition, at City's request, MLSO will have prepared and submitted to the City, at MLSO expense, an audited financial report for the just completed softball year.

9. The MLSO shall not knowingly discriminate against:

(a) Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as MLSO League play and/or MLSO sponsored softball tournaments and/or MLSO activities are concerned.

(b) Any organized softball club or clubs within the City in such a manner as to place upon such club or clubs conditions or costs that are inconsistent with City of Sheboygan approved rules, regulations and fee schedules at the Wildwood Softball Complex.

(c) Any individual who attends as either a participant or spectator at any MLSO sponsored softball activities at the Wildwood Softball Complex or any other City ballfields.

10. The MLSO agrees that membership in the MLSO shall remain open to all residents of the City of Sheboygan.

11. The MLSO agrees to abide by all rules, regulations, ordinances and resolutions as shall be established for the operation, maintenance and use of the Wildwood Softball Complex.

12. The MLSO shall save the City of Sheboygan harmless from any liability by reason of injury to any person or persons, or damage to property of any person or persons, arising out of the MLSO's activities, actions and/or services at the Wildwood Softball Complex, and agrees that it will carry indemnity insurance as against said liability in the sum of not less than Two Million ($2,000,000) dollars, naming the City of Sheboygan as additional insured, and will cause to be filed with the City proof of such insurance.

13. The MLSO agrees that during the term of this Agreement it will provide for its board of directors to be comprised of not less than two (2) representatives of the City, as non-voting members.

14. The MLSO agrees that during the term of this Agreement its Treasurer or other officer responsible for the custody and control of MLSO's finances shall maintain a fidelity bond sufficient in amount to protect the MLSO from loss by reason of acts of fraud or dishonesty on the part of the treasurer directly or through connivance with others. MLSO shall file with the City evidence of compliance with this provision.

15. Term. This Agreement shall be in force and in effect for an initial term commencing January 1, 2015 and ending December 31, 2015. If not earlier terminated as provided in Section 16 below, unless either party gives notice in writing to the other at least thirty (30) days prior to the end of the initial or extended term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2019.

16. Termination. This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. This Agreement may be terminated by either party without cause upon ninety (90) days advance written notice to the other party. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

17. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

18. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 17. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

19. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

20. Amendment. This Agreement may be amended only by a writing signed by both Parties.

21. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both Parties.

22. Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

23. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof, or any ruling, decision or order of a state or federal court or arbitrator with appropriate jurisdiction.

24. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

25. Counterparts. This Agreement may be executed in two or more counterparts and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MID-LAKE SOFTBALL ORGANIZATION, INC.

By: Joseph R Lamb

Date: 2/4/15

CITY OF SHEBOYGAN

By: Michael Vandersteen

Michael J. Vandersteen
Mayor

Date: 2/6/15

ATTEST:

Susan Richards

Susan Richards
City Clerk

Date: 2/6/15

Agmt/Mid-Lake Softball/clean-1-27-15

DOCUMENT #5247

An agreement between City of Sheboygan and the Mid-Lake Softball Organization, Inc. for operation at Wildwood Softball Complex.

Res. No. 139-14-15.

February 19, 2015.

VIII

R. C. No. ____ - 14 - 15. By FINANCE. February 2, 2015.

Your Committee to whom was referred Res. No. 135-14-15 by Alderperson Hammond authorizing entering into an amended Tourism Promotion and Development and Events Management Agreement between the City of Sheboygan and Sheboygan County Chamber of Commerce; 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

5.6

Res. No. 135 - 14 - 15 . By Alderperson Hammond. January 19, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into an amended Tourism Promotion & Development and Events Management Agreement between the City of Sheboygan and Sheboygan County Chamber of Commerce.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into an amended Tourism Promotion & Development and Events Management Agreement between the City of Sheboygan and Sheboygan County Chamber of Commerce, in a similar form as attached hereto.

Finance approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

TOURISM PROMOTION AND DEVELOPMENT AND EVENTS MANAGEMENT AGREEMENT

This Tourism Promotion and Development and Events Management Agreement (this "Agreement") is made this _____ day of _____, 2015, by and between the City of Sheboygan (the "City") and the Sheboygan County Chamber of Commerce, Inc. (the "Chamber").

RECITALS

The City collects room tax revenues pursuant to local ordinance for the purpose of tourism promotion and development among other things.

The Chamber has been involved to one extent or another in tourism promotion and development throughout its existence and has experience in tourism promotion and development in Sheboygan County.

The City believes that the Chamber has unique qualifications for achieving tourism growth in the City and desires to contract with the Chamber for certain tourism promotion and development services, which would be paid for from the room tax revenues collected by the City.

Additionally, the Chamber has event management experience and is in a unique position to coordinate and manage the Independence Day Celebration ("IDC") and certain other civic events in the City of Sheboygan that would not qualify as "tourism promotion and development" events under the statutory criteria which require generating paid overnight stays, and thus would not be paid for from room tax revenues required to be used for tourism promotion and development.

NOW, THEREFORE, in consideration of the above recitals and the terms and conditions set forth herein, the parties do agree as follows:

I. Tourism Promotion and Development Services.

A. Based on the funding provided to the Chamber by the City as set forth in Paragraph I.B. hereafter and on the basis of an approved budget as set forth in Paragraph I.C., the Chamber agrees to provide services (the "Services") for the promotion and development of tourism for the City pursuant to the terms and provisions set forth in this Agreement. The parties recognize that an exact delineation of

1/22/15

the Services is not practical, given the broad nature of tourism promotion and development, but do agree that the Services provided by the Chamber will include without limitation the following:

(1) The Chamber shall provide at a minimum one (1) full-time Tourism Director and one (1) full-time person for creative services to carry out the terms of this Agreement. Said personnel shall be compensated through room tax appropriations per Sec. 66.0615, Wis. Stats. Personnel or time allotted may be adjusted as necessary in relation to possible room tax income fluctuations, provided the minimum staffing is maintained. Personnel adjustments shall be approved by the Tourism Board as a duty of the Tourism Board's budget oversight set forth in Paragraph I.C., and shall be compensated through room tax appropriations for work performed for tourism promotion and development.

(2) The Chamber shall maintain supplies, equipment and an office from which its personnel shall work in order to effectively carry on tourism promotion and development, the annual cost of which shall be included in the Chamber's annual tourism promotion and development budget approved by the Tourism Board.

(3) The Chamber shall develop and maintain a separate state-of-the-art City tourism website, which shall provide information and inclusions as directed pursuant to this Agreement, as well as links to the City of Sheboygan and other preferred tourism sites.

(4) The Chamber shall prepare an annual plan and budget for tourism promotion and development which is approved by the Tourism Board and the Common Council.

(5) The Chamber will exercise its best efforts to encourage cooperation within Sheboygan County for tourism promotion and development.

(6) The Chamber shall appropriate and spend room tax funds in compliance with Sec. 66.0615,

Wis. Stats. and consistent with expenditure practices by tourism entities throughout Wisconsin. The Chamber shall maintain accurate records as to all room tax expenditures incurred by it pursuant to this Agreement as well as room tax revenues received.

(7) The Tourism Board, through the Chamber's Executive Director or designee, shall provide to the City's Common Council an annual marketing plan overview and an annual tourism economic impact report and such other related information as the Common Council may from time to time request.

B. Compensation. In consideration of the Services provided by the Chamber, pursuant to I.A. above, the City agrees to pay the Chamber 70% of the net revenues from room taxes collected by the City after deducting the room tax revenues collected from Blue Harbor Resort and Conference Center and the Blue Harbor condominiums (the "Compensation"). Payments shall be made on or before the last day of February, May, August and November of each calendar year of the term of this Agreement. Actual room tax revenues collected by the City shall include the payments of gross tax liability but shall exclude any amounts received by the City as penalties or interest.

C. Approved Budget. Not later than August 1 of each calendar year, the Chamber shall prepare a preliminary pro forma budget outlining general scope of work which delineates the proposed Services of the Chamber in tourism promotion and development for the subsequent calendar year as well as the budgeted revenue and expenses from such Services. The proposed budget shall be reviewed and approved by the Tourism Board and submitted to the City's Common Council for approval. Until the Common Council has approved the proposed budget in writing, no compensation shall be payable by the City to the Chamber for that budget year.

D. Sheboygan Tourism Board.

(1) The Chamber shall establish a Sheboygan Tourism Board ("Tourism Board") which provides

direction and oversight on the efforts of the Chamber in providing the Services. The Tourism Board shall consist of the City's Mayor and Director of Planning & Development, or their designees, a representative from the Chamber appointed by the Board of Directors of the Chamber, the Harbor Centre Business Improvement District Manager or designee, and the following representatives identified by the Chamber and approved by the Tourism Board:

(a) Two (2) representatives from separate City lodging facilities;

(b) One (1) non-lodging representative of a business primarily involved in tourism activities;

(c) The Chairperson of the City's Marina, Parks/Forestry Board; and

(d) The Chamber Executive Director and One (1) representative of a major countywide attraction having a direct impact on increasing overnight stays in the City of Sheboygan.

All members of the Tourism Board shall be voting, except for the representatives in (1)(d) above whom shall serve as ex-officio non-voting board members.

(2) Said Tourism Board shall not constitute nor be deemed a tourism commission for purposes of Sec. 66.0615, Wis. Stats. While recognizing that the Chamber Board of Directors has ultimate responsibility for the Services provided by the Chamber pursuant to this Agreement and any personnel hired by the Chamber to carry out Services, the Chamber does represent that its intention is the Chamber's Board of Directors shall give due deference to the decisions and recommendations of the Tourism Board. The Tourism Board shall elect a Chair to a one (1) year term. The Chair will set the frequency of meetings, set meeting agendas, and coordinate the review and approval processes for the budget and

marketing activities. The Chamber shall include and notify the City's mayor or designee to participate in Chamber Executive Committee discussions when tourism topics or issues are included in the Chamber Executive Committee's monthly meeting agenda.

(3) The Tourism Board shall define, review and approve goals, objectives and measurement criteria included in the Chamber's annual plan for tourism promotion and development.

II. Event Management Services.

A. The Chamber shall assume responsibility for sponsorships, organizing, promoting and executing the Independence Day Celebration ("IDC") and such number of summer Wednesday evening Sheboygan Pops Concerts in Fountain Park as agreed by the City and Chamber (collectively the "Events") as follows:

(1) Logistics. The Chamber will coordinate and manage all pre-event logistics and supplier services and needs, on-site management, sponsorship fulfillment and post-event functions for the Events. All agreements with third parties for services or needs for the Events shall be by and between the third party and the Chamber. The services will include without limitation:

(a) Coordinating parade entry and management of the IDC parade, including coordination of line-up, route management, on-site management, parade marshal coordination, parade judges, winner acknowledgement and official parade announcements.

(b) Negotiation for services and management of all necessary suppliers such as porta-potty/metro needs for the parade, the lakeshore parks and fireworks viewing areas, children and family entertainment (i.e. inflatables), tent, fencing, seating and logistical setup, electrical fulfillment, musical entertainment and logistics including lights, sound and staging, vendor coordination and

specifications for county health code and general safety, signage and promotional material for sponsor fulfillment and public management, advertising production and placement for event promotion and/or public service announcements and any other supplier relationships that may be necessary to successfully manage the IDC.

(c) Coordination and collaboration with the Sheboygan Police Department, Sheboygan Fire Department, Department of Public Works and any other municipal entities or departments as necessary to ensure public safety and proper use and need for City equipment and services, including but not limited to public park use, traffic control, on-site security, use and placement of park equipment, trash coordination for parks, street closures, crowd control, etc.

(d) The Chamber agrees to handle all permits, requests to Common Council, reservations to the Department of Public Works, and any other permits, licenses or permissions necessary to ensure that proper resources and notifications are agreed to in advance by all parties and City departments involved in the IDC.

(e) The parties recognize that an exact delineation of the services is not practical, given the broad nature of the IDC, but the parties do agree that the City shall have final approval for all general event schedules of the IDC.

(f) The Chamber shall have no responsibility for the procurement, running or displaying of fireworks.

(2) Sponsorship. The City shall be responsible for securing funding for the IDC through sponsorships. The Chamber shall work and cooperate with the City to solicit prospective sponsors, with the intent of negotiating sponsor agreements between the City and the

sponsoring individual, organization or company to procure funds for the IDC. The City and Chamber may also solicit members of the Tourism Board to assist in the procurement of sponsorships for the IDC. The Chamber shall invoice all sponsors on behalf of the City and shall collect all sponsor funds and hold the same for use only for the payment of the costs of the IDC.

(3) IDC Cost. The Chamber shall create a budget to be submitted to the City no later than March 31 for the year's IDC. The budget shall outline all anticipated event costs including estimated cost of staff time to plan, coordinate and manage the events, including post-event wrap-up and reconciliation. The proposed budget shall be reviewed and approved by the City prior to the Chamber providing further Services. In the event sponsor funding exceeds expenses for an IDC, the Chamber will hold the excess funds for the next year's IDC or pay the excess funds to the City for future IDC expenses. In the event that sponsor funding falls short of covering event expenses, the Chamber will work with the City on budget cut decisions, and the City shall have responsibility for covering any shortfall. A final profit and loss statement for the IDC shall be presented to the City following the IDC and after all invoices have been received, but no later than September 1.

(4) Additional City Services. The City recognizes the IDC requires use of City land and services. The City agrees to provide use of the following for the IDC at no cost:

(a) Use of Deland Park, including pavilions, shelters and structures, for the IDC.

(b) Use of City streets and lots, upon approval of parade permit submitted by the Chamber and approved by the Sheboygan Police Department, as necessary for parade staging and route commencement.

(c) Appropriate police aid for traffic

control and crowd control throughout the IDC.

(d) Appropriate support and equipment from the Department of Public Works for park maintenance, picnic tables, grills, and any other equipment under the purview of the department for use during the IDC.

III. General Provisions.

A. Term. This Agreement shall be for a one (1) year term beginning January 1, 2015 and ending December 31, 2015, and shall automatically renew for successive annual periods unless a notice of nonrenewal is given by either party to the other at least four (4) months prior to the end of the then current term.

B. Default. Should either party be in default of the terms and provisions of this Agreement, and such default continues for more than thirty (30) days after written notice of the same from the non-defaulting party, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. Should the Chamber fail to have received an approved budget as set forth in Paragraph I.C. above by December 15 of the year in which the budget was submitted for approval, either party may, at its option, declare this Agreement terminated and of no further force and effect. Upon any termination of this Agreement, the City agrees to reimburse the Chamber for any payments made for outstanding obligations to third-party vendors incurred by the Chamber for tourism promotion and development or event management services pursuant to this Agreement.

C. Modifications. This Agreement may be modified or amended by the parties at any time provided such changes are mutually agreed to, in writing, and signed by both parties.

D. Assignment by Chamber. The Chamber shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without prior consent of the City in writing.

E. Limitation of Authority. Except as may be specifically provided for with respect to event management services as provided in Section II hereof, the Chamber shall have no power to solicit proposals, bids or contracts on behalf of the City and no authority to bind the City or act in the City's behalf in any manner whatsoever. The Chamber's authority is hereby limited to those duties and responsibilities specifically enumerated herein.

F. Verification of Expenditures. The Chamber shall submit quarterly financial reports to the City detailing the revenues received and the expenses incurred in furtherance of its obligations under this Agreement. In addition, the Finance Director/Treasurer of the City shall have access to such books and records of the Chamber pertaining to expenditures of room tax monies received hereunder for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public. The City, at its discretion and cost, may request an independent third party financial review.

G. Release of Claims. In consideration of the City entering into this Agreement with the Chamber, the Chamber hereby irrevocably and unconditionally releases, waives, and fully and forever discharges the City and its respective agents, servants, attorneys, officers and employees (whether past or present) and their respective successors and assigns from any and all claims, liabilities, damages, losses, costs or obligations of any kind or nature whatsoever, including, but not limited to, those for attorney's fees and costs, whether known or unknown, anticipated or unanticipated, which in any way relate to the City's application of the Room Tax Statute, Sec. 66.0615, Wis. Stats., now or in the past, or the City's collection, use and/or distribution of room tax dollars in the past or pursuant to this Agreement, or any renewal thereof.

H. Nondiscrimination Provision. The parties agree not to discriminate against any employee or applicant for employment on the basis of age, race, creed, color, disability, marital status, sex, national

origin, ancestry, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or the State of Wisconsin or use or nonuse of lawful products off the employer's premises during nonworking hours.

I. Superseding Effect. As of January 1, 2015, this Agreement shall supersede the Tourism Promotion and Development Agreement dated _____, 2012.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

DATED: _____

SHEBOYGAN COUNTY CHAMBER OF COMMERCE, INC.

BY: _____
Louis P Gentine II
President

ATTEST: _____
Betsy Alles
Executive Director

DATED: _____

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. February 2, 2015.

Your Committee to whom was referred Res. No. 137-14-15 by Alderperson Heidemann authorizing advertising for bids for concrete paving of S. 32nd St.(Crocker Ave. to Washington Ave.), reconstruction of Parking Lot No. 13, New York Ave. (N. 8th St. to N. 7th St.), N. 8th St. (Wisconsin Ave. to New York Ave.) and storm sewer in Michigan Ave. (N. 4th St. to N. 3rd St.); 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

5.2

Res. No. 137 - 14 - 15. By Alderperson Heidemann. January 19, 2015.

A RESOLUTION authorizing advertising for bids for the concrete paving of S. 32nd Street (Crocker Avenue to Washington Avenue), the reconstruction of Parking Lot No. 13, the reconstruction of New York Avenue (N. 8th Street to N. 7th Street), the reconstruction of N. 8th Street (Wisconsin Avenue to New York Avenue), and the reconstruction of a storm sewer in Michigan Avenue (N. 4th Street to N. 3rd Street).

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 concrete paving of S.32nd Street (Crocker Avenue to Washington Avenue), reconstruction of Parking Lot No. 13, the reconstruction of New York Avenue (N. 8th Street to N. 7th Street), the reconstruction of N. 8th Street (Wisconsin Avenue to New York Avenue), and the reconstruction of a storm sewer in Michigan Avenue (N. 4th Street to N. 3rd Street) 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. works approval

_____

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 2, 2015.

Your Committee to whom was referred Res. No. 137-14-15 by Alderperson Heidemann authorizing advertising for bids for concrete paving of S. 32nd St.(Crocker Ave. to Washington Ave.), reconstruction of Parking Lot No. 13, New York Ave. (N. 8th St. to N. 7th St.), N. 8th St. (Wisconsin Ave. to New York Ave.) and storm sewer in Michigan Ave. (N. 4th St. to N. 3rd St.); 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

5.2

Res. No. 137 - 14 - 15. By Alderperson Heidemann. January 19, 2015.

A RESOLUTION authorizing advertising for bids for the concrete paving of S. 32nd Street (Crocker Avenue to Washington Avenue), the reconstruction of Parking Lot No. 13, the reconstruction of New York Avenue (N. 8th Street to N. 7th Street), the reconstruction of N. 8th Street (Wisconsin Avenue to New York Avenue), and the reconstruction of a storm sewer in Michigan Avenue (N. 4th Street to N. 3rd Street).

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 concrete paving of S.32nd Street (Crocker Avenue to Washington Avenue), reconstruction of Parking Lot No. 13, the reconstruction of New York Avenue (N. 8th Street to N. 7th Street), the reconstruction of N. 8th Street (Wisconsin Avenue to New York Avenue), and the reconstruction of a storm sewer in Michigan Avenue (N. 4th Street to N. 3rd Street) 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. works approval

_____

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 2, 2015.

Your Committee to whom was referred Res. No. 138-14-15 by Alderperson Heidemann authorizing entering into contract with Century Fence Company of Pewaukee for the purposes of supplying and installing new chain link fence at Wildwood Athletic Park for softball Field 2 and 3; 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

5.3

Res. No. 138 - 14 - 15 . By Alderperson Heidemann. January 19, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Century Fence Company of Pewaukee for the purposes of supplying and installing new chain link fence at Wildwood Athletic Park for softball Field Two and Three.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to the City parks standardizing all fencing at the Wildwood Athletic Park, and

WHEREAS, Century Fence Company has already been used for Field One in 2014 and has been predominantly used in the City of Sheboygan.

RESOLVED: That the appropriate City officials are hereby authorized to waive the competitive bid requirements and enter into contract with Century Fence Company for supplying and installing new chain link fence at Wildwood Park for the purchase of fencing for $16,865.00 in payment of same from Building Exterior Maintenance fund 10153000-524110.

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

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. February 2, 2015.

Your Committee to whom was referred Res. No. 139-14-15 by Alderperson Heidemann authorizing entering agreement with the Mid-Lake Softball Organization, Inc. and the City of Sheboygan for operation and management of the Wildwood Softball Complex; 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

5.4

Res. No. 139 - 14 - 15. By Alderperson Heidemann. January 19, 2015.

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

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

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

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

THIS AGREEMENT, hereinafter referred to as the "Agreement," made as of the _____ day of _____, 2015, by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin, hereinafter referred to as the "City", and the Mid-Lake Softball Organization, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the "MLSO."

RECITALS

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

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

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

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

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

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

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

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

(d) The MLSO shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the premises of the Wildwood Softball Complex, and shall limit the sale of fermented malt beverages, to be served only in paper or plastic cups, plastic bottles or cans, to only those times when softball tournament activities, league play or exhibition events are taking place at the Wildwood Softball Complex.

(e) The MLSO shall utilize their best efforts to return to the City, each year, twenty (20%) percent or more of the gross revenues from MLSO's operation of the Wildwood Softball Complex during that year, which said funds shall be held by the City for use exclusively for softball facility improvements as approved by the City.

3. Subject to Section 2(e) above, the City agrees that the MLSO may have use of the Wildwood Softball Complex at no charge during the softball season for the purpose of softball activities which shall include appropriate practice sessions,

league games and MLSO sponsored tournaments; exclusive concession rights for food and drink at the Wildwood Softball Complex during such time as the said Complex is open and being used for MLSO sponsored softball activities, and the right to charge other designated teams, organizations and clubs a fee for the use of the concession stand and equipment designated by the MLSO according to the predetermined and Common Council approved fee schedule in effect at the time of said use.

4. At the commencement of this Agreement, the City shall provide MLSO the use of the following ballfield grooming, lawn mowing and miscellaneous equipment that has traditionally been kept at the Wildwood Softball Complex:

1 Smithco ball diamond groomer
1 string trimmer
1 grease gun
14 existing picnic tables at the softball complex
1 fryer
Garbage cans

All maintenance, repair and replacement of this equipment shall be the responsibility of the MLSO.

5. During the term of this Agreement, the City will provide the following services and supplies for the Wildwood Softball Complex:

(a) The City will provide the MLSO with use of the existing storage garage at the Softball Complex and use of one City Public Works Department dumpster. The City agrees to provide garbage collection services, but limited to the City's normal collection schedule only;

(b) Mowing of playing fields once per week;

(c) Restroom supplies of toilet paper and hand towels;

(d) Playground maintenance to remain compliant with current standards; and

(e) Tree trimming as needed to correct hazards and eliminate impediments to softball games.

(f) At the discretion of the Public Works Department, the department may assist in maintenance of items listed in Section 6(l).

6. During the term of this Agreement, the following services will not be provided by the City and shall be the responsibility of the MLSO:

(a) Gas, oil, grease or any maintenance, repair or replacement of equipment;

(b) String trimmer string;

(c) Garbage bags;

(d) Flags;

(e) Sanitary napkins/tampons;

(f) Plumbing and electrical repairs and maintenance;

(g) Ballfield supplies, such as Diamond Mix, Turface, chalk, etc.;

(h) Waterline and sprinkler maintenance;

(i) Snow plowing;

(j) Provision of hand tools;

(k) Grooming work, including but not limited to mowing of fields more than once a week, grass and weed trimming, lawn rolling, infield and warning track grading, etc.;

(l) Maintenance and repair of all existing facilities, including but not limited to scoreboards, fencing, lighting (including bulb replacement), fields, bleachers, dugouts, concession stands, except as otherwise provided in this Agreement; and

7. Improvements/Modifications to Wildwood Softball Complex by MLSO. Any park improvements or modification projects planned to be performed, contracted for or supervised by the MLSO shall be submitted in writing to the City in advance for approval. Proposals shall contain a description of the planned

project and be accompanied by drawings appropriate for the scale of the project, along with a funding plan outlining the project expenses and sources of funding. MLSO shall be responsible for obtaining all required permits and inspections, and pay all associated fees. Any such approved park improvements or modifications to the Wildwood Softball Complex shall be free and clear of all liens and encumbrances and shall attach to the real estate and become the property of the City. All funding from MLSO's gross revenues from operations of the Wildwood Softball Complex expended for such approved park improvements or modifications shall be applied toward MLSO's financial goal set forth in Section 2(e) above.

8. MLSO shall, at the end of each softball season, present to the City all of MLSO's books and accounting records for purposes of review and analysis, which such books and records shall be returned by the City to the MLSO upon completion of the City's review. In addition, at City's request, MLSO will have prepared and submitted to the City, at MLSO expense, an audited financial report for the just completed softball year.

9. The MLSO shall not knowingly discriminate against:

(a) Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as MLSO League play and/or MLSO sponsored softball tournaments and/or MLSO activities are concerned.

(b) Any organized softball club or clubs within the City in such a manner as to place upon such club or clubs conditions or costs that are inconsistent with City of Sheboygan approved rules, regulations and fee schedules at the Wildwood Softball Complex.

(c) Any individual who attends as either a participant or spectator at any MLSO sponsored softball activities at the Wildwood Softball Complex or any other City ballfields.

10. The MLSO agrees that membership in the MLSO shall remain open to all residents of the City of Sheboygan.

11. The MLSO agrees to abide by all rules, regulations, ordinances and resolutions as shall be established for the operation, maintenance and use of the Wildwood Softball Complex.

12. The MLSO shall save the City of Sheboygan harmless from any liability by reason of injury to any person or persons, or damage to property of any person or persons, arising out of the MLSO's activities, actions and/or services at the Wildwood Softball Complex, and agrees that it will carry indemnity insurance as against said liability in the sum of not less than Two Million ($2,000,000) dollars, naming the City of Sheboygan as additional insured, and will cause to be filed with the City proof of such insurance.

13. The MLSO agrees that during the term of this Agreement it will provide for its board of directors to be comprised of not less than two (2) representatives of the City, as non-voting members.

14. The MLSO agrees that during the term of this Agreement its Treasurer or other officer responsible for the custody and control of MLSO's finances shall maintain a fidelity bond sufficient in amount to protect the MLSO from loss by reason of acts of fraud or dishonesty on the part of the treasurer directly or through connivance with others. MLSO shall file with the City evidence of compliance with this provision.

15. Term. This Agreement shall be in force and in effect for an initial term commencing January 1, 2015 and ending December 31, 2015. If not earlier terminated as provided in Section 16 below, unless either party gives notice in writing to the other at least thirty (30) days prior to the end of the initial or extended term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2019.

16. Termination. This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. This Agreement may be terminated by either party without cause upon ninety (90) days advance written notice to the other party. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

17. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

18. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 17. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

19. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

20. Amendment. This Agreement may be amended only by a writing signed by both Parties.

21. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both Parties.

22. Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

23. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof, or any ruling, decision or order of a state or federal court or arbitrator with appropriate jurisdiction.

24. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

25. Counterparts. This Agreement may be executed in two or more counterparts and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MID-LAKE SOFTBALL ORGANIZATION, INC.

By: _____

Date: _____

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen
Mayor

Date: _____

ATTEST:

_____
Susan Richards
City Clerk

Date: _____

Agmt/Mid-Lake Softball/clean-1-27-15

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

THIS AGREEMENT, hereinafter referred to as the "Agreement," made as of the _____ day of _____, 2015, by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin, hereinafter referred to as the "City", and the Mid-Lake Softball Organization, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the "MLSO."

RECITALS

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

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

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

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

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

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

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

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

(d) The MLSO shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the premises of the Wildwood Softball Complex, and shall limit the sale of fermented malt beverages, to be served only in paper or plastic cups, plastic bottles or cans, to only those times when softball tournament activities, league play or exhibition events are taking place at the Wildwood Softball Complex.

(e) The MLSO shall utilize their best efforts to return to the City, each year, twenty (20%) percent or more of the gross revenues from MLSO's operation of the Wildwood Softball Complex during that year, which said funds shall be held by the City for use exclusively for softball facility improvements as approved by the City.

3. Subject to Section 2(e) above, the City agrees that the MLSO may have use of the Wildwood Softball Complex at no charge during the softball season for the purpose of softball activities which shall include appropriate practice sessions,

league games and MLSO sponsored tournaments; exclusive concession rights for food and drink at the Wildwood Softball Complex during such time as the said Complex is open and being used for MLSO sponsored softball activities, and the right to charge other designated teams, organizations and clubs a fee for the use of the concession stand and equipment designated by the MLSO according to the predetermined and Common Council approved fee schedule in effect at the time of said use.

4. At the commencement of this Agreement, the City shall provide MLSO the use of the following ballfield grooming, lawn mowing and miscellaneous equipment that has traditionally been kept at the Wildwood Softball Complex:

1 Smithco ball diamond groomer
1 string trimmer
1 grease gun
14 existing picnic tables at the softball complex
1 fryer
Garbage cans

All maintenance, repair and replacement of this equipment shall be the responsibility of the MLSO.

5. During the term of this Agreement, the City will provide the following services and supplies for the Wildwood Softball Complex:

(a) The City will provide the MLSO with use of the existing storage garage at the Softball Complex and use of one City Public Works Department dumpster. The City agrees to provide garbage collection services, but limited to the City's normal collection schedule only;

(b) Mowing of playing fields once per week;

(c) Restroom supplies of toilet paper and hand towels;

(d) Playground maintenance to remain compliant with current standards; and

(e) Tree trimming as needed to correct hazards and eliminate impediments to softball games.

(f) At the discretion of the Public Works Department, the department may assist in maintenance of items listed in Section 6(l).

6. During the term of this Agreement, the following services will not be provided by the City and shall be the responsibility of the MLSO:

(a) Gas, oil, grease or any maintenance, repair or replacement of equipment;

(b) String trimmer string;

(c) Garbage bags;

(d) Flags;

(e) Sanitary napkins/tampons;

(f) Plumbing and electrical repairs and maintenance;

(g) Ballfield supplies, such as Diamond Mix, Turface, chalk, etc.;

(h) Waterline and sprinkler maintenance;

(i) Snow plowing;

(j) Provision of hand tools;

(k) Grooming work, including but not limited to mowing of fields more than once a week, grass and weed trimming, lawn rolling, infield and warning track grading, etc.;

(l) Maintenance and repair of all existing facilities, including but not limited to scoreboards, fencing, lighting (including bulb replacement), fields, bleachers, dugouts, concession stands, except as otherwise provided in this Agreement; and

~~(m) Electricity for the concession stand building.~~

7. Improvements/Modifications to Wildwood Softball Complex by MLSO. Any park improvements or modification projects planned to be performed, contracted for or supervised by the

MLSO shall be submitted in writing to the City in advance for approval. Proposals shall contain a description of the planned project and be accompanied by drawings appropriate for the scale of the project, along with a funding plan outlining the project expenses and sources of funding. MLSO shall be responsible for obtaining all required permits and inspections, and pay all associated fees. Any such approved park improvements or modifications to the Wildwood Softball Complex shall be free and clear of all liens and encumbrances and shall attach to the real estate and become the property of the City. All funding from MLSO's gross revenues from operations of the Wildwood Softball Complex expended for such approved park improvements or modifications shall be applied toward MLSO's financial goal set forth in Section 2(e) above.

8. MLSO shall, at the end of each softball season, present to the City all of MLSO's books and accounting records for purposes of review and analysis, which such books and records shall be returned by the City to the MLSO upon completion of the City's review. In addition, at City's request, MLSO will have prepared and submitted to the City, at MLSO expense, an audited financial report for the just completed softball year. ~~shall submit its annual CPA audited financial statements to the City for review on or before January 1st of the following year.~~

9. The MLSO shall not knowingly discriminate against:

(a) Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as MLSO League play and/or MLSO sponsored softball tournaments and/or MLSO activities are concerned.

(b) Any organized softball club or clubs within the City in such a manner as to place upon such club or clubs conditions or costs that are inconsistent with City of Sheboygan approved rules, regulations and fee schedules at the Wildwood Softball Complex.

(c) Any individual who attends as either a participant or spectator at any MLSO sponsored softball activities at the Wildwood Softball Complex or any other City ballfields.

10. The MLSO agrees that membership in the MLSO shall remain open to all residents of the City of Sheboygan.

11. The MLSO agrees to abide by all rules, regulations, ordinances and resolutions as shall be established for the operation, maintenance and use of the Wildwood Softball Complex.

12. The MLSO shall save the City of Sheboygan harmless from any liability by reason of injury to any person or persons, or damage to property of any person or persons, arising out of the MLSO's activities, actions and/or services at the Wildwood Softball Complex, and agrees that it will carry indemnity insurance as against said liability in the sum of not less than Two Million ($2,000,000) dollars, naming the City of Sheboygan as additional insured, and will cause to be filed with the City proof of such insurance.

13. The MLSO agrees that during the term of this Agreement it will provide for its board of directors to be comprised of not less than two (2) representatives of the City, as non-voting members.

14. The MLSO agrees that during the term of this Agreement its Treasurer or other officer responsible for the custody and control of MLSO's finances shall maintain a fidelity bond sufficient in amount to protect the MLSO from loss by reason of acts of fraud or dishonesty on the part of the treasurer directly or through connivance with others. MLSO shall file with the City evidence of compliance with this provision.

15. Term. This Agreement shall be in force and in effect for an initial term commencing January 1, 2015 and ending December 31, 2015. If not earlier terminated as provided in Section 16 below, unless either party gives notice in writing to the other at least thirty (30) days prior to the end of the initial or extended term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2019.

16. Termination. This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. This Agreement may be terminated by either party without cause upon ninety (90) days advance written notice to the other party. Expiration or

termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

17. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

18. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 17. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

19. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

20. Amendment. This Agreement may be amended only by a writing signed by both Parties.

21. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both Parties.

22. Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed

in all respects as if such invalid or unenforceable provisions were omitted.

23. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof, or any ruling, decision or order of a state or federal court or arbitrator with appropriate jurisdiction.

24. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

25. Counterparts. This Agreement may be executed in two or more counterparts and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MID-LAKE SOFTBALL ORGANIZATION, INC.

By: _____

Date: _____

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen
Mayor

Date: _____

ATTEST:

_____
Susan Richards
City Clerk

Date: _____

Agmt/Mid-Lake Softball/redlined-1-27-15

COPY

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

THIS AGREEMENT, hereinafter referred to as the "Agreement," made as of the 6th day of February, 2015, by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin, hereinafter referred to as the "City", and the Mid-Lake Softball Organization, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the "MLSO."

RECITALS

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

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

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

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

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

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

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

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

(d) The MLSO shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the premises of the Wildwood Softball Complex, and shall limit the sale of fermented malt beverages, to be served only in paper or plastic cups, plastic bottles or cans, to only those times when softball tournament activities, league play or exhibition events are taking place at the Wildwood Softball Complex.

(e) The MLSO shall utilize their best efforts to return to the City, each year, twenty (20%) percent or more of the gross revenues from MLSO's operation of the Wildwood Softball Complex during that year, which said funds shall be held by the City for use exclusively for softball facility improvements as approved by the City.

3. Subject to Section 2(e) above, the City agrees that the MLSO may have use of the Wildwood Softball Complex at no charge during the softball season for the purpose of softball activities which shall include appropriate practice sessions,

league games and MLSO sponsored tournaments; exclusive concession rights for food and drink at the Wildwood Softball Complex during such time as the said Complex is open and being used for MLSO sponsored softball activities, and the right to charge other designated teams, organizations and clubs a fee for the use of the concession stand and equipment designated by the MLSO according to the predetermined and Common Council approved fee schedule in effect at the time of said use.

4. At the commencement of this Agreement, the City shall provide MLSO the use of the following ballfield grooming, lawn mowing and miscellaneous equipment that has traditionally been kept at the Wildwood Softball Complex:

1 Smithco ball diamond groomer
1 string trimmer
1 grease gun
14 existing picnic tables at the softball complex
1 fryer
Garbage cans

All maintenance, repair and replacement of this equipment shall be the responsibility of the MLSO.

5. During the term of this Agreement, the City will provide the following services and supplies for the Wildwood Softball Complex:

(a) The City will provide the MLSO with use of the existing storage garage at the Softball Complex and use of one City Public Works Department dumpster. The City agrees to provide garbage collection services, but limited to the City's normal collection schedule only;

(b) Mowing of playing fields once per week;

(c) Restroom supplies of toilet paper and hand towels;

(d) Playground maintenance to remain compliant with current standards; and

(e) Tree trimming as needed to correct hazards and eliminate impediments to softball games.

(f) At the discretion of the Public Works Department, the department may assist in maintenance of items listed in Section 6(l).

6. During the term of this Agreement, the following services will not be provided by the City and shall be the responsibility of the MLSO:

(a) Gas, oil, grease or any maintenance, repair or replacement of equipment;

(b) String trimmer string;

(c) Garbage bags;

(d) Flags;

(e) Sanitary napkins/tampons;

(f) Plumbing and electrical repairs and maintenance;

(g) Ballfield supplies, such as Diamond Mix, Turface, chalk, etc.;

(h) Waterline and sprinkler maintenance;

(i) Snow plowing;

(j) Provision of hand tools;

(k) Grooming work, including but not limited to mowing of fields more than once a week, grass and weed trimming, lawn rolling, infield and warning track grading, etc.;

(l) Maintenance and repair of all existing facilities, including but not limited to scoreboards, fencing, lighting (including bulb replacement), fields, bleachers, dugouts, concession stands, except as otherwise provided in this Agreement; and

7. Improvements/Modifications to Wildwood Softball Complex by MLSO. Any park improvements or modification projects planned to be performed, contracted for or supervised by the MLSO shall be submitted in writing to the City in advance for approval. Proposals shall contain a description of the planned

project and be accompanied by drawings appropriate for the scale of the project, along with a funding plan outlining the project expenses and sources of funding. MLSO shall be responsible for obtaining all required permits and inspections, and pay all associated fees. Any such approved park improvements or modifications to the Wildwood Softball Complex shall be free and clear of all liens and encumbrances and shall attach to the real estate and become the property of the City. All funding from MLSO's gross revenues from operations of the Wildwood Softball Complex expended for such approved park improvements or modifications shall be applied toward MLSO's financial goal set forth in Section 2(e) above.

8. MLSO shall, at the end of each softball season, present to the City all of MLSO's books and accounting records for purposes of review and analysis, which such books and records shall be returned by the City to the MLSO upon completion of the City's review. In addition, at City's request, MLSO will have prepared and submitted to the City, at MLSO expense, an audited financial report for the just completed softball year.

9. The MLSO shall not knowingly discriminate against:

(a) Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as MLSO League play and/or MLSO sponsored softball tournaments and/or MLSO activities are concerned.

(b) Any organized softball club or clubs within the City in such a manner as to place upon such club or clubs conditions or costs that are inconsistent with City of Sheboygan approved rules, regulations and fee schedules at the Wildwood Softball Complex.

(c) Any individual who attends as either a participant or spectator at any MLSO sponsored softball activities at the Wildwood Softball Complex or any other City ballfields.

10. The MLSO agrees that membership in the MLSO shall remain open to all residents of the City of Sheboygan.

11. The MLSO agrees to abide by all rules, regulations, ordinances and resolutions as shall be established for the operation, maintenance and use of the Wildwood Softball Complex.

12. The MLSO shall save the City of Sheboygan harmless from any liability by reason of injury to any person or persons, or damage to property of any person or persons, arising out of the MLSO's activities, actions and/or services at the Wildwood Softball Complex, and agrees that it will carry indemnity insurance as against said liability in the sum of not less than Two Million ($2,000,000) dollars, naming the City of Sheboygan as additional insured, and will cause to be filed with the City proof of such insurance.

13. The MLSO agrees that during the term of this Agreement it will provide for its board of directors to be comprised of not less than two (2) representatives of the City, as non-voting members.

14. The MLSO agrees that during the term of this Agreement its Treasurer or other officer responsible for the custody and control of MLSO's finances shall maintain a fidelity bond sufficient in amount to protect the MLSO from loss by reason of acts of fraud or dishonesty on the part of the treasurer directly or through connivance with others. MLSO shall file with the City evidence of compliance with this provision.

15. Term. This Agreement shall be in force and in effect for an initial term commencing January 1, 2015 and ending December 31, 2015. If not earlier terminated as provided in Section 16 below, unless either party gives notice in writing to the other at least thirty (30) days prior to the end of the initial or extended term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2019.

16. Termination. This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. This Agreement may be terminated by either party without cause upon ninety (90) days advance written notice to the other party. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

17. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

18. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 17. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

19. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

20. Amendment. This Agreement may be amended only by a writing signed by both Parties.

21. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both Parties.

22. Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

23. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof, or any ruling, decision or order of a state or federal court or arbitrator with appropriate jurisdiction.

24. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

25. Counterparts. This Agreement may be executed in two or more counterparts and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MID-LAKE SOFTBALL ORGANIZATION, INC.

By: Joseph R Lamb

Date: 2/4/15

CITY OF SHEBOYGAN

By: Michael J Vandersteen

Michael J. Vandersteen
Mayor

Date: 2/6/15

ATTEST:

Susan Richards

Susan Richards
City Clerk

Date: 2/6/15

Agmt/Mid-Lake Softball/clean-1-27-15

DOCUMENT #5247

An agreement between City of Sheboygan and the Mid-Lake Softball Organization, Inc. for operation at Wildwood Softball Complex.

Res. No. 139-14-15.

February 19, 2015.

II

R. O. No. ____ - 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

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

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.

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)

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
Ronde 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)

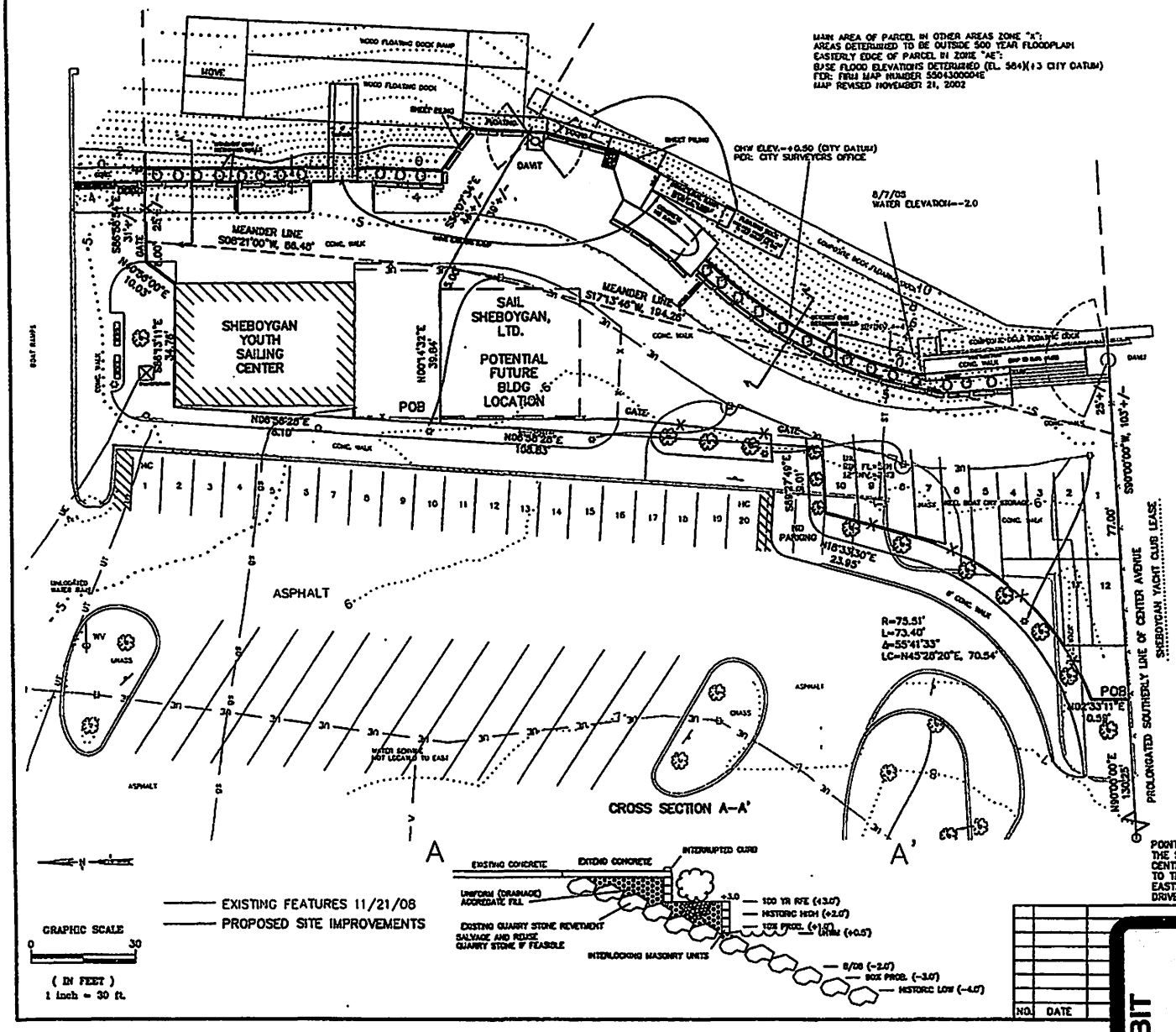
NOTARY PUBLIC
JENNIFER D. WESTENBERGER
STATE OF WISCONSIN

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 N18°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°56'54"E, 6.00 FEET TO A MEANDER LINE OF LAKE MICHIGAN;
THENCE S08°21'00"W ALONG SAID MEANDER LINE, 65.48 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°58'28"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.

POINT OF COMMENCEMENT– THE SOUTHERLY LINE OF CENTER AVENUE PROLONGATED TO THE EAST AND THE EASTERLY LINE OF BROUGHTON DRIVE

NO.	DATE		BY

SHEBOYGAN YOUTH SAILING CENTER & SAIL SHEBOYGAN LEASE BOUNDARIES

MILLER ENGINEERS SCIENTISTS
An Oneida Seven Company
5308 S. 12th Street
Sheboygan, WI 53081-8099
Phone 920-458-6164
Fax 920-458-0369
www.stortwithmiller.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 RJM	

EXHIBIT B
Exhibits

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 Chris Werner ~~Jennifer D. Westenberger~~ 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

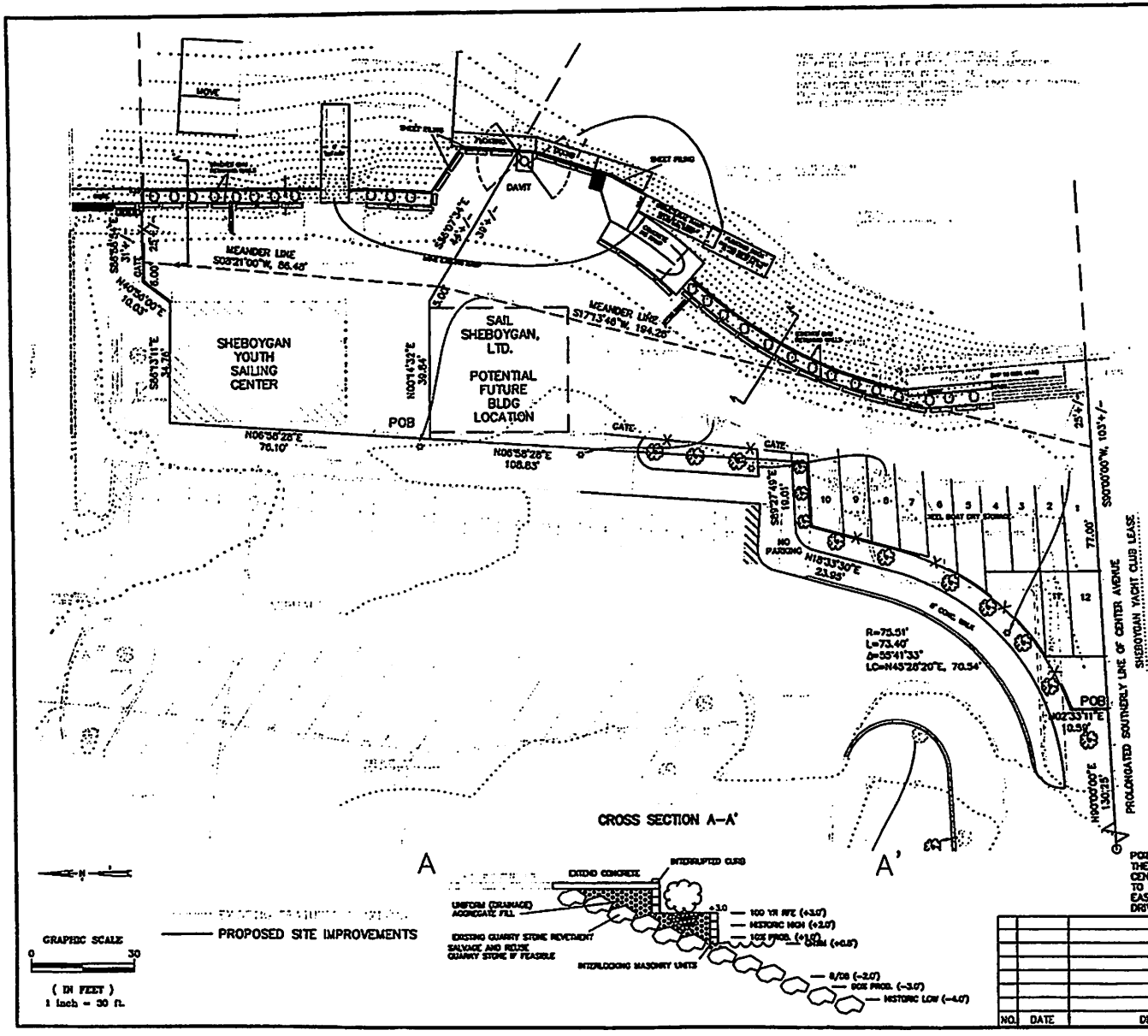
This Agreement is approved and authorized in accordance with Res. No. 182-08-09.

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°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 S85°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 S03°21'00"W ALONG SAID MEANDER LINE, 66.48 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°58'28"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.

POINT OF COMMENCEMENT– THE SOUTHERLY LINE OF CENTER AVENUE PROLONGATED TO THE EAST AND THE EASTERLY LINE OF BROUGHTON DRIVE

NO.	DATE	DESCRIPTION	BY

SHEBOYGAN YOUTH SAILING CENTER & SAIL SHEBOYGAN LEASE BOUNDARIES

MILLER ENGINEERS SCIENTISTS
An Employee Owned Company
5308 S. 12th Street
Sheboygan, WI 53081-6099
Phone 920-458-6164
Fax 920-458-0369
www.starts@miller.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 6-17824-H	CK RM	

II

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

Submitting a communication from Reinhart Attorneys at Law being a Claim for Excessive Assessment regarding NRFC Memorial Holdings, LLC, owner of parcel No. 59281-215850.

Susan Richards
City Clerk

Finance

II

emailed 1/23/14

rec'd 1/23/15 S. Richards

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018 #29-14

22 East Mifflin Street
Suite 600
Madison, WI 53703

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

January 20, 2015

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

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Process Server
Time 2:55 A.M. - P.M. Date 1/23/15
Served Upon Sue Richards
828 Center Avenue Sheboygan
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

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

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

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

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2014, plus statutory interest, with respect to the Property.

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

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

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

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.9063831% as of January 1, 2014.

6. For 2014, property tax was imposed on property in the City at the rate of $26.980421 per $1,000 for of the assessed value for Property.

7. For 2014, the City's assessor set the assessment of the Property at $12,424,400.

8. Claimant appealed the 2014 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

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

10. The City imposed tax on the Property in the amount of $335,216.

11. Claimant is timely paying the property taxes imposed by the City on the Property for 2014, or the required installment thereof.

12. The fair market value of the Property as of January 1, 2014 was no higher than $3,000,000.

13. Based on the aggregate ratio of 96.9063831%, the correct assessment of the Property for 2014 is no higher than $2,907,191.

14. Based on the tax rate of $26.980421 per $1,000 of assessed value, the correct amount of property tax on the Property for 2014 should be no higher than $78,437.

15. The 2014 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2014 was excessive in at least the amount of $256,778.

16. Claimant is entitled to a refund of 2014 tax in the amount of $256,778, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

17. The amount of this claim is $256,778, plus interest thereon.

Dated at Madison, Wisconsin, this 20th day of January, 2015.

Sincerely yours,

Don M. Millis
Agent for Claimant

28875845

II

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

Submitting a Claim for Damages from Dubin & Balistreri, LTD on behalf of their client Kristi Potochnik (addition to claim #5-14).

Finance

Susan Richards
City Clerk

II

JAN 20 '15 AM11:42 Claim #5-14 emailed 1/20/15

CLAIM FOR DAMAGES

TO: John Dolson, Clerk
City of Sheboygan City Hall
828 Center Ave., Suite 100
Sheboygan, WI 53081

CLAIMANT: Kristi Potochnik
2111 N. 10th St.
Sheboygan, WI 53081

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

The following claim for damages is made pursuant to Wis. Stats. Section 893.23 and 893.80(1d)(b).

1. Claimant, Kristi Potochnik, is an adult and resides at 2111 N. 10th St., Sheboygan, WI 53081.

2. On March 3, 2014, Kristi Potochnik was walking on a public sidewalk near the Q Mart located at 1006 Geele Avenue, Sheboygan, Wisconsin. Kristi Potochnik stepped off the curb, at North 10th Street at Geele Avenue, to proceed across the street, onto a snow-covered curb drain, which was missing a bar. Her right foot and leg went through the drain.

3. Kristi Potochnik sustained injuries to her right leg, right knee, back, pain and suffering, past and future, and medical expenses, past and future.

4. At all times material, the City of Sheboygan had actual notice of the claimants' injuries and damages and of the above described incident.

5. As a direct result of the negligence of the City of Sheboygan to maintain the curb drain near the intersection of North 10th Street and Geele Avenue, Sheboygan, Wisconsin, Kristi Potochnik sustained injuries and damages as follows:

a. Past medical and hospital expenses in the sum of $4,614.23

b. Past pain and suffering in the sum of $5,385.77

SLH Services
Server [illegible]
Date 1-20-15 Time 11:35 AM

WHEREFORE, claimants demand satisfaction as follows:

1. Kristi Potochnik demands satisfaction in the amount of $10,000.00 against the City of Sheboygan.

Dated this 14 day of January, 2015.

DUBIN & BALISTRERI, LTD.
Attorneys for Claimant Kristi Potochnik

Peter S. Balistreri
State Bar No. 1010401

DUBIN & BALISTRERI, LTD.
1551 North Prospect Avenue
Milwaukee, WI 53202
Tel: (414) 277-0600
Fax: (414) 277-5097
E-mail: peter@d-blaw.net

KRISTI POTOCHNIK
DATE OF ACCIDENT: 03/03/2014
ITEMIZATION OF SPECIAL DAMAGES

PROVIDER	TOTAL
Aurora Sheboygan Memorial Dr. Timothy C. Koch, D.O. 3/3/14	$2,137.73
Aurora Sheboygan Memorial Dr. Timothy C. Koch, D.O. 3/9/14	$1,677.50
Aurora Sheboygan Clinic Dr. Stephen C. Westcott, M.D. 3/11/14	$201.00
Aurora Sheboygan Clinic Dr. Stephen C. Westcott, M.D. 5/16/14	$299.00
Aurora Sheboygan Clinic Dr. Stephen C. Westcott, M.D. 6/9/14	$299.00
TOTAL MEDICAL EXPENSE:	$4,614.23

Updated January 14, 2015

II

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

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

PPS

Susan Richards
City Clerk

JAN 28 '15 PM 3:28

Date 1-28-15

My name is Patrick Meich.

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

Signature Shelly Kiel for D.O.C

Phone No (920) 459-6545

Info:
rec'd 1/28/15
sending to Council on 2/2/15
refer to PP&S to their 2/11/15 mtg.

S. Richards
City Clerk

III

Res. No. _____ - 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

_____

_____

_____

_____

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 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

_____

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 Hammond. February 2, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establish estimated revenue and appropriation for 2014 Community Development Block Grant Entitlement Program:

FROM	TO	AMOUNT
Community Block Grant Fund Entitlement 21461100-431901-0	Community Block Grant Fund Land Improvements 21461100-611100	$80,000

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

Finance

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 14 - 15. By Alderperson Heidemann. 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 WKO

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

III

Res. No. ____ - 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.

_____

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.

III

Res. No. ____ - 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.

_____

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

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)

_____

TENANT: _____ (Date)

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

Ann M Jenko 1/10/15 (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.

III

Res. No. _____ - 14 - 15. By Alderperson Hammond. 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 2015 Contracted Services in City Attorney Office

FROM	TO	AMOUNT
General Fund Unreserved Fund Balance 101-253000	General Fund City Attorney Contracted Services 10119100-521900	$5,000

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

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

VI

R. C. No. ____ - 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

_____ _____

_____ _____

_____ _____

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

10.1

II

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.

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

Susan Richards
City Clerk

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 2, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 214-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Taxicab Driver's License #0565 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, and his record as a repeat law violator.

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

VII

R. C. No. ___ - 14 - 15. By STRATEGIC FISCAL PLANNING. February 2, 2015.

Your Committee to whom was referred Gen. Ord. No. 37-14-15 by Alderperson Kath re-establishing the salary schedule for the office of Alderperson commencing in council year 2017-2019; recommends that the Ordinance be placed on file.

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

VII

6.4

R. C. No. 216 - 14 - 15. By WHOLE. December 1, 2014.

Your Committee to whom was referred Gen. Ord. No. 37-14-15 by Alderperson Kath re-establishing the salary schedule for the office of alderperson commencing in council year 2017-2019; recommends that the document be referred to Strategic Fiscal Planning Committee.

refer to Strategic Fiscal

Julie Kath
Susan J Sossard
Jodi VanderWeele
[illegible]

[illegible]
John Berg

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 December, 2014.

Dated December 2014. Susan Richards, City Clerk

Approved December 2014. _____, Mayor

VII

X

6.3

Gen. Ord. No. 37 - 14 - 15. By Alderperson Kath. November 3, 2014.

AN ORDINANCE re-establishing the salary schedule for the office of alderperson commencing in council year 2017-2018.

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

Section 1. The following salary schedule is hereby established for the office of alderperson effective the third Tuesday in April each year commencing in 2017, contingent on the council size having been reduced from 16 to 8 alderpersons:

$9,336 per council year

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.

Julie Kath

Whole - refer to Strategic Fiscal

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

A

VII

R. C. No. ___ - 14 - 15. By STRATEGIC FISCAL PLANNING. February 2, 2015.

Your Committee to whom was referred R. C. No. 217-14-15 by Committee of the Whole and Charter Ord. No. 3-14-15 by Alderperson Bohren and Kath to reduce the number of alderperson in the City of Sheboygan from 16 to 8 by the 2017-2018 council year; recommends the ordinance be placed on file.

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

VII

6.5

R. C. No. 217 - 14 - 15. By WHOLE. December 1, 2014.

Your Committee to whom was referred Charter Ord. No. 3-14-15 by Alderpersons Bohren and Kath to reduce the number of alderpersons in the City of Sheboygan from 16 to 8 by the 2017-2018 council year; recommends that the document be referred to Strategic Fiscal Planning Committee.

refer to Strategic Fiscal

Julie Kath

Susan J Lemmer

Barry A Bohren

Jodi VanderWeele

John Bel

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 December, 20 14

Dated December 20 14. Susan Richards, City Clerk

Approved December 20 14. _____, Mayor

X

6.5

Charter Ord. No. 3 - 14 - 15. By Alderpersons Bohren and Kath.
November 3, 2014.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) to reduce the number of alderpersons in the City of Sheboygan from 16 to 8 by the 2017-2018 council year.

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

Section 1. The City of Sheboygan hereby elects, pursuant to the provisions of Sec. 62.09(1)(b) of the Wisconsin Statutes and the home rule provisions of Sec. 66.0101 of the Wisconsin Statutes, to reduce the number of alderpersons in the City of Sheboygan from sixteen (16) to eight (8) by the 2017-2018 council year in the following manner:

A. In the Spring election of 2016, the eight (8) aldermanic positions up for election for the 2016-2017 council year (one from each district) shall be elected for a term of one (1) year.

B. In the Spring election of 2017, the number of aldermanic positions up for election for the 2017-2018 council year shall be reduced to eight (8)(one from each district), with the four (4) alderpersons in the four (4) odd-numbered aldermanic districts being elected for terms of two (2) years and the four (4) alderpersons in the four (4) even-numbered aldermanic districts being elected for terms of one (1) year.

C. Thereafter, the four (4) alderpersons from the even-numbered aldermanic districts shall be elected in the even-numbered years for terms of two (2) years and the four (4) alderpersons from the odd-numbered aldermanic districts shall be elected in the odd-numbered years for terms of two (2) years.

Section 2. Section 2-224(c) of the Sheboygan Municipal Code, relating to terms of office for alderpersons, shall be repealed and recreated to read as follows:

"Sec. 2-224. *Terms.*

. . .

(c) *Alderpersons.*

(1) The term of alderperson shall be two years, with the following exceptions:

a. The eight alderpersons elected in 2016 shall serve terms of one year; and

Whole refer to Strategic Fiscal

X

b. The four alderpersons elected in 2017 in the even-numbered aldermanic districts shall serve terms of one year.

(2) The alderpersons shall be residents of the aldermanic district from which they are elected, and commencing in 2018 and thereafter, four of their number, representing one alderperson from each of the four even-numbered districts in even-numbered years, and one alderperson from each of the four odd-numbered districts in odd-numbered years shall be elected."

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

James A. Bohren

Julie Kath

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

VIII

R. C. No. ____ - 14 - 15. By STRATEGIC FISCAL PLANNING. February 2, 2015.

Your Committee to whom was referred Res. No. 56-14-15 by Alderperson Hammond, Carlson, Heidemann, Donohue and VanderWeele reactivating the Building Use Committee; recommends that the attached Substitute Resolution be passed.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

XIII

III

5.3.

Subs. of Res. No. 56 - 14 - 15. By Alderpersons Hammond, Carlson, Heidemann, Donohue & VanderWeele. February 2, 2015.

A RESOLUTION reactivating the Building Use Committee.

RESOLVED: That the Building Use Committee is hereby reactivated, whose responsibility it will be to investigate, analyze and make recommendations on the future of City Hall, and make recommendations regarding same to the Common Council.

BE IT FURTHER RESOLVED: That the Building Use Committee shall be comprised of four (4) citizens-at-large with engineering, building and/or real estate backgrounds, and the aldermanic representative on the City Plan Commission as voting members, to be appointed by the Mayor and confirmed by the Common Council for one-year terms coinciding with the Common Council year, provided however that the initial appointments shall terminate at the end of the 2014-2015 Council year. City staff shall assist the Committee as needed.

_____

_____

_____

_____

_____

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

5.3

Res. No. 56 - 14 - 15. By Alderperson Hammond. August 18, 2014.

A RESOLUTION reactivating the Building Use Committee.

RESOLVED: That the Building Use Committee is hereby reactivated, whose responsibility it will be to study City building needs and make recommendations regarding same to the Common Council.

BE IT FURTHER RESOLVED: That the Building Use Committee shall be composed of three alderpersons and two citizens-at-large as voting members, and three City staff members as ex-officio non-voting members, to be appointed by the Mayor and confirmed by the Common Council for one-year terms coinciding with the Common Council year, provided however that the initial appointments shall terminate at the end of the 2014-2015 Council year.

Strategic

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

X

Gen. Ord. No. ____ - 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

Other Matters

II

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

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

Law & Lic

Susan Richards
City Clerk

CHANGE OF PREMISE

No.	Name	Address
1288	Riverview Club	626 N. 15th St. - one-day event to be held 3/7/15 to include current premise and front yard to sidewalk/retaining wall to north sidewalk.
2914	North Star Bar	3004 N. 8th St. - one-day event to be held 3/1/15 to include current premise and north side of bldg. and fire pit area.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0669	Adamietz, Brian S.	216 Spring St., Chilton
9845	Patel, Akshay K.	908 Washington St., Manitowoc
2863	Proue, Bonnie L.	2218 N. 23rd St.
5062	Rountree, Lisa M.	145 Lexington Ct., Sheb. Falls
0672	Rush Jr., Edwin B.	1415 S. 13th St.
0670	Schlafke, Davis M.	620 St., Clair Ave., #205
0668	Veldboom, Dustin J.	N3366 State Rd. 32, Sheb. Falls
0667	Wunder, William R.	2310 S. 17th St.
2355	Ziegler, Jan M.	1312 Kentucky Ave.

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

No.	Name	Address
3048	Bella Vida	2602 N. 15th St.
1717	Sheb. Memorial Medical Ct.	2629 N. 7th St.

TAXICAB DRIVER LICENSE (December 31, 2015)

No.	Name	Address
0665	Garrison, Michaela D.	812 Pennsylvania Ave.
0519	Levisen, Anthony J.	1105 Eisner Ave.