ATTACHMENTS

City of Sheboygan
spirit on the lake.

July 21, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Nancy Mannchen to be considered for appointment to the Library Board to fill the unexpired term of Marge Segalle whose term expires 4/30/16.

MAYOR MIKE VANDERSTEEN

OFFICE OF MAYOR

CITY HALL
828 Center Ave.
SHEBOYGAN, WI
53081-4495

920/ 459-3317
FAX 920/ 459-0256

Appointment

1.5

City of
Sheboygan
spirit on the lake.

July 7, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Sarah Schwefel to be considered for appointment to the Board of Marina, Park and Forestry Commissioners to fill the unexpired term of Vickie Hall whose term expires 4/25/16.

Mayor Michael J. Vandersteen

Tiesover

Sarah Schwefel, 1738 Broadway Avenue, Sheboygan, WI 53081, sschwefel@gmail.com

I am proud to call Sheboygan my home! I was born and raised here and I love being part of our community. I have a background in graphic design and marketing with experience in print media, websites, social media, logo design, signs, billboards, and newsletters. I have a diverse background of networking within various organizations throughout the area including BNI, Coastal Connections, and the Sheboygan County Chamber of Commerce. I enjoy volunteering with the Sheboygan Jaycees, Big Brothers Big Sisters, and Working Women's Wear.

Experience

Quantum Spatial Marketing Associate

September 2013 – Present (11 months)|Sheboygan, Wisconsin Area

In my role as a Marketing Associate, I develop, manage, and monitor website content, social media presence, and the corporate newsletter. I am the admin of the digital files in the company's marketing library. I also serve as support staff for account managers and their business development initiatives.

Sheboygan Jaycees President

January 2014 – Present (7 months)|Sheboygan, Wisconsin

As a member of the Jaycees, I support and volunteer at projects such as the Holiday Parade, Brat Days, The Dominion of Terror, and many others all with the common goal of giving back to the community while developing leadership skills. Serving as the President of the Sheboygan Jaycees chapter I am honored to lead a fantastic group of young active citizens.

Coastal Connections VP of Marketing

December 2009 – May 2014 (4 years 6 months)|Sheboygan, Wisconsin Area

As the VP of Marketing, I create content for and maintain our website, our newsletter, and our social media outlets in support of our mission to develop and retain a valuable network of young professionals in Sheboygan County.

Aero-Metric, Inc.

April 2012 – September 2013 (1 year 6 months)|Sheboygan, Wisconsin Area

Oversee the proposal process to include status updates, meeting arrangements, schedules, recording assignments with internal and external team members, and coordinating the production of the final proposal.

RLO Sign Inc. Graphic Designer

June 2005 – April 2012 (6 years 11 months)|Sheboygan, Wisconsin Area

UPDATED COPY

R. O. No. ___ - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting various license applications.

_____
City Clerk

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
1030	Bethlehem Lutheran Church	1121 Georgia Ave. – one-day event to be Held 8/17/14 to include the Kiwanis Park Shelter Area.
1338	Sheboygan Jaycees Foundation	Kiwanis Park – three-day event to be Held 7/31/14 to 8/2/14 to include all Of Kiwanis Park for Brat Days.
1653	Sheboygan Sudzzers	Kiwanis Field House – one-day event to Be held 10/18/14.
1377	St. Dominics Church	2108 N. 21st St. – two-day event to be held 9/20/14 to 9/21/14 to include parrish activity centre and surrounding grounds.
2073	UW-Sheboygan Foundation	1 University Dr. – one-day event to be held 8/6/14 to include part of the gym and campus lawn.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

No.	Name	Address
7203	Ader, John A.	1159 W. Washington Ave., Cleveland
0462	Behm, Justin D.	104 Prairie View Dr., Beaver Dam
0464	Bossler, Amber A.	W4415 River Bend Dr., Hingham
0460	Brulla, Sharon	2225 N. 15th St.
0468	Greuel, Amanda A.	1115 N. 7th St.
0489	Holmes, Maryjo E.	629 Fremont St., Kiel
0053	Kozak, Kevin J.	7615 S. Cleveland Rd., Cleveland
9636	Linzmeier, Carrie A.	139 Redtail Dr., Sheb. Falls
0463	Logan, Brody	2330 N. Sacremento Ave., Chicago
0461	Mihelich, Michael G.	2429 N. 7th St.
8705	Olson, Larry M.	2417 Henry St.
0487	Rabe, Nicole A.	2610 N. 8th St.
0057	Resnick, Kellie M.	1523 N. 38th St., C11

0482	Rich, Angelee R.	103 Evans Ct., Sheb. Falls
8617	Skala, Jan	908 Union Ave.
7097	Trutz, Anne S.	N6863 Charter Rd.
0018	White, Eric J.	222 S. Spring St., Port Washington
0488	Whitson, Kate L.	2109 N. 12th St.
0002	Zick, Kelly M.	3644 S. 17th St.

VI

R. C. No. ____ - 14 - 15. By FINANCE. July 21, 2014.

Your Committee to whom was referred R. O. No. 269-13-14 by the City Clerk submitting a claim from Appraisal Compliance Review, Inc.,/Lenders Audit, LLC, for alleged damages to their building at 815 New York Ave. when a sidewalk snow plow hit their building; recommends filing the documents as it was withdrawn.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.4

R. O. No. 269 - 13 - 14. By CITY CLERK. February 19, 2014.

Submitting a claim from Appraisal Compliance Review, Inc./Lenders Audit, LLC, for alleged damages to their building at 815 New York Ave. when a sidewalk snow plow hit their building.

Finance

Law

File

(it was withdrawn)

Susan Richards

City Clerk

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").

Damage to corner of building; cracked wood, damage to address panel

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: $ pending (cannot be repaired until spring)

Personal injury: $_____

Other: (Specify below $_____

TOTAL pending

Damaged vehicle (if applicable)

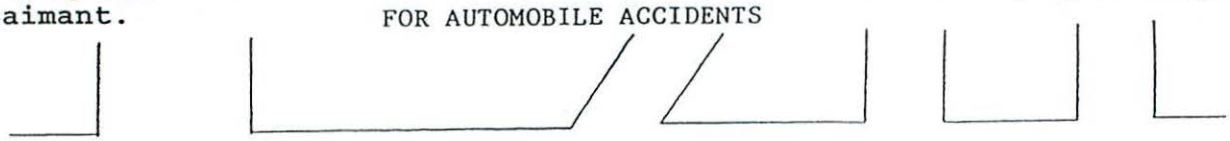
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

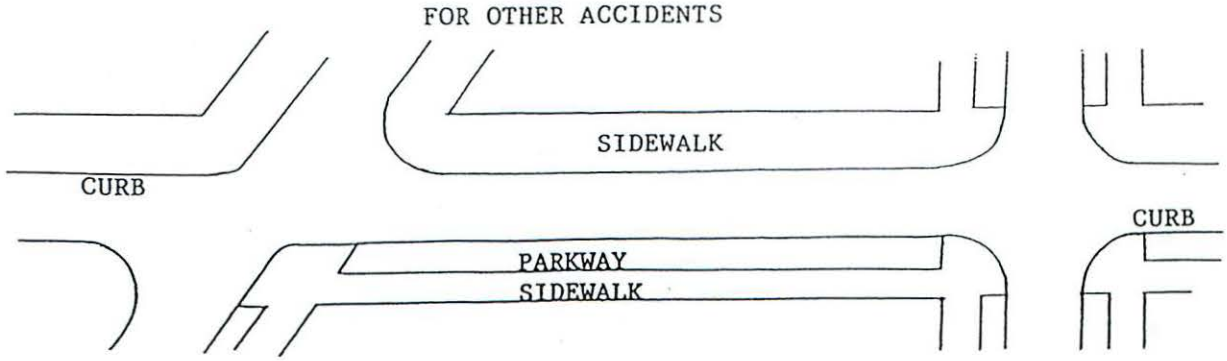
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Paula J. Wenzel (Appraisal manager) Date: 1/30/14

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

FEB 3 '14 AM 11:57

CLAIM

Claimant's Name: Appraisal Compliance Review, Inc.

Claimant's Address: 815 New York Avenue
Sheboygan, WI 53081

Claimant's Phone No. (920) 783-6059

Auto $ _____

Property $ pending

Personal Injury $ _____

Other (Specify below) $ _____

TOTAL pending

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 $ pending.

SIGNED: Paula J. Wenzel (Appraisal manager) DATE: 1/30/14

ADDRESS: 815 New York Avenue
Sheboygan, WI 53081


815


815

SHORELINE METRO

Derek Muench | Operations Supervisor

608 S. Commerce Street, Sheboygan, Wisconsin 53081
920.459.3285 Office 920.459.3140 Direct
920.459.3420 Metro Connection 800.947.3529 TDD Relay
dmuench@shorelinemetro.com **shorelinemetro.com**

SHORELINE METRO

INCIDENT FORM
Non-Accident or Injury

TYPE OF INCIDENT:

☐Emergency ☐Non-emergency ☐Driver Situation ☐ Passenger Misconduct ☐Theft ☐Vandalism

☒ Other: PARKING UTILITY DAMAGE TO PRIVATE PROPERTY

Date of Incident: 01 / 17 / 14 Emergency personnel called and at the scene? ☐ Yes ☒ No

Did Shoreline Metro personnel assist with the situation in any way? ☒ Yes ☐ No

If yes, to what degree? EXCHANGED BUSINESS CARD W/ PROPERTY AFTER INCIDENT

INVOLVED PARTIES:

#1 Name: DEREK MUENCH Phone Number: 459-3140

Address: 608 S. COMMERCE ST. City: SHEBOYGAN

#2 Name: Phone Number:

Address: 815 NEW YORK AVE City: SHEBOYGAN

#3 Name: Phone Number:

Address: City:

DETAILS: I WAS PLOWING SNOW ON SIDEWALK IN 600 BLOCK OF NEW YORK AVE. RIGHT BACK TIRE CAUGHT ON METER POST AND SENT PLOW BLADE INTO SIDE OF BUILDING. SOME DAMAGE TO BUILDING. NO DAMAGE TO EQUIPMENT.

I NOTIFIED BUSINESS ADJACENT TO DAMAGE AND LEFT BUSINESS CARD.

WITNESSES:

#1 Name: N/A Phone: _____

Address: _____ City: _____

#2 Name: _____ Phone: _____

Address: _____ City: _____

#3 Name: _____ Phone: _____

Address: _____ City: _____

SUPERVISOR:

Notified: ☒ Yes ☐ No Date: 01 / 17 / 14 Time: 2 : 30 AM (PM)

On Site: ☒ Yes ☐ No Date: 01 / 17 / 14 Time: 2 : 30 AM (PM)

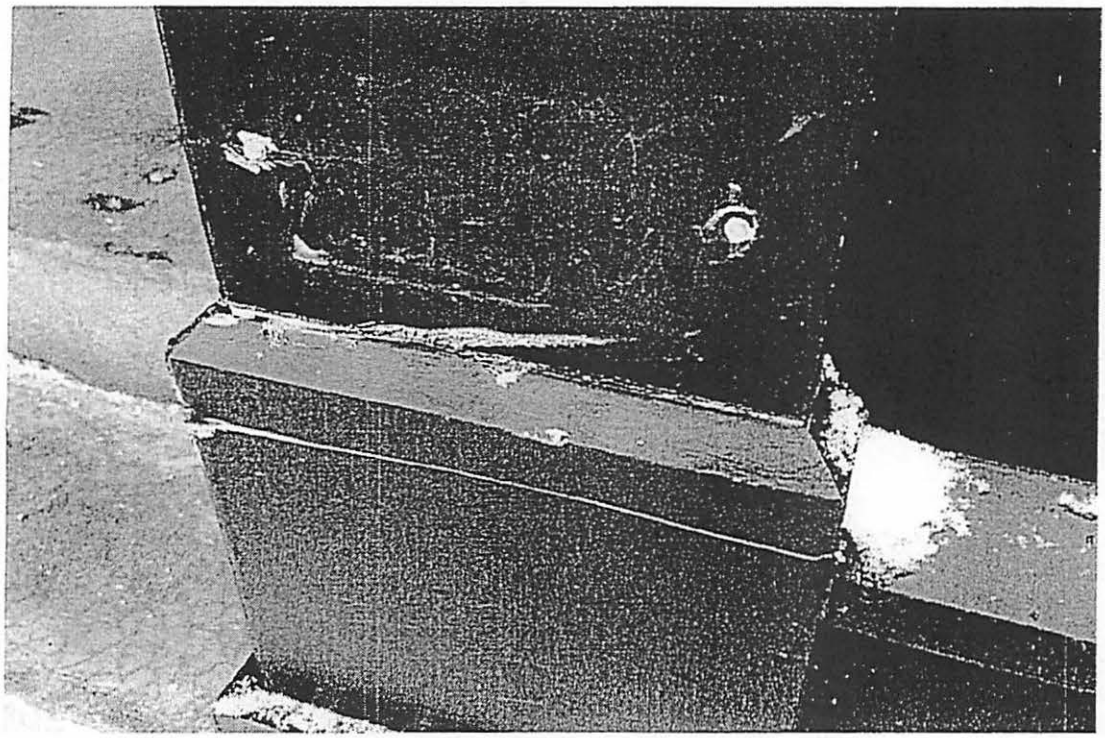
Copy to Director: ☒ Yes ☐ No Pictures Taken: ☒ Yes ☐ No

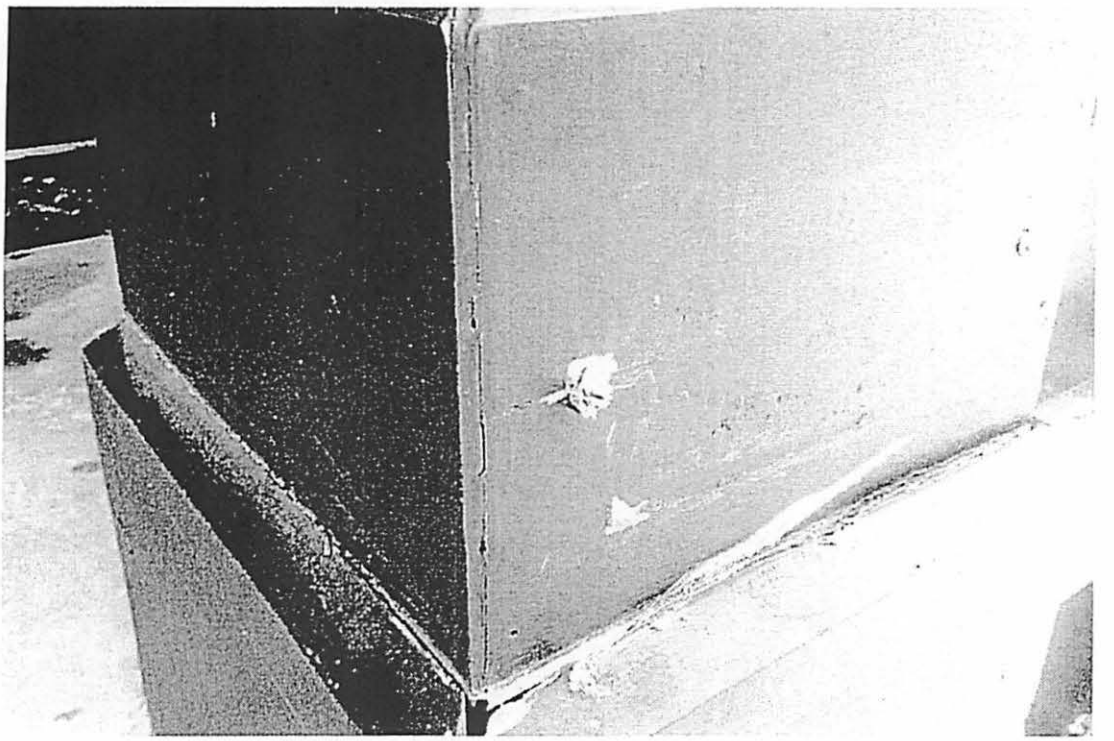
Resolved: ☐ Yes ☐ No Date Resolved: ____/____/____

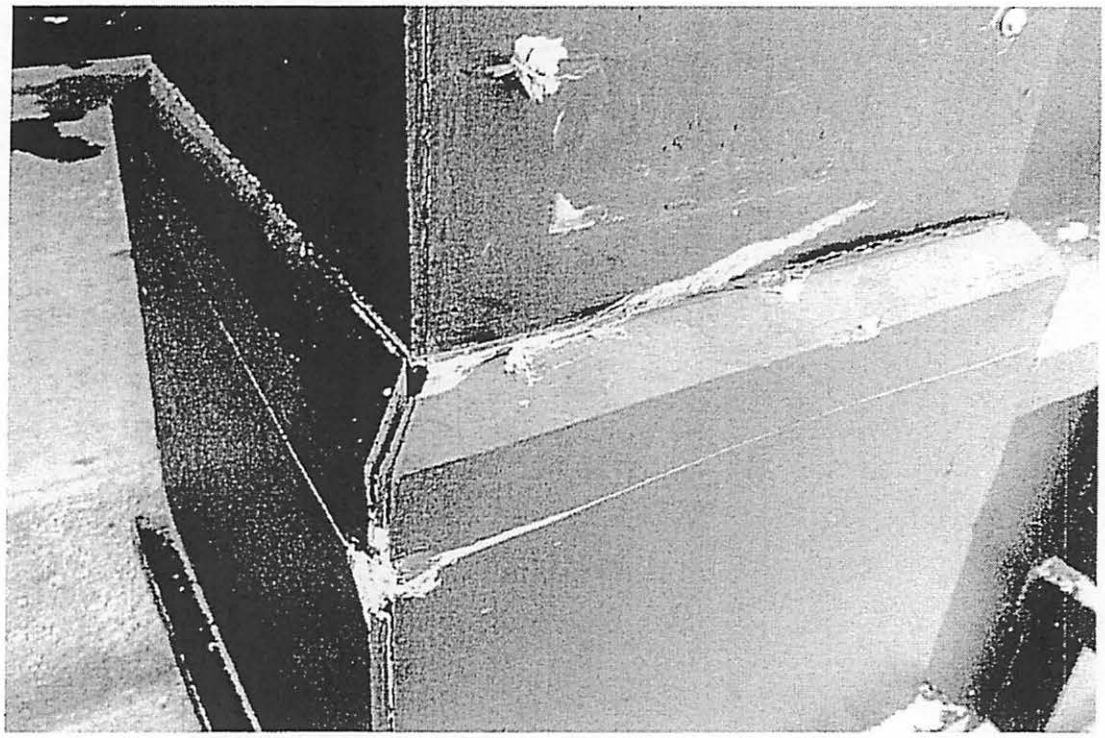
Supervisor Comments: _____

Driver/Staff Signature: _____ Date: 01 / 17 / 14

Supervisor Signature: _____ Date: 01 / 17 / 14







I am withdrawing claim no. 19-13.
Repairs were made at no cost.

Paula J. Wenger
Appraisal Compliance Review, Inc.
7/10/14

Original - RO 269-13-14 2-19-14
attached to RC 351-13-14 4/14/14
LS Schrader

DATE RECEIVED 2-3-14

RECEIVED BY LS Schroeder

CLAIM NO. 19-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 3'14 AM11:57

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: Appraisal Compliance Review, Inc. / Lenders Audit, LLC
2. Home address of Claimant: 815 New York Avenue, Sheboygan, WI, 53081
3. Home phone number: (920) 783-6059
4. Business address and phone number of Claimant: 815 New York Avenue Sheboygan, WI, 53081 (920) 783-6059
5. When did damage or injury occur? (date, time of day) 1/17/14, afternoon
6. Where did damage or injury occur? (give full description)
damage occurred in front of 815 New York Avenue
7. How did damage or injury occur? (give full description)
Derek Muench of Shoreline metro was snow plowing the sidewalk in front of our building and ran into our building with his plow and caused 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: Derek Muench
(b) Claimant's statement of the basis of such liability: Derek left his card for me and I spoke with him on the phone in the days following this incident
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: n/a

R. C. No._____ - 14 - 15. By FINANCE. July 21, 2014.

Your Committee to whom was referred R. C. No. 363-13-14 by Finance recommending filing document submitting a Memo from Atty. McLean as requested by Alderpersons Bohren, Belanger and Heidemann regarding the garbage fee/levy limit issue.

_____ _____

_____ _____

_____ _____

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

2.14

R. C. No. 363 - 13 - 14. By FINANCE. April 14, 2014.

Your Committee to whom was referred R. O. No. 304-13-14 by the City Clerk submitting a Memo from Atty. McLean as requested by Alderpersons Bohren, Belanger and Heidemann regarding the garbage fee/levy limit issue; recommends that the document be placed on file.

Financial
New C.C.
File

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.4

R. O. No. 304 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Memo from Atty. McLean as requested by Alderpersons Bohren, Belanger and Heidemann regarding the garbage fee/levy limit issue.

Susan Richards
City Clerk

Finance
Acc & File

CITY OF SHEBOYGAN

DEPARTMENTAL CORRESPONDENCE

TO: Ald. Jim Bohren, Ald. John Belanger, Ald. Joe Heidemann

FROM: Stephen G. McLean
City Attorney

SUBJECT: Garbage Fee/Levy Limit Issue

DATE: March 13, 2014

By way of Res. No. 128-11-12 adopted February 6, 2012, the Common Council ratified and implemented a special charge for garbage and refuse disposal services provided by the City. The charge was established at $7.16 per month per household commencing January 1, 2012 and was reduced to $5.00 per month per household commencing January 1, 2013. This special charge is set to expire effective January 1, 2015.

Should the Common Council find that the $5.00 per month per household fee, or some amount less than $5.00 per month, is called for from a budgetary standpoint for 2015, it should take action to amend Res. 128-11-12 prior to the end of the calendar year. If the Council allowed the special charge to expire by its terms and then tried to reinstitute such a charge, it would be required under 2013 Wis. Act 20 to reduce the City's levy limit by a corresponding amount.

It is recommended that the Council act on this issue sooner, rather than later.

If the Council were to extend the special charge into 2015 now by amending Res. 128-11-12, any levy limit issue would be avoided.

If, during the budget process, it became clear that this amount of fee revenue was not needed in 2015, the Council could reduce the monthly amount of the charge without any ramifications to the City's levy limit.

Therefore, a viable strategy might be to act soon to extend the $5.00 monthly garbage and refuse service charge to extend into 2015.

As things currently stand, the City is expecting no fee revenue from the garbage fee in 2015 because, by resolution, the fee is set to expire January 1, 2015. The closer 2015 approaches, the greater the argument becomes that an attempted extension of the fee is in fact a new fee, which would require a dollar for dollar reduction in the tax levy.

SGM:kah

VI

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. July 21, 2014.

Your Committee to whom was referred R. O. No. 81-14-15 by the Director of Planning and Development submitting requests for parking for various events sponsored by Sail Sheboygan; recommends filing documents and approving the requests.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

Other Matters

II

8.8

R. O. No. 81 - 14 - 15. By DIRECTOR OF PLANNING AND DEVELOPMENT.
July 7, 2014.

Submitting a request from Chad Pelishek, Director of Planning and Development, requesting reserved on-street event parking on the south side of Pennsylvania Avenue from Broughton Drive to N. 5th Street & the south side of Center Avenue from Broughton Drive to N. 4th Street for two Sail Sheboygan sailing championships July 26, 2014 to August 1, 2014 & August 8, 2014 to August 15, 2014 and the closure of Pennsylvania Avenue from Broughton Drive to the Lake Michigan.

Sail Sheboygan is hosting the Thistle Nationals from Saturday July 26, 2014 to Friday, August 1, 2014. Approximately 70 participants and additional vehicles from spectators will be at this event. The event will also be closing the south half of the Public Boat Launch facility. The Armory parking lot will be used as an overflow lot for vehicles/boat trailers if needed.

On Friday, August 8, 2014 to Friday, August 15, 2014, Sail Sheboygan is hosting the Lightning Sailing event. This event will see about 90 participants and additional spectators. The request would be to reserve the south side of the Pennsylvania Avenue for event parking from Broughton Drive to N. 5th Street and south side of Center Ave from Broughton Drive to N. 4th Street. The south side of the Public Boat Launch facility will also be used for this event. Overflow parking of vehicles/boat trailers will be in the Armory parking lot.

PP
Ac + file & approve

Director of Planning & Development

II

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. July 21, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 76-14-15 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 AGENT

Sarah Rosenthal is replacing Jessica Christel as agent for Kwik Trip #361 located at 1618 Calumet Dr. effective 7/4/14.

Scott Van Straten is replacing Rachel Radue as agent for Wal-Mart located at 3711 S. Taylor Dr. effective immediately.

CHANGE OF PREMISE

No.	Name	Address
2726	JMKAC	608 New York Ave. - one-day event to be Held 9/12/14 between 6:15 and 9:30 PM to include current premise, outside Festival Green toward the corner of Wisconsin Ave. & 7th St. fenced in area.
2805	Blue Harbor Resort	725 Blue Harbor Dr. - one-day event to be held 9/20/14 to include current premise and lawn area outside Latitude.
2943	Superior Bar & Grill	2607 Superior Ave. - three-day event to be held 8/8/14 to 8/10/14 to include the current premise and the northwest side of the building.

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

No.	Name	Address
*3074	Celebration of Life	1450 S. 8th St.

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

*3075	Fill'er Up	1501 S. 8th St.

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

Consent

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2016)

No.	Name	Address
0455	Annis, Alexander R.	1515A N. 7th St.
*9856	Babino, Kayla N.	1709 Hilltop Dr.

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

6379	Bastian, Todd R.	1012 Falls Park Dr., Sheb. Falls
0443	Bohlman, Jason W.	3203 W. Apache Rd.
0442	Cassady, Cara L.	3919 Mendicino Ln.
0447	Cole, Paige L.	1122 Ashland Ave.
3756	Devriend, Therese K.	1513 S. 14th St.
4898	Evans, Michael J.	1821 Calumet Dr., #2
*7588	Frank, Jesse J.	2218 Indiana Ave.

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

*5479	Gahiji II, Tariek T.	719 Huron Ave.

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

0441	Gessler, Rebecca T.	1711 S. 12th St.
0449	Jones, Kearra N.	1640 N. Taylor Dr., #D
9655	Kielbicki, Kim C.	2210 N. 26th St.
1659	Koelpin, Daniel C.	3939 S. 12th St.
*0438	Lardinois, John C.	12930 S. Union Rd., Newton

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

8326	Payne, Michael D.	431 Schwartz St., Plymouth
*0452	Prieto, Brenna M.	1224 S. 11th St.

***grant with instructions to correct application.**

0453	Riste, Stacy L.	3444 S. 17th St.
2063	Rupple, David M.	N4442 Van Treeck Tr., Sheb. Falls
6448	Schmidt, Timothy J.	2416 N. 34th St.
0457	Schultz, Danielle M.	2325 N. 9th St.
0440	Shaker, Megan M.	2332 Carmen Ave., #5E
2217	Taubenheim, Ronald R.	910 New York Ave.
0459	Thompson, Nico S.	N9080 Jung Rd., Elkhart Lake
6371	Vatland, Astor	4632 Superior Ave.
0446	Wilson, Roger E.	N6153 Woodland Meadows Dr.
0448	Witt, Angela S.	1009A Huron Ave.
0454	Woehlkem, Jacob A.	N3475 Leynse Rd., Sheb. Falls
0444	Zaletel, Marye E.	2312 Calumet Dr.

BEVERAGE OPERATOR'S LICENSE(RENEW)(June 30, 2016)

No.	Name	Address

8017	Anderson, Randolph C.	1941 N. 35th St., Manitowoc
6414	Babler, Elizabeth M.	1503 Division Ave.
8611	Basler, Katlin R.	908A Michigan Ave.
4725	Beimel, Kathleen M.	1407 Main Ave.
5627	Berdyck, Jacob E.	2630 N. 20th St.
5866	Buechler, Paul T.	1213A S. 10th St.
1160	Burns II, John R.(Club)	50 Lighthouse Ct.
*9665	Cantrall, Veronica M.	127 E. Mill St. #1, Plymouth

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

9560	Cisler, Ashley M.	2407 Calumet Dr.
7338	Coffin, Kurt P.(Club)	1335 Columbus
1216	Cullen, Debra L.	1114 S. 16th St.
8026	Dickert, Allen R.	1726 Barrett St.
8950	Dietrich, Cassandra L.	1606 S. 17th St.
6523	Evans, Gerri L.	2130 N. 23rd St.
8132	Gamez, Jenny V.	1413A S. 11th St.
9578	Goetsch, Stephanie J.	2407 N. 26th St.
1400	Gosse, Thomas J.	2614 Black Fox Ct.
8897	Holm, Patrick F.	611 N. Water St.
*5716	Kaker, Justine M.	1322 S. 7th St.

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

*4068	Kester, Becky L.	1445A S. 13th St.

***grant with instructions to correct application.**

8194	Kever, Jennifer M.	1043 Falls Parc Dr., #9, Sheb. Falls
1685	Kraus, Jeanne E.	2410 North Ave.
4094	Kummer, Lynn M.	N5954 Hillside Rd., Plymouth
9700	Lakosh, Erin M.	508 N. 8th St., #A
6971	Lensen, Wendy A.	W6434 Francis Ave., Cascade
3063	Lohse, Tim C.	1730 Garden Ct.
9928	Meinnert, Nathan J.	4521 Moenning Rd.
9799	Minglana, Fernando C.	1530 N. 9th St.
3499	Mlejnek, Dale R.	2335 Skyline Dr., #1D
4046	O'Keefe, Sara M.	531 S. 8th St., #403
4904	Patron, Sharlene Sue	2320 N. 9th St.
2871	Perronne, Daniel L.	W2799 Cty N, Sheb. Falls
3746	Pfrang, Sheryl R.	811 N. 38th St.
9842	Quintero, Anna L.	225 N. Main St., #13, Sheb. Falls
*9927	Ramirez, Maria I.	1411 N. 4th St.

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

8612	Repphun, Peter J.	N6850 Swallow Dr.
8919	Roberson, Corey D.	2418 N. 36th St.
9881	Rose, Denise K.	2223 S. 8th St.
9585	Rossmiller, Aaron B.	15 Ottawa Pl.
8761	Ruge, Alan F.	1815 S. 19th St.
6444	Schmidtke, James B.	N6137 Center Ave., Sheb. Falls

4395	Shaefer, Ingrid M.	1042 Falls Parc Dr., #9, Sheb. Falls
4221	Shimkoski, Ryan L.	2714 Union Ave.
8706	Shufflebotham, Jonathan(Club)	1322 S. 20th St.
8911	Siever, Rachelle A.	3506 Willow Circle
6417	Sneen, Bruce A.	3146 North Ave.
2178	Stanul, Michael A.	1721 Niagara Ave.
8901	Strahl, Robin K.	2413 N. 7th St.
8829	Underwood, Lisa M.	1114 High Ave.
6180	Vervelde, Kim M.	522 Wilson Ave., #8
9866	Wargo, Mandy J.	3627 N. 20th St.
6840	Weis, Cecilia G.	1714 N. 3rd St.
2318	Winkel, Gregg S.	3219 Main Ave.
1902	Woelffer, Margo M.	85 Lincoln Ave.
2331	Wollin, Kristopher A.	3201 S. 12th St.
3040	Wyckoff, Kerry J.	16205 Keller Ln., Kiel

TAXICAB OPERATOR'S LICENSE(NEW)(December 31, 2014)

No.	Name	Address
*0451	Felde, Karen L.	1325A Michigan Ave.

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

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No._____ - 14 - 15. By FINANCE. July 21, 2014.

Your Committee to whom was referred Res. No. 33-14-15 by Alderperson Hammond authorizing a representative to file applications for financial assistance from the State of Wisconsin Environmental Improvement Fund; 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. 33- 14 - 15. By Alderperson Hammond. July 7, 2014.

A RESOLUTION authorizing a representative to file applications for financial assistance from the State of Wisconsin Environmental Improvement Fund.

WHEREAS, it is the desire of the City of Sheboygan, Wisconsin, a municipal corporation, to file several applications for state financial assistance for its municipal water facilities under the Wisconsin Environmental Improvement Fund (§ 281.58, 281.59, 281.60, and 281.61, Wis. Stats.); and

WHEREAS, it is necessary to designate a representative for filing said applications.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan, Wisconsin, hereby appoints the Superintendent of the Sheboygan Water Utility as the authorized representative for the City of Sheboygan for the purpose of filing these applications, and that the representative is further authorized and empowered to do all things necessary in connection with said applications.

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

VIII

2.8

R. C. No._____ - 14 - 15. By FINANCE. July 21, 2014.

Your Committee to whom was referred Res. No. 37-14-15 by Alderperson Hammond authorizing entering into a contract for sale of real estate with Becknell Industrial, LLC; recommends that the Resolution be passed.

Consent
Hammond / Carlson
Acc Ad
Res pass.

_____ _____

_____ _____

_____ _____

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

8.8

VIII

III

Other Matters

8.11

Res. No. 37 - 14 - 15. By Alderperson Hammond. July 7, 2014.

A RESOLUTION authorizing entering into a contract for sale of real estate with Becknell Industrial, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Contract for Sale of Real Estate by and between the City and Becknell Industrial, LLC for the property set forth below, in form substantially similar to the attached.

Property formerly known as the Heimer Property consisting of approximately 11.081 acres located on Weeden Creek Road and I-43.

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

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (the "Contract") is made and entered into as of the _____ day of _____, 2014, by and between CITY OF SHEBOYGAN, WISCONSIN (hereinafter referred to as "Seller"), and BECKNELL INDUSTRIAL LLC, a Delaware limited liability company (hereinafter referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the owner of certain real estate consisting of approximately 11.081 acres located on Weeden Creek Road, Sheboygan, WI, and legally described in the attached Exhibit "A" ("Real Estate"); and,

WHEREAS, Seller is desirous of selling the Real Estate to Buyer, and Buyer is desirous of purchasing the same; and,

WHEREAS, the parties have agreed upon the terms and conditions relating to the sale and purchase of the Real Estate and wish to reflect their agreement in writing;

NOW THEREFORE, it is agreed by and between the parties as follows:

1. COVENANT OF SALE AND PURCHASE. Seller agrees to sell and Buyer agrees to purchase the Real Estate, together with all improvements and appurtenances, upon the terms set forth in this Contract.

2. PURCHASE PRICE. The gross purchase price ("Purchase Price") of said Real Estate, including all improvements and fixtures located thereon, shall be the sum of Four Hundred Forty-Three Thousand Two Hundred Forty and No/100 Dollars ($443,240.00). The Purchase Price shall be paid in the following manner:

(a) within three (3) business days of the execution of this Contract, Buyer shall pay Twenty-Five Thousand and No/100 Dollars ($25,000.00) as earnest money (the "Earnest Money") into escrow with Chicago Title Insurance Company Attention: Ellen Schwab Sr. Commercial Escrow Officer 2828 Routh Street, Suite 800 Dallas, Texas 75201, Telephone: 214-965-1670, Telecopy: 214-965-1627, email address: SchwabE@CTT.com (the "Escrow Agent"); and,

(b) the balance shall be paid to Seller at Closing by wire transfer, or such other form acceptable to Seller, less various credits and prorations as set forth in this Contract.

3. FEASIBILITY PERIOD. Buyer shall have sixty (60) days from the date of this Contract within which Buyer may conduct its due diligence evaluation (the "Feasibility Period"). Buyer shall have the right to conduct such environmental studies (including but not limited to any new or updated Environmental Site Assessment, in form and substance satisfactory to Buyer), property condition and inspection reports, and such other investigations or inspections as Buyer in its discretion may deem advisable. If, at any time during the Feasibility Period, Buyer finds the Real Estate to be unacceptable for any reason in Buyer's sole discretion, including, without limitation, Buyer failure to enter into a contract for the adjacent Wagner Excavating site, then Buyer may terminate this Contract by written notice delivered to Seller on or before the date the Feasibility Period expires and neither party shall have any further liability or obligation hereunder except that which may expressly survive pursuant to the terms herein. Upon Seller's receipt of such notice of termination, Escrow Agent shall refund to Buyer the Earnest Money without the need of a separate release from Seller.

The Buyer and Buyer's agent, contractors, professional consultants and employees shall have the right to enter upon any part of the Real Estate for the purpose of conducting any of such studies. Seller agrees to cooperate with Buyer in obtaining all necessary governmental approvals. Buyer shall return the Real Estate to its original condition after any study or inspection is completed. It is understood that Buyer may waive its right to this contingency at any time during the Feasibility Period upon written notice to Seller. If Buyer waives its right to this contingency prior to the expiration of the Feasibility Period, or fails to give notice to Seller of termination of this Contract within the time required, then this Contract shall become fully enforceable and the parties shall proceed to Closing. The entire amount of the Earnest Money shall apply to the Purchase Price at Closing, should Closing occur.

4. CONDITIONS PRECEDENT TO CLOSING.

(a) On or before the Closing Date, Seller shall issue to Buyer a conditional use permit ("Permit") for the Real Estate. In the event the Permit is not issued within five (5) business days prior to Closing, this Contract may be terminated by Buyer by providing written notice to Seller at any time prior to Closing, and in the event of termination, all Earnest Money shall be returned to Buyer, and neither party shall have any further liability or obligation hereunder.

(b) Seller, at its own expense, shall remove any personal property on the Real Estate that is encroaching from the Wagner Excavating site and shall cause Wagner Excavating to cease its operations as a material yard which it currently operates at or near the southwest corner of the Real Estate ("Wagner Excavating Contingency"). Prior to the expiration of the Feasibility Period, Seller shall provide Buyer with evidence of affirmative action taken regarding the Wagner Excavating Contingency. During the Feasibility Period, Buyer shall

satisfy itself as to the status of the Wagner Excavating operations on the Real Estate. Wagner Excavating has agreed to vacate the Real Estate as of December 1, 2014.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. The Seller represents and warrants to the Buyer as follows:

(a) To the best of Seller's actual knowledge, the Real Estate is in compliance with all applicable laws and all easements, licenses, covenants and other restrictions affecting the Real Estate in all material respect, and that Seller has not received any notice of, nor has any knowledge of, zoning or building violations.

(b) The Seller holds and will convey to the Buyer good and marketable fee simple title to the Real Estate which is and will be insurable Escrow Agent at regular rates. As of the date of Closing, there will be no agreements in effect relating to the sale of any portion of the Real Estate by or to any other person or entity, no other person or entity will have the right to use any portion of the Real Estate and there will be no tenants in possession.

(c) Seller has not generated, stored, released, discharged, or disposed of hazardous substances or wastes from or on the Real Estate during the period of Seller's ownership in violation of law, and, to the best of Seller's knowledge, without independent investigation, no hazardous substances or wastes have been generated, stored, released, discharged or disposed of from or on the Real Estate during the period of Seller's ownership in violation of law; provided, however, such representation and warranty shall not diminish Buyer's obligation to inform itself concerning the physical and environmental condition of the Real Property. As used in this Contract, the terms "Hazardous Substances" and "Hazardous Wastes" shall have the meanings set forth in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the regulations thereunder, the Resource Conservation and Recovery Act, as amended, and the regulations thereunder, and the Federal Clean Water Act, as amended, and the regulations thereunder, and such terms shall also include asbestos, petroleum products, radioactive materials and any regulated substances under any Federal, State or local environmental law, regulation or ordinance.

(d) There are no suits, claims, foreclosure proceedings, landlord-tenant disputes, property tax protests, or zoning proceedings that are pending or, to Seller's actual knowledge, threatened with respect to or in any manner affecting the Real Estate.

(e) Other than this Contract, Seller has not and will not enter into any written or oral agreement, installment land contract, lease option, or option under that Seller is

or could become obligated to sell all or any portion of the Real Estate to a third party or to any affiliate of Seller.

(f) As of the date of Closing, Seller will have obtained all necessary consents or approvals that may be required for the execution and delivery of this Contract, and compliance with the terms and conditions of this Contract. The execution and delivery of this Contract will not be in violation or conflict with any of the terms of any law or regulation, order, judgment or decree applicable to Seller, or to which Seller is a party, or by which Seller is bound.

(g) Seller has not intentionally withheld from Buyer any material information with respect to the Real Estate.

(h) To Seller's knowledge, the information contained in the materials provided by Seller is accurate in all material respects and not misleading in any material respect.

(i) Seller's representations, warranties and covenants described in this Contract will be deemed effective at all times from the date hereof to the Closing Date. Seller's representations, warranties, covenants, and indemnities described in this Contract will survive the Closing, conveyance of the Real Estate to Buyer, and the delivery and recordation of the deed. As of the date of Closing, Buyer will have inspected the Real Property and acknowledges that it does not rely on any representation or warranty made by Seller or Seller's agents, except as otherwise expressly set forth in this Contract or in any closing document to be conveyed at Closing.

(j) Any reference to Seller's knowledge in this Contract shall include the knowledge of Seller's principals, directors, officers, members, managers, partners, agents, and employees.

6. REPRESENTATIONS AND WARRANTIES OF BUYER. The Buyer represents and warrants to Seller as follows:

(a) Buyer is a limited liability company duly organized, wholly existing and in good standing under the laws of the State of Delaware and has the power and authority to enter into and perform all of the terms and conditions imposed upon Buyer under this Contract.

(b) Buyer has the power and authority to consummate the transactions contemplated hereunder.

(c) Buyer will have readily available funds at the time of Closing to pay the Purchase Price and the other transaction costs assumed by Buyer hereunder.

7. DELIVERIES BY THE SELLER. Within ten (10) days of the date of this Contract, Seller shall deliver to Buyer a copy of its most current Phase I environmental report, and copies of any surveys, blueprints, reports, studies, tests, proformas, title documentation, covenants and restrictions, incentive proposals, governmental approvals or notices, written leases, and any service, maintenance and other agreements related to the Real Estate which Seller has in its possession and may be relevant to Buyer's review of the Real Estate.

8. CLOSING. Closing ("Closing") shall occur within fifteen (15) days after the expiration or earlier termination of the Feasibility Period ("Closing Date"). Upon payment of the Purchase Price in full, less usual and customary credits, Seller shall deliver title to the Real Estate to Buyer.

9. POSSESSION. Possession of the Real Estate shall be delivered on the Closing Date, free of any leases or tenants in possession, subject to the Wagner Excavating Contingency.

Comment [MF1]: Specific reason deleted?

10. STAMP TAX AND REAL ESTATE TRANSFER DECLARATION. Seller shall pay the amount of any transfer tax imposed by law on the transfer of title and shall furnish a completed real estate transfer declaration signed by Seller or the Seller's agent in the form required by law, if any.

11. TAXES AND ASSESSMENTS. Real estate taxes due and payable up to the Closing Date and possession shall be Seller's expense. Real Estate taxes for the current year shall be prorated based on the actual acreage being purchased by Buyer and calculated using the most current tax information, including confirmed multipliers. All special assessments which are a lien upon the real estate as of Closing shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyer against the Purchase Price, and shall release Seller from any further liability to Buyer in connection therewith.

Notwithstanding the foregoing, Buyer shall assume responsibility for the assessment or payment of any tax, fee, penalty, or charge relating to any change in the zoning or use of the Real Property, including any "green acre" tax penalties or recapture, including without limitation any use conversion charge under Section 74.485 of the Wisconsin Statutes.

12. DEED OF CONVEYANCE. On or before Closing, Seller shall execute a recordable special or limited warranty deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to the Permitted Exceptions (as defined hereunder), to be held by Seller's attorney, and delivered to Buyer at Closing upon Buyer's compliance with the terms of this Contract.

13. TITLE / SURVEY. (a) Within fifteen (15) days of the date hereof, Seller, at its expense, shall deliver to Buyer a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance and complete and legible copies of all instruments and documents referred to as exceptions to title or as title requirements ("Report"). The Report shall be issued by Escrow Agent in the full amount of the Purchase Price, showing fee simple title to the Real Estate in the name of Buyer and dated with an effective date after the date hereof. Seller agrees to provide at Closing an ALTA, or other affidavit, that may be required by the Escrow Agent in order to insure over the general exceptions. Buyer may obtain an updated ALTA/ACSM Land Title Survey of the Property prepared by a registered land surveyor licensed in the State of Wisconsin, dated not earlier than the date hereof, made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, which Survey will show the boundary of the Real Estate and the location of all improvements, encroachments, easements, conditions, restrictions and other matters affecting title capable of being located by the Survey so as to permit the title insurance company to issues its title policies without survey, boundary or encroachment exceptions ("Survey").

(b) Buyer's obligation to close and consummate the purchase of the Real Estate is subject to Buyer's approval of the Report and the Survey and all matters revealed by the Report or the Survey. Buyer may, prior to the expiration of the Feasibility Period, advise Seller in writing either that: (i) the condition of title to the Real Estate is unacceptable; or (ii) Buyer objects to any easements, liens, encumbrances, exclusions, exceptions, or other items or requirements contained in the Report or Survey ("Buyer Objections"). All Buyer Objections may be made in Buyer's sole discretion. The date by which Buyer Objections must be made will be referred to as the "Title Review Date". All liens, encumbrances, exceptions or qualifications whatsoever shown in the Title Commitment other than (i) Buyer Objections, (ii) those exceptions to title, if any, which Seller commits prior to expiration of the Feasibility Period to discharge at or before Closing; and (iii) those title exceptions otherwise deemed hereunder to be accepted by Buyer or that Buyer otherwise accepts in writing, shall be deemed approved by Buyer and are collectively referred to in this Contract as the "Permitted Exceptions".

(c) If Escrow Agent updates, adds to, or amends the Report (by endorsement, amendment, or otherwise) as a result of any new matters or facts known or revealed to

Escrow Agent (including any new matters or facts shown on the Survey) after the expiration of the Feasibility Period, Buyer will have until ten (10) business days following its receipt of the amended Report (including legible and complete copies of all new exceptions or requirements to title) to notify Seller in writing of Buyer Objections to any new exception or requirement.

(d) If Buyer has not notified Seller and Escrow Agent of Buyer Objections on or before the Title Review Date, Buyer will be deemed to have approved the condition of title as shown by the Report or amended Report, as applicable. If Buyer Objections are made on or before the Title Review Date, Seller shall attempt to cure Buyer Objections within fifteen (15) business days from Seller's receipt of Buyer Objections, unless any such objections may be removed by the payment of money at the time of Closing, in which case Seller may so cure at that time by using the funds to be paid upon the delivery of the deed. If Seller is unable to cure any Buyer Objections within this period of time, Seller must send written notice to Buyer specifying which Buyer Objections Seller is unable to cure. Buyer, within five (5) business days after Buyer's receipt of written notice from Seller of its inability to cure any one or more Buyer Objections, may elect, by delivering written notice to Seller and Escrow Agent, to either: (i) proceed with the purchase and sale of the Real Estate; (ii) cancel this Contract; (iii) or allow Seller more time to attempt to cure, not to exceed an additional fifteen (15) days. If Buyer exercises its cancellation remedy under subparagraph 13(d)(ii) above, all Earnest Money must be refunded immediately by Escrow Agent to Buyer, and neither Seller nor Buyer will have any further liability or obligation under this Contract. If Seller is unable to cure during any extended period, then Buyer may proceed with written notice under either subparagraph 13(d)(i) or 13(d)(ii). Failure of Buyer to give the written notice in this Paragraph 13(d) will be deemed an election by Buyer to cancel under subparagraph 13(d)(ii). Notwithstanding the foregoing, at Closing, Seller shall be required at its sole cost and expense (A) to satisfy all mortgages or deeds of trust encumbering the Real Estate, (B) to satisfy all liens affecting the Real Estate created by, through, or under Seller, (C) to satisfy, insure over or bond around all mechanic's, materialmen's and supplier liens created by, through and under Seller, and (D) to pay any taxes and assessments affecting the Real Estate that are due and payable at or prior to the Closing Date, regardless of whether such items described in (A), (B), (C), or (D) above are included in Buyer's Objections. Notwithstanding anything in this Contract to the contrary, in the event that Seller fails to cure or satisfy any of the mortgages, liens, taxes, assessments, or other monetary items as required to be satisfied pursuant to the preceding sentence, Buyer may, without limiting any of Buyer's other rights or remedies under this Contract, pay such amounts as are necessary to satisfy or cure such encumbrances and credit against the Purchase Price all amounts expended by Buyer to cure such encumbrances.

(e) Buyer and Seller agree that, if applicable, the Closing Date will be extended automatically beyond the date established in Section 8 to a date that is three (3) business days following the later of: (i) the time period described in paragraph 13(c) for Buyer's review of any amended Report, if Buyer has not or does not object to any new exception or requirement contained in any amended Report; or (ii) the time period described in paragraph 13(d) for Seller's curing of Buyer Objections, if Buyer has objected to any new exception or requirement contained in any amended Report.

14. CONDITION OF REAL ESTATE PRIOR TO CLOSING. Seller shall maintain the Real Estate free from waste and neglect and in good order and repair shall keep and perform, or cause to be performed all obligations required of Seller with respect to the Real Estate, as required by law, under any mortgage or otherwise. Seller shall tender possession of the Real Estate in the same condition the Real Estate is in as of the date hereof, except for ordinary wear and tear.

15. DEFAULT. If Buyer fails to make any payment or to perform any obligation imposed on it by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate and Seller may retain the Earnest Money as liquidated damages and its exclusive remedy, the parties acknowledging that, in the event of Buyer's breach of this Contract, damages would be difficult, if not impossible to ascertain. In the event of failure of Seller to perform the obligations imposed upon it by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of time period, and if such default is not corrected within ten (10) days thereafter, then Buyer, at Buyer's election, may elect to either: (i) cancel this Escrow and the Contract in the manner established in the Contract and receive a refund of the Earnest Money, or (ii) waive such breach and proceed to Closing subject to such breach, or (iii) enforce the specific performance of this Contract. Notwithstanding the foregoing, in the event that the remedy of specific performance cannot be obtained because Seller has conveyed or mortgaged an interest in the Real Estate to a third party, Buyer shall be entitled to obtain its actual (but not consequential or punitive) damages incurred as a result of such default, including but not limited to Buyer's actual out-of-pocket expenses incurred in connection with this transaction, and, in the event of a sale to a third party, direct damages equal to the difference between the Purchase Price herein and the purchase price of the sale to the third party.

16. RESPA. The parties hereto shall comply with the Real Estate Settlement Procedures Act of 1974 (RESPA) if applicable and shall promptly furnish all information and execute all documents required for such compliance.

17. CONSTRUCTION. The language used in this Contract shall be deemed to be the language approved by all parties to the Contract to express their mutual intent and no

rule of strict construction shall be applied against any party.

18. GOVERNING LAW. This Contract shall be construed and interpreted in accordance with the laws where the Real Estate is located.

19. ATTORNEYS FEES. Default by any party to the Contract shall entitle the non-defaulting party to claim as damage all reasonable costs, attorneys' fees and expenses incurred in connection with enforcement of the Contract.

20. MERGER. All offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Contract.

21. COUNTERPARTS. This Contract may be executed in any number of counterparts which together shall constitute the contract of the parties.

22. NOTICES. All notices provided or permitted to be given under this Contract must be in writing and may be served by hand delivery to the party to be notified, with written receipt; by depositing same in a United States Postal Service depository, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering to the party to be notified by a nationally-recognized, overnight delivery service (e.g., Federal Express); by facsimile copy transmission during normal business hours with a confirmation copy delivered by another method permitted under this Section; or by electronic mail addressed to the electronic mail address set forth below for the party to be notified with a confirmation copy delivered by another method permitted under this Section. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for facsimile and electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. For purposes of notice, the addresses of the parties shall be as follows (or such other addresses as the parties may specify from time to time in accordance with this Section):

If to Seller, to: City of Sheboygan
Attn: City Clerk
828 Center Avenue
Sheboygan, WI 53081

With a copy to: City Attorney's Office
828 Center Avenue
Sheboygan, WI 53081

If to Buyer, to: Becknell Industrial LLC
4242 South 1st Avenue, Suite D
Lyons, IL 60534
Attention: Mark Shapland
Telephone: 708-443-9300
Telecopy: 708-443-9301
Email Address: mshapland@becknellindustrial.com

With a copy to: Harrington & Tock LLC
201 W. Springfield Avenue, Suite 601
Champaign, IL 61820
Attention: Patrick E. Harrington
Telephone: 217-352-4167
Telecopy: 217-352-8707
Email Address: pharrington@harringtontock.com

23. TIME IS ESSENCE AND EXTENSION OF LIABILITIES. Time is the essence of the Contract, and all the agreements contained herein shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The time for the performance of any obligation or the taking of any action under this Contract will be deemed to expire at 6:00 p.m. (central time) on the last day of the applicable time period established in this Contract, unless such last day falls on a Saturday, Sunday, federal, Illinois legal holiday or any day in which the New York Stock Exchange is closed, in which case such period shall automatically extend to the next business day. In calculating any time period in this Contract that commences upon the receipt of any notice, request, demand, or document, or upon the happening of an event, the date that the notice, request, demand, or document is deemed received, as determined above, or the date an event occurs (or is deemed to have occurred) is not included with the applicable time period, but the applicable time period will commence on the day immediately following.

24. ASSIGNMENT. This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer and their respective successors and assigns. Neither party shall have the right to assign this Contract without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that Buyer shall have the unconditional right to assign this Contract to any affiliated business entity without Seller's consent, and, in the event of such assignment of this Contract, the assignee shall be substituted in all

respects instead of and to the exclusion of the Buyer.

25. BROKERS AND DISCLOSURE. Each of the Seller and the Buyer represents and warrants to the other that it has not employed, been represented by or otherwise dealt with any real estate agent, broker or finder in connection with the sale and purchase of the Real Estate. Seller and Buyer agree to indemnify, defend and hold the other harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with any breach of the foregoing representation and warranty.

26. FACSIMILE SIGNATURES. Handwritten signatures to this Contract transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver to the other party an executed original of this Contract with its actual signature, but a failure to do so shall not affect the enforceability of this Contract, it being expressly agreed that each party to this Contract shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other party to this Contract.

27. ANTI-TERRORISM LAW. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism." "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Current Owner or Buyer is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/t11sdn.pdf or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56). Seller and Buyer hereby represent and warrant that to the best of their knowledge, they are not:

(a) in violation of any Anti-Terrorism Law;

(b) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person;

(c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224;

(d) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or

(e) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person.

28. MISCELLANEOUS CLOSING COSTS. Seller and Buyer each will pay one-half (½) of the escrow fees. The cost of the owner's title policy with extended coverage, shall be paid by Seller. Seller shall pay Five Thousand and No/100 Dollars ($5,000.00) towards the cost of the Survey. Buyer shall be responsible for any of the costs of the Survey that exceed $5,000.00. Provided however, in the event this Contract is terminated by Buyer pursuant to Paragraph 3, Buyer shall be responsible for the entire cost of the Survey. All costs of recording shall be the responsibility of Buyer. All other charges, costs and expenses are to be allocated between Seller and Buyer in the manner contemplated by this Contract or, if not dealt with under this Contract, according to the custom and practice of Escrow Agent. Each party agrees to pay its own attorneys' fees. All prorations that are required to be made under this Contract will be made on the basis of a three hundred sixty-five (365) day year, with Seller being responsible for the payment of all prorations prior to and including the Closing Date, and with Buyer being responsible for the payment of all prorations after the Closing Date.

29. PERMITS. Seller agrees to prioritize the review and issuance of any permitting associated with the Real Estate. Seller also agrees, if necessary, to issue a grading/shell permit in advance of a full building permit.

30. POST-CLOSING UTILITY AGREEMENT. Seller, at its own expense, shall cause ~~the utilities~~sanitary sewer and water mains to be extended to the property line of the Real Estate for Buyer's use in a good and workmanlike manner to Buyer's reasonable satisfaction. Seller agrees to cause sanitary sewer and water mains to be extended to the property line of the Real Estate at Seller's expense by the later of the following: (a) ~~December 31~~February 1, ~~2014~~2015, (b) the date that is seventy-five (75) days after the date of closing, or (c) seventy-five (75) days after commencement by Buyer of construction of a building on the Real Estate.

~~30~~31. CONFIDENTIALITY. Seller shall keep confidential and not disclose to any person or entity the identity of the potential tenant of the Real Estate, unless, in each case, the information shall have been made public (other than by Seller) or Seller (i) shall be expressly authorized to disclose such information pursuant to this Contract, (ii) shall be required to disclose such information pursuant to law, or (iii) shall have received Buyer's prior written consent.

(Signatures on following page)

SELLER:	BUYER:
CITY OF SHEBOYGAN, WISCONSIN	BECKNELL INDUSTRIAL LLC, a Delaware limited liability company
By: _____	By: _____
Its: _____	Its: _____

Exhibit A

VIII

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. July 21, 2014.

Your Committee to whom was referred the following:

1. R. O. No. 82-14-15 by the Purchasing Agent submitting bids for the structural rebuild and replacement of the three tower roof structures at Fire Station #4; and

2. Res. No. 38-14-15 by Alderperson Carlson authorizing entering into contract for the replacement of the three tower roofs for Fire Station #4;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

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

III

Other Matters

8.10

Res. No. 38 - 14 - 15. By Alderperson Carlson. July 7, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement of the three tower roofs for Fire Station Number 4, 2622 North 15th Street, Sheboygan.

WHEREAS: The building was constructed in 1990 and features three tower structures with clay tile roofs and an inboard drainage trough for stormwater.

WHEREAS: It was determined that leakage from these structures to the interior of the building could be eliminated through a change in the design of the roofs to a more traditional one, including rain gutters and;

WHEREAS: The City engaged the services of Abacus Architects of Sheboygan to re-design the roof structures to allow for better drainage and subsequently utilized that design to put the project out for bids and;

WHEREAS: The bids received have been reviewed and it has been determined that the bid by A. Chappa Construction of Sheboygan Falls in the amount of $24,074.00 meets or exceeds the specifications.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with A. Chappa Construction Inc. of Sheboygan Falls in the amount of $24,074.00 for the structural rebuild including all finish work required of the three tower roof structures at Fire Station # 4 as detailed on the attached Report of Officers.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account number 10122100-524110 in payment of same.

PPS 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

III

II

Other Matters

8.9

R. O. No. 82 - 14 - 15. By PURCHASING AGENT. July 7, 2014.

Submitting a tabulation of bids for the structural rebuild and replacement of the three tower roof structures at Fire Station # 4

Bidder	City	Attend Pre Bid	Bid Bond Present	Bid Amount
A. Chappa Construction	Sheboygan Falls	Yes	Yes	$ 24,074.00
Mike Koenig Construction	Sheboygan	Yes	Yes	$ 34,366.00
~~Jos. Schmitt Construction~~	~~Sheboygan~~	~~Yes~~	~~Yes~~	~~$ 18,930.00~~
Cardinal Construction	Fond du Lac	Yes	Yes	$ 54,630.00

Following review of the tabulations, the Bid submitted by Jos. Schmitt & Sons Construction Inc. was found to contain an error and was voluntarily withdrawn by the bidder, with permission by the City being granted.

The recommendation therefore is to award the bid to A. Chappa Construction in the amount of $24,074.00. for the work specified including all permits.

PP&S
Ac & File

Respectfully submitted,

Bernard R. Rammer

II

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. July 21, 2014.

Your Committee to whom was referred Res. No. 39-14-15 by Alderperson Heidemann authorizing the appropriate City Officials to enter into a State/Municipal Agreement for the design and repair of the Sheboygan River Bridge; 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. 39 - 14 - 15. By Alderperson Heidemann. July 7, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 4996-19-71 for design and repair of the Sheboygan River Bridge (B-59-0154) at Riverfront Dr. and Indiana Ave.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and repair of the Sheboygan River Bridge at Riverfront Dr. and Indiana Ave. for the proposed sum of $217,920 of which the Federal/State share is $163,440 and of which the City of Sheboygan's share is $54,480.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the appropriate City accounts.

P.W. 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

Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

JUNE 16, 2014

DAVE BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-19-71
C SHEBOYGAN, 8TH ST BRIDGE B-59-0154
Sheboygan County

Dear Mr. Biebel:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 Local Bridge Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

STATE/MUNICIPAL AGREEMENT FOR A STATE- LET LOCAL BRIDGE PROJECT **Program Name: Local Bridge** **Sub-program #: 205**	Date: JUNE 11, 2014 I.D.: 4996-19-71 Road Name: C Sheboygan, 8th Street Bridge ID: B-59-0154 Location: Sheboygan River Bridge B-59-0154 Limits: Riverfront Drive – Indiana Ave. County: Sheboygan Project Length: 323 feet Facility Owner: City of Sheboygan Project Sponsor: City of Sheboygan

The signatory, City of Sheboygan hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Structure B-59-0154 is a four lane urban roadway, three span bascule bridge/deck girder over the Sheboygan River. The structure is 283.1 feet long with a clear width of 48 feet. It was constructed in 1995. The sufficiency rating is 70.8 and is considered to be functionally obsolete. The deck geometry has an NBI rating of 2. There is excessive corrosion and damage to the girders, diaphragms, and beams. The concrete diaphragms are spalling with cracks. There are sidewalks on the structure, but the bicycles/pedestrian facilities are not part of the regional system.

Proposed Improvement - Nature of work: The proposed improvement will repair and paint the steel supports. Including the concrete approaches the total project length is 323 feet. The bridge railing and lighting upgrades will not be addressed. No right of way acquisition is needed to accommodate the improvements. The roadway will be closed during construction and traffic detoured.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: None.

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project construction costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging. Design and Real Estate is funded 100% by the Municipality.

This project is currently scheduled in State Fiscal Year 2016 **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal/State Funds**	**%**	**Municipal Funds**	**%**
ID 4310-06-00					
State Review	**$13,620**	**$0**	0%	$13,620	100%
ID 4310-06-71					
Category 010 - Structure					
Participating Construction	**$170,250**	**$136,200**	80%	$34,050	20%
State Review	**$34,050**	**$27,240**	80%	$6,810	20%
Non-Participating Construction	**$0**	**$0**	0%	$0	100%
Total Est. Cost Distribution	**$217,920**	**$163,440**	**N/A**	**$54,480**	**N/A**

This request is subject to the terms and conditions that follow (pages 3 - 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Sheboygan** (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal or state funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.

    d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

    f. All DBE requirements that the State specifies.

    g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

    h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.

    i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

    j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

    c. Storm sewer mains necessary for the surface water drainage.

    d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

    e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

    f. Signing and pavement marking.

    g. New installations or alteration of street lighting and traffic signals or devices.

    h. Landscaping.

    i. Construction Management Consultant and State Review Services.

5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Local Bridge program improvement project to be <u>financed entirely</u> by the Municipality or other utility or facility owner includes the items listed below.

    a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

    b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

    c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

    d. Conditioning, if required and maintenance of detour routes.

    e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

    f. All work related to underground storage tanks and contaminated soils.

g. Street and bridge width in excess of standards.

h. Preliminary Engineering and design.

i. Design Management Consultant and State Review Services.

j. Real estate for the improvement.

8. For bridge rehabilitation projects, TRANS 213 (2)(b) calls for an independent engineering study at the Municipality's expense, which demonstrates the following conditions would be met:
   a. The rehabilitation would be cost effective,
   b. It would extend the life of the bridge by at least ten years, and
   c. It could correct all deficiencies

   Per Department policy, the independent engineering study must also demonstrate that alternatives have been developed and reviewed to determine the appropriate scope of the proposed improvement.

9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

11. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

15. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

17. The Municipality will at its own cost and expense:

a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

e. Provide complete plans, specifications, and estimates.

f. Provide relocation orders and real estate plats.

g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

h. Provide maintenance and energy for lighting.

i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or

which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

21. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

22. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.

23. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:

    a. ID 4310-06-00: Design is funded with 100% by the Municipality. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.

    b. Real Estate is funded 100% by the Municipality. This phase includes real estate acquisition services, Management Consultant Review and State Review. Costs for the real estate acquisition is 100% the responsibility of the Municipality.

    c. ID 4310-06-71: Construction:

        i. Costs for approaches and structure construction are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%.

        ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. July 21, 2014.

Your Committee to whom was referred Res. No. 40-14-15 by Alderperson Heidemann authorizing the appropriate City Officials to enter into a State/Municipal Agreement for the design and construction of the South Business Dr. Bridge; 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

5.5

Res. No. 40- 14 - 15. By Alderperson Heidemann. July 7, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 4996-21-00/71 for design and construction of the South Business Drive Bridge (B-59-0100).

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the South Business Drive Bridge (B-59-0100) for the proposed sum of $2,381,627 of which the Federal/State share is $1,905,302 and of which the City of Sheboygan's share is $476,325.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the appropriate City accounts.

P.W. 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

Division of Transportation System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

JUNE 16, 2014

DAVE BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-21-00/71
C Sheboygan, South Business Dr Bridge B-59-0100
Sheboygan County

Dear Mr Biebel:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 Local Bridge Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

STATE/MUNICIPAL AGREEMENT FOR A STATE- LET LOCAL BRIDGE PROJECT **Program Name: Local Bridge** **Sub-program #: 205**	Date: JUNE 11, 2014 I.D.: 4996-21-00/71 Road Name: C Sheboygan, South Business Drive Bridge ID: B-59-0100 Location: CNW R/R Limits: Washington Ave – Entry Road County: Sheboygan Project Length: 334 feet Facility Owner: City of Sheboygan Project Sponsor: City of Sheboygan

The signatory, City of Sheboygan hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Structure B-59-0100 is a four lane, three span structure over the CNW Railroad. The structure is 133.6 feet long and has a clear width of 48 feet. It was constructed in 1978 and rehabilitated in 2006. The sufficiency rating is 61.5 and is considered to be functionally obsolete. Both the deck geometry and under clearance have an NBI rating of 2. There is train damage to the west side of the fascia area with rebar exposed and considerable cracks in the deck, curb, and sidewalk. There are sidewalks on the existing structure, but bicycles/pedestrian facilities are not part of the designated regional system.

Proposed Improvement - Nature of work: The proposed improvement will replace the existing structure with a 134 foot long three span structure with a 52 foot clear width. The proposed structure will be on the existing alignment. The asphalt approaches will extend 100 feet to the south and 100 feet to the north of the new structure for a total project length of 334 feet. Sidewalk will be included in the length of the structure. Bridge railing and beam guard updates will be addressed. No right of way acquisition is needed to accommodate the improvements. The roadway will be closed during construction and traffic detoured.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: None.

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project design and construction costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging. Real Estate is funded 100% by the Municipality.

This project is currently scheduled in State Fiscal Year 2018 **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal/State Funds**	**%**	**Municipal Funds**	**%**
ID 4996-21-00					
Design	**$226,822**	**$181,458**	80%	$45,364	20%
State Review	**$56,705**	**$45,364**	80%	$11,341	20%
ID 4996-21-00					
Category 010 - Approaches					
Participating Construction	**$264,000**	**$211,200**	80%	$52,800	20%
State Review	**$29,040**	**$23,232**	80%	$5,808	20%
Category 020 - Structure					
Participating Construction	**$1,626,180**	**$1,300,944**	80%	$325,236	20%
State Review	**$178,880**	**$143,104**	80%	$35,776	20%
Non-Participating Construction	**$0**	**$0**	0%	$0	100%
Total Est. Cost Distribution	**$2,381,627**	**$1,905,302**	N/A	**$476,325**	N/A

This request is subject to the terms and conditions that follow (pages 3 - 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Sheboygan** (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal or state funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.

    d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

    f. All DBE requirements that the State specifies.

    g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

    h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.

    i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

    j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

    c. Storm sewer mains necessary for the surface water drainage.

    d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

    e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

    f. Signing and pavement marking.

    g. New installations or alteration of street lighting and traffic signals or devices.

    h. Landscaping.

    i. Preliminary Engineering and design.

    j. Management Consultant and State Review Services.

5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Local Bridge program improvement project to be <u>financed entirely</u> by the Municipality or other utility or facility owner includes the items listed below.

    a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

    b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

    c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

    d. Conditioning, if required and maintenance of detour routes.

    e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

f. All work related to underground storage tanks and contaminated soils.

g. Street and bridge width in excess of standards.

h. Real estate for the improvement.

8. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

9. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

10. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

11. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

12. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

13. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

14. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

15. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

16. The Municipality will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

e. Provide complete plans, specifications, and estimates.

f. Provide relocation orders and real estate plats.

g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

h. Provide maintenance and energy for lighting.

i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

17. It is further agreed by the Municipality that:

a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

20. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

21. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.

22. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

23. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:

    a. ID 4996-21-00: Design is funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

    b. Real Estate is funded 100% by the Municipality. This phase includes real estate acquisition services, Management Consultant Review and State Review. Costs for the real estate acquisition is 100% the responsibility of the Municipality.

    c. ID 4996-21-71: Construction:

        i. Costs for approaches and structure construction are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%.

        ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. July 21, 2014.

Your Committee to whom was referred Res. No. 41-14-15 by Alderperson Heidemann authorizing the appropriate City Officials to execute the contract between the City of Sheboygan and McMahon Engineers/Architects in the amount of $18,000 for the sanitary sewer design for the Calumet Dr. Reconstruction (Main Ave. to N. 26th 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

Other Matters

8.3

Res. No. 41 - 14 - 15. By Alderperson Heidemann. July 7, 2014.

A RESOLUTION authorizing the appropriate City Officials to execute the contract between the City of Sheboygan and McMahon Engineers/Architects in the amount of $18,000.00 for the sanitary sewer design for the Calumet Drive Reconstruction (Main Avenue to N. 26th Street), State Project Number 4630-05-71, Account Number 60134110-980099.

RESOLVED: That the appropriate City Officials execute the contract between the City of Sheboygan and McMahon Engineers/Architects in the amount of $18,000.00 for the sanitary sewer design for the Calumet Drive Reconstruction (Main Avenue to N. 26th Street), State Project Number 4630-05-71, Account Number 60134110-521900.

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. July 21, 2014.

Your Committee to whom was referred Res. No. 42-14-15 by Alderperson Heidemann authorizing the emergency slope repair on Broughton Dr. as the result of major erosion; 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

Other Matters

8.4

Res. No. 42 - 14 - 15. By Alderperson Heidemann. July 7, 2014.

A RESOLUTION authorizing the emergency slope repair on Broughton Drive as the result of major erosion.

WHEREAS, the extensive nature of the conditions, limited time for repair, and limited availability of qualified excavating contractors call for immediate action.

NOW, THEREFORE, BE IT RESOLVED; That the Common Council finds that the extensive nature of the eroded conditions at Broughton Drive creates an emergency endangering the public welfare of the City.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Buteyn-Peterson for repair of the slope as a result of the erosion.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to draw on the appropriate funds in payment of same.

Account Number 10133140-521900

P.H.
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

PROPOSAL

Buteyn-Peterson Construction Company, Inc. (Contractor)
Road and Site Contractors
N7337 Dairyland Drive, Sheboygan, Wisconsin, 53083
(920)-565-6200

PROPOSAL SUBMITTED TO	PHONE	DATE
City of Sheboygan, Att. Ryan Sazma		7/2/2014
STREET	JOB NAME	
	Emergency Slope Repair / Broughton Drive	
CITY, STATE AND ZIP	JOB LOCATION	
	Broughton Drive, ~2,500' south of Park Street Int.	

We propose hereby to furnish material and labor to complete the following work in accordance with information supplied by owner at the prices stated:

UNIT	DESCRIPTION	QTY	PRICE	TOTAL
1	Remove existing tree stump and replace with armored slope approximately 282 tons of feildstone mixed with topsoil seed finished slope. Restore approximatly 10 foot behind curb and install erosion mat on flat area only. Provide traffic control for SB lane closure on Broughton Drive Slope area to be armored is approimatly 60 foot bottom and 20 foot top	1		$18,670 00

☐ SEE ATTACHED FOR PROPOSAL

SUBJECT TO ADDITIONAL TERMS AND CONDITIONS as shown on attached exhibit A

OTHER CONDITIONS:

PAYMENT TO BE MADE AS FOLLOWS:
Net 20 days from date of billing. 1-1/2% per month applied to the past due balance.

Buteyn-Peterson Construction Company, Inc.
Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted
You are authorized to do the work as specified Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

Signature: _____

Exhibit A

ADDITIONAL PROPOSAL TERMS & CONDITIONS

SITE ACCESS

Contractor, its employees, agents and subcontractors, shall have access to the project site as needed to plan for and perform the services proposed; and owner warrants that owner have authority to grant such permission.

CHANGE ORDERS

Owner may request changes within the general scope of the services described in this proposal, by altering or adding to the services to be performed, and such changes shall be performed, provided that the proposed changes are in writing and contractor approves the additional cost amount or rates to be paid by owner for the change in services.

PAYMENT

Payment is due and payable as provided in the proposal, or if not specified otherwise, then shall be paid in full within ___30____ days after completion of the work by contractor. In the event of default in payment, owner shall be liable for interest as provided in the proposal or if not specified, then at the maximum rate allowed by law, and all costs of collection, including reasonable attorneys fees.

OWNER RESPONSIBILITY

Owner shall be responsible for this construction project being in compliance with all federal, state & local laws and regulations, and shall be responsible for obtaining any and all permits or licenses that may be required in connection with this proposal.
Owner shall be responsible for notifying contractor of the existence, location and depth of buried utilities or structures which may be in the area of construction.

INDEMNIFICATION

Owner shall hold contractor harmless from any claim for damages on any basis whatsoever, arising on or as a result of the project referred to, including any claims or penalties arising by reason of non-compliance with any laws or regulations, and shall defend and indemnify contractor against any such claim, suit and any obligation or liability arising there from, except to the extent of any damages caused by contractor's negligence or misconduct, and to that extent contractor shall hold owner harmless from any claim or suit.

CONTRACTOR WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workman like manner according to standard practices. All labor and material is conclusively accepted as satisfactory unless owner notifies contractor in writing otherwise within 30 days__ after the services are completed

UNFORESEEN CIRCUMSTANCES

In the event any significant unforeseen site conditions or occurrences are encountered during performance of services by contractor which in contractor's sole judgment may significantly affect the work, the risks involved or the scope of services contractor may terminate this agreement and owner shall pay contractor for services performed to the date of termination, plus reasonable additional costs and expenses incurred by reason of the termination, provided, however, that as an alternative, owner may elect to alter or change the scope of services and agree to pay the additional changes estimated by contractor to be incurred by reason of the previously unforeseen conditions or occurrences, and this contract shall then continue in effect, as modified
Contractor shall not be liable to owner for any loss of expense arising out of delay in rendering the services where any such delay is caused by any events beyond the reasonable control of contractor

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSON OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

IX

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. July 21, 2014.

Your Committee to whom was referred Gen. Ord. No. 18-14-15 creating a no parking, stopping or standing zone on the west side of Broughton Dr. north of Wisconsin Ave.; recommends that the Ordinance be passed.

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

XI

Other Matters

8.12

Gen. Ord. No. 18 - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE creating a no parking, stopping, or standing zone on the west side of Broughton Drive north of Wisconsin Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the west side of Broughton Drive from the north curb line of Wisconsin Avenue to 180 feet north of Wisconsin Avenue is hereby added to the list of locations where no parking, stopping, or standing is permitted.

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

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

PPB approve

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. July 21, 2014.

Your Committee to whom was referred Gen. Ord. No. 19-14-15 creating 2 hour parking limits on the east side of S. 8th St. from Bluff Ave.; 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

XI

Other Matters

8.13

Gen. Ord. No. 19 - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE creating 2-hour parking limits on the east side of S. 8th Street from Bluff Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the east side of S. 8th Street from the south curb line of Bluff Avenue to 233 feet south of the south curb line of Bluff Avenue is hereby added to the list of locations where parking is limited to two hours (from 6 a.m. to 6 p.m. except Sundays and holidays).

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

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

PPS approve.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

A

IX

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. July 21, 2014.

Your Committee to whom was referred Gen. Ord. No. 20-14-15 creating a bus stop, and banning parking, stopping, or standing except for authorized buses on N. 25th St.; 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

XI

X

Other Matters

8.14

Gen. Ord. No. 20 - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE creating a bus stop, and banning parking, stopping, or standing except for authorized buses on North 25th Street:

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the east side of North 25th Street from 540 feet north of the north curb line of Kohler Memorial Drive to 620 feet north of the north curb line of Kohler Memorial Drive is hereby added to the list of locations of bus stops, thus banning parking, stopping, or standing at that location except for authorized buses

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

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

PP+S approve.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. July 21, 2014.

Your Committee to whom was referred Gen. Ord. No. 21-14-15 placing four-way stop signs at the intersection of N. 12th St. and North Ave.; recommends that the Ordinance be passed.

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

XI

X

Other Matters

8.15

Gen. Ord. No. 21 - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE placing four-way stop signs at the intersection of North 12th Street and North Avenue.

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

Section 1. Gen. Ord. No. 137-83-84, §1, setting forth North Avenue as a through traffic artery, is hereby amended so as to provide an additional stop at the east and west lines of North 12th Street.

Section 2. Pursuant to Section 118-51 of the Municipal Code, entitled "Erection of Official Signs," stop signs shall be added requiring all traffic to stop at the intersection of North 12th Street and North Avenue.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 4. 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.

Pass approve

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. July 21, 2014.

Your Committee to whom was referred Gen. Ord. No. 22-14-15 creating commuter impacted parking on the east and west sides of N. 11th St. between North Ave. and School Ave.; 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

Other Matters

8.16

Gen. Ord. No. 22 - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE creating commuter impacted parking on the east and west sides of N. 11th Street between North Avenue and School Avenue.

WHEREAS, the chief of police and the city engineer have recommended to the Common Council via its Public Protection and Safety Committee to designate North 11th Street between North Avenue and School Avenue as a residential permit parking street; and,

WHEREAS, the chief of police and the city engineer have considered the factors in §118-195, Sheboygan Municipal Code, in making their recommendation; and,

WHEREAS, the common council has called for a public hearing on the matter;

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

Section 1. Pursuant to Chapter 118, Article IV, Division 3 of the Municipal Code entitled, "Residential Daytime Parking Privileges," the east and west sides of N. 11th Street between North Avenue and School Avenue are hereby added to the list of locations where commuter impacted parking is being created stating 2-hour parking 8 a.m. to 4 p.m. school days only, vehicles with valid permit are exempt.

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.

Pres. approve

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. July 21, 2014.

Your Committee to whom was referred Gen. Ord. No. 23-14-15 creating a no parking, stopping, or standing zone on the east side of Broughton Dr. north of Wisconsin Ave.; recommends that the Ordinance be passed.

Concent

_____ _____

_____ _____

_____ _____

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

8.17.

Gen. Ord. No. 23 - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE creating a no parking, stopping, or standing zone on the east side of Broughton Drive north of Wisconsin Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code, entitled "Prohibitions and Restrictions Authorized", the east side of Broughton Drive from the north curb line of Wisconsin Avenue to 270 feet north of Wisconsin Avenue is hereby added to the list of locations where no parking, stopping, or standing is permitted.

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

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

PPB. approve.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. _____ - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2014 original budget.

Finance,
Law & Lic,
Pub. Prot & Safety,
Pub Wks.
Hal & Grie.

_____
Chief Administrative Officer

II

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,253,559	1,243,956	(9,603)	-0.77%
Licenses & Permits	676,895	706,344	29,449	4.35%
Intergovernmental Revenue	14,136,448	14,174,399	37,951	0.27%
Charges for Services	1,173,500	333,130	(840,370)	-71.61%
Fines & Forfeits	313,100	337,100	24,000	7.67%
Interest on Investments	255,150	192,350	(62,800)	-24.61%
Miscellaneous Revenue	129,500	121,668	(7,832)	-6.05%
Other Financing Sources	1,608,388	1,730,977	122,589	7.62%
Total Revenue	19,546,540	18,839,924	(706,616)	-3.62%
Revenue - Mead Library				
Intergovernmental Revenue	628,130	641,462	13,332	2.12%
Charges for Services	93,450	74,550	(18,900)	-20.22%
Miscellaneous Revenue	34,555	44,002	9,447	27.34%
Total Revenue	756,135	760,014	3,879	0.51%
Revenue - Debt Service Fund				
Interest on Investments	-	15,000	15,000	N/A
Pension Transfer	492,101	490,405	(1,696)	-0.34%
Transfer from Other Funds	1,039,203	1,088,359	49,156	4.73%
Total Revenue	1,531,304	1,593,764	62,460	4.08%
City Tax Levy				
General Fund	15,972,916	15,972,916	-	N/A
Mead Library Fund	2,305,741	2,305,741	-	N/A
Debt Service Fund	2,886,889	2,886,889	-	N/A
Transit Utility Fund	511,547	511,547	-	N/A
Total City Tax Levy	21,677,093	21,677,093	-	N/A

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	117,974	127,818	9,844	8.34%
Mayor	406,862	504,637	97,775	24.03%
City Clerk	376,104	346,438	(29,666)	-7.89%
Elections	121,247	57,698	(63,549)	-52.41%
Finance	895,145	912,121	16,976	1.90%
Assessor	437,368	434,956	(2,412)	-0.55%
Human Resources	251,777	254,254	2,477	0.98%
City Attorney	442,828	452,339	9,511	2.15%
City Insurance	276,940	398,601	121,661	43.93%
City Buildings	852,962	805,266	(47,696)	-5.59%
Board of Review	2,150	1,450	(700)	-32.56%
Employee Benefits	345,911	345,111	(800)	-0.23%
Total General Government	4,527,268	4,640,689	113,421	2.51%
Police	12,419,356	12,421,876	2,520	0.02%
Fire	7,715,356	7,818,428	103,072	1.34%
Building Inspection	619,609	671,240	51,631	8.33%
Emergency Operations	1,400	1,200	(200)	-14.29%
Civil Defense	12,460	17,705	5,245	42.09%
Total Public Protection	20,768,181	20,930,449	162,268	0.78%
Public Works	258,907	255,776	(3,131)	-1.21%
Engineering	515,681	525,266	9,585	1.86%
Streets	4,050,898	3,968,978	(81,920)	-2.02%
Sanitation	2,356,027	2,426,421	70,394	2.99%
Boat Facilities	30,000	-	(30,000)	-100.00%
Landfill	19,000	19,000	-	0.00%
Total Public Works	7,230,513	7,195,441	(35,072)	-0.49%
Cemetery	326,348	252,578	(73,770)	-22.60%
Total Human Services	326,348	252,578	(73,770)	-22.60%
Park Department	2,216,135	2,382,697	166,562	7.52%
Senior Center	181,880	181,341	(539)	-0.30%
Total Culture/Recreation	2,398,015	2,564,038	166,023	6.92%
City Development	247,070	269,962	22,892	9.27%
Interfund Transfers	7,060	4,000	(3,060)	-43.34%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,519,455	35,872,157	352,702	0.99%

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	57,246	56,887	(359)	-0.63%
Mead Library Fund	3,061,876	3,065,754	3,878	0.13%
Tourism Fund	1,035,370	1,188,384	153,014	14.78%
Cable TV Franchise Fund	476,466	558,100	81,634	17.13%
Municipal Court Fund	1,092,000	1,113,500	21,500	1.97%
Ambulance Fund	1,058,000	1,208,000	150,000	14.18%
Special Assessment Fund	439,203	448,368	9,165	2.09%
Harbor Centre Marina Fund	1,019,995	1,024,995	5,000	0.49%
Redevelopment Authority Fund	10,500	11,300	800	7.62%
Total Special Revenue Funds	8,250,656	8,675,288	424,632	5.15%
G O Debt Service Fund	4,418,193	4,480,653	62,460	1.41%
TID VI Debt Service Fund	1,863,051	1,803,048	(60,003)	-3.22%
TID V Debt Service Fund	4,401	5,039	638	14.50%
TID VII Debt Service Fund	147,870	149,664	1,794	1.21%
TID X Debt Service Fund	251,051	252,762	1,711	0.68%
TID XI Debt Service Fund	450,543	457,250	6,707	1.49%
TID XII Debt Service Fund	169,248	160,603	(8,645)	-5.11%
TID XIII Debt Service Fund	246,624	251,299	4,675	1.90%
TID IXV Debt Service Fund	374,707	424,684	49,977	13.34%
TID XV Debt Service Fund	86,888	205,304	118,416	136.29%
TID E1 Debt Service Fund	161,495	162,963	1,468	0.91%
Total Debt Service Funds	8,174,071	8,353,269	179,198	2.19%
Industrial Park Fund	11,599	4,500	(7,099)	-61.20%
Capital Improvements Fund	2,000,000	3,000,000	1,000,000	50.00%
Transit Fund	511,547	511,547	-	0.00%
Total Budget	54,467,328	56,416,761	1,949,433	3.58%

II

R. O. No. - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2014 original budget.

Finance,
Law & Lic,
Pub Prot & Safety,
Pub. Wks,
Hal & Hum

Chief Administrative Officer

II

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Enterprise Funds				
Wastewater Fund	9,053,070	9,219,519	166,449	1.84%
Boat Facilities Fund	124,263	124,261	(2)	0.00%
Parking Utility Fund	501,856	431,778	(70,078)	-13.96%
Transit Utility Fund	3,616,780	3,643,590	26,810	0.74%
Total Enterprise Funds	13,295,969	13,419,148	123,179	0.93%
Internal Service Funds				
Motor Vehicle Fund	1,915,548	2,002,951	87,403	4.56%
Health Insurance Fund	8,145,822	8,235,786	89,964	1.10%
Liability Insurance Fund	577,200	577,000	(200)	-0.03%
Worker's Compensation Fund	467,004	609,405	142,401	30.49%
Information Systems Fund	895,648	849,520	(46,128)	-5.15%
Total Internal Service Funds	12,001,222	12,274,662	273,440	2.28%
Trust Funds				
Cemetery Perpetual Care Fund	10,500	13,796	3,296	31.39%
E H May Environmental Park Fund	34,000	23,375	(10,625)	-31.25%
Everhard/Forrer Trust Fund	14,000	62,500	48,500	346.43%
Total Trust Funds	58,500	99,671	41,171	70.38%

II

R. O. No. _____ - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting a communication from the Sheboygan County YMCA requesting an encroachment to create a safe drop off area for cars and busses on the northeast corner of Broughton Dr.

City Plan

Susan Richards
City Clerk

II

the YMCA

FOR YOUTH DEVELOPMENT™
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

JUL 10 '14 PM12:42

July 10, 2014

Sheboygan Common Council
828 Center Avenue
Sheboygan, WI 53081

Dear Chairman and Council Members,

The Sheboygan County YMCA, 812 Broughton Drive, Sheboygan is requesting an encroachment on the northeast corner of Broughton Drive.

The YMCA is applying for the encroachment to create a safe drop off area for cars and busses. The addition of concrete to this area will better designate the drop off area. It will also supply a safe, solid surface to exit a car or bus.

Jim Post, YMCA Property Manager, is available to answer any specific questions. Contact Jim if you would like to tour the area of request. Contact Jim at jpost@sheboygancountyymca.org or 920-980-2925.

Thank you for considering our request.

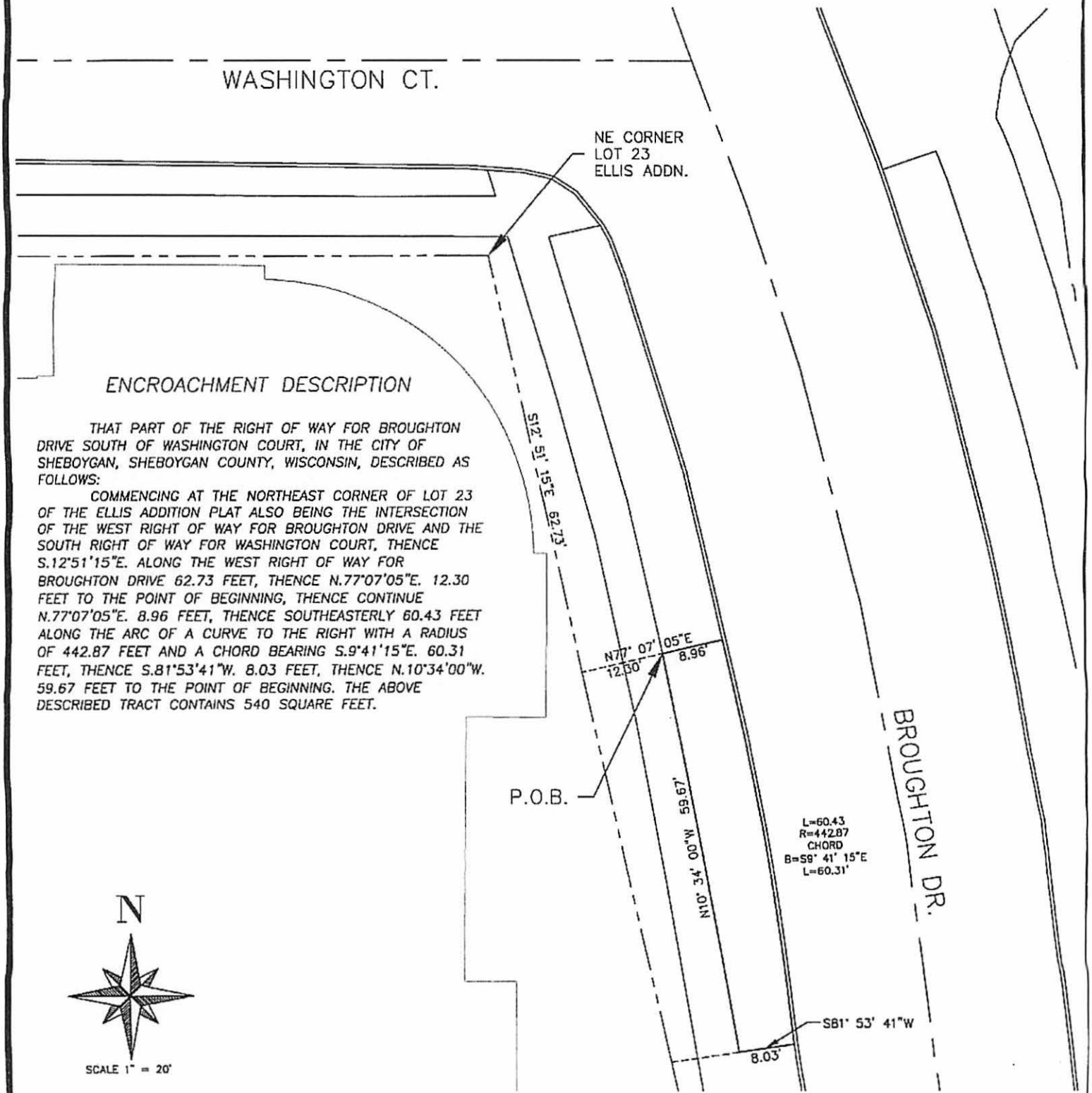
Sincerely,

Donna Wendlandt

Donna Wendlandt, President

SHEBOYGAN COUNTY YMCA
812 Broughton Drive, Sheboygan WI 53081
P 920 451 8000 F 920 451 8019 **www.sheboygancountyymca.org**

ENCROACHMENT DESCRIPTION FOR PEDESTRIAN DROPOFF/PICKUP SITE AT 812 BROUGHTON DRIVE SHEBOYGAN YMCA



ENCROACHMENT DESCRIPTION

THAT PART OF THE RIGHT OF WAY FOR BROUGHTON DRIVE SOUTH OF WASHINGTON COURT, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 23 OF THE ELLIS ADDITION PLAT ALSO BEING THE INTERSECTION OF THE WEST RIGHT OF WAY FOR BROUGHTON DRIVE AND THE SOUTH RIGHT OF WAY FOR WASHINGTON COURT, THENCE S.12°51'15"E. ALONG THE WEST RIGHT OF WAY FOR BROUGHTON DRIVE 62.73 FEET, THENCE N.77°07'05"E. 12.30 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N.77°07'05"E. 8.96 FEET, THENCE SOUTHEASTERLY 60.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 442.87 FEET AND A CHORD BEARING S.9°41'15"E. 60.31 FEET, THENCE S.81°53'41"W. 8.03 FEET, THENCE N.10°34'00"W. 59.67 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 540 SQUARE FEET.

City of Sheboygan
spirit on the lake

CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 6\30\2014

II

R. O. No. ____ - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting a Notice of Claim in the matter of Sharon Janey v. City of Sheboygan et al.

Finance

Susan Richards
City Clerk

II

Claim #13-14

JUL 9 '14 PM12:09

WEISS LAW OFFICE, S.C.

ATTORNEYS AT LAW

Hannah R. Jahn
Charles W. Kramer
Justin M. Schuessler
Monte E. Weiss

1017 W. Glen Oaks Lane, Suite 207
Mequon, WI 53092
(262) 240-9663 - Telephone
(262) 240-9664 - Fax
justin.schuessler@mweisslaw.net - email

July 7, 2014

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

RE: *Sharon Janey v. City of Sheboygan, et al*

Dear Ms. Richards:

Please find enclosed for service on you one (1) original Notice of Claim concerning an incident that occurred on **May 22, 2014.**

If you have any questions, please feel free to contact me.

Very truly yours,

WEISS LAW OFFICE, S.C.

Justin M. Schuessler

JMS/tbm
Enclosure

Claim # B-14
LS Schneider
7-9-14

NOTICE OF CLAIM

TO:

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

PLEASE TAKE NOTICE that pursuant to Wis. Stat. §345.05, **SHARON JANEY** makes the following claim for damages against the **City of Sheboygan**:

1. That the Plaintiff, **SHARON JANEY**, is an individual and resides at 1717 Camelot Boulevard, Sheboygan, Wisconsin 53081.

2. That on or about **May 22, 2014**, the Plaintiff was walking along a public sidewalk on Elm Street at or near 2328 Elm Street.

3. At the same time and place the Plaintiff tripped on a piece of raised concrete, fell, and was injured. The **City of Sheboygan** was negligent in its failure to repair the sidewalk.

4. That as a direct and proximate result of the negligence of the **City of Sheboygan** the Plaintiff sustained personal injuries and has incurred medical bills.

5. **SHARON JANEY** makes a claim for damages in the amount of the medical bills incurred, lost wages, and any other damages incurred by the Plaintiff.

Dated this 7th day of July, 2014

WEISS LAW OFFICE, S.C.
Attorneys for Plaintiff
SHARON JANEY

Monte E. Weiss
State Bar No.: 1003816
Charles W. Kramer
State Bar No.: 1021504
Justin M. Schuessler
State Bar No.: 1087974

P.O. Address:
1017 W. Glen Oaks Lane
Suite 207
Mequon, WI 53092
(262) 240-9663 (Telephone)
(262) 240-9664 (Facsimile)
Justin.schuessler@mweisslaw.net - Email

II

R. O. No. ____ - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting a Summons and Complaint in the matter of the Town of Sheboygan v. the City of Sheboygan.

Susan Richards
City Clerk

Finance

II

JUL 9 '14 PM 4:28

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

TOWN OF SHEBOYGAN
a public body corporate
and politic,
1512 North 40th Street
Sheboygan, WI 53081

Plaintiff

v.

CITY OF SHEBOYGAN
a municipal corporation,
828 Center Avenue
Sheboygan, WI 53081

Defendant

Code #30703 Unclassified

CIRCUIT COURT BRANCH #5
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

Case No. 14CV0434

CLERK CIRCUIT COURT
FILED
14 JUL -7 P2:21
SHEBOYGAN
WISCONSIN

SUMMONS

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

YOU ARE HEREBY NOTIFIED that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin, 53081, and to plaintiff's attorneys, Herbert C. Humke III and Michael J. Bauer, whose address is HOPP NEUMANN HUMKE LLP., 2124 Kohler Memorial Drive, Suite 110, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

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

Dated this 30th day of July, 2014.

HOPP NEUMANN HUMKE LLP
Attorneys for the Plaintiff

By: _____
Herbert C. Humke III
State Bar No. 1023226

By: _____
Michael J. Bauer
State Bar No. 1012261

Mailing address:

HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive
Suite 110
Sheboygan, WI 5 3081
Telephone: (920) 457-8400
Facsimile: (920) 457-8411

R:\CLIENT\08272\00049\00076867.DOCX

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

TOWN OF SHEBOYGAN
a public body corporate
and politic,
1512 North 40th Street
Sheboygan, WI 53081

Plaintiff

Code #30703 Unclassified

v.

Case No. 14CV0434

CITY OF SHEBOYGAN
a municipal corporation,
828 Center Avenue
Sheboygan, WI 53081

Defendant

COMPLAINT

Plaintiff, by its attorneys, **HOPP NEUMANN HUMKE LLP**, by **Herbert C. Humke III** and **Michael J. Bauer**, alleges and states as follows:

1. The plaintiff, **TOWN OF SHEBOYGAN**, hereinafter referred to as "**Town**" is a body corporate and politic, with its offices located at 1512 North 40th Street, Sheboygan, WI 53081.

2. The defendant, **CITY OF SHEBOYGAN**, hereinafter referred to as "**City**" is a municipal corporation, with its offices located at 828 Center Avenue, Sheboygan, WI 53081.

3. On April 14, 2014, an ordinance annexing a certain territory from the **Town** to the **City** was passed by the Common Council of the City of Sheboygan, Wisconsin.

4. The ordinance, a copy of which is attached hereto marked Exhibit A and incorporated herein, identifies the annexed territory by legal description.

5. The Town Board of the Town of Sheboygan has authorized the commencement of this action contesting the annexation of the subject territory by the **City**.

FIRST CAUSE OF ACTION: THE ANNEXATION VIOLATES THE "RULE OF REASON"

6. Plaintiff realleges and reincorporates by reference paragraphs 1-5 above.

7. The annexed territory was conveyed to the **City** as a gift subject to certain restrictive covenants by the Hayssen Family Foundation, hereinafter referred to as "**Hayssen**,"

by virtue of a quit claim deed recorded September 24, 1987, a copy of which deed is attached hereto marked Exhibit B and incorporated herein.

8. The restrictive covenants set forth in the recorded quit claim deed provide, in relevant part, that the subject property conveyed by gift to the **City** shall be used by the **City** as an industrial park, with no more than 15 acres to be used for non-industrial purposes, and in the event the covenants are breached, the property shall revert to the grantor.

9. Upon information and belief, the **City** has breached the restrictive covenants, insofar as the **City** has failed to develop the subject territory as an industrial park, and the territory has remained unimproved agricultural farm land since its conveyance by **Hayssen** to the **City** in 1987.

10. The **City** has no current use or future need for the subject territory.

SECOND CAUSE OF ACTION: VIOLATION OF WIS. STAT. § 66.0223

11. Plaintiff realleges and reincorporates by reference paragraphs 1-10 above.

12. The territory annexed by the **City** is not contiguous to or lying near the City of Sheboygan, in violation of Wis. Stat. § 66.0223, and in fact, the annexed territory lies a distance of 1.42 miles from the City of Sheboygan at its closest point as identified on the survey map attached hereto, marked Exhibit C and incorporated herein.

WHEREFORE, plaintiff demands judgment against the defendant as follows:

A. For a declaration by the Court that the annexation ordinance (Gen. Ord. 62-13-14) adopted by the Common Council of the City of Sheboygan on the 14th day of April, 2014, is void and has no force and effect against the subject territory herein described, and that the Town of Sheboygan shall continue municipal jurisdiction over said territory.

B. For costs and disbursements of this action.

C. For such other and further relief as is just and equitable.

Dated this 30th day of July, 2014.

HOPP NEUMANN HUMKE LLP
Attorneys for the Plaintiff

By: _____
Herbert C. Humke III
State Bar No. 1023226

By: _____
Michael J. Bauer
State Bar No. 1012261

Mailing address:

HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive
Suite 110
Sheboygan, WI 5 3081
Telephone: (920) 457-8400
Facsimile: (920) 457-8411

R:\CLIENT\08272\00049\00076859.DOCX

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
CITY HALL

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

Susan Richards
City Clerk

Gen. Ord. No. 62- 13 - 14. By Alderperson Hammond. April 2, 2014.

AN ORDINANCE annexing territory owned by the City to the City of Sheboygan, Wisconsin.

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

Section 1. Territory Annexed. In accordance with sec. 66.0223 of the Wisconsin Statutes, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, owned by the City of Sheboygan and lying near to the City, is hereby annexed to the City of Sheboygan, Wisconsin:

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 NW1/4 NE1/4 said Section 6, a

EXHIBIT

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. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 4. This ordinance shall take effect upon passage and publication, and upon the filing of seven (7) certified copies of this ordinance in the office of the secretary of state of the State of Wisconsin, together with seven (7) copies of a plat showing the boundaries of the territory attached to the City.

Section 5. The territory described in Section 1 of this ordinance is hereby made a part of the 30th Ward, 1st Aldermanic District, 11th Supervisory District, 27th Assembly District and the 9th Senatorial District.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 14th day of April, 2014.

Dated April 17 2014. Susan Richards, City Clerk

Approved April 17 2014. Michael Vandersteen, Mayor

Proceedings Published April 23, 2014.
Ordinances Published April 23, 2014.
Certified April 21 2014 to Plumbing Insp.; Police Dept.; Eng.; Assessor; Fin. Dir./Treas.; Dep. Fin. Dir./Treas.; Library; City Dev.; Bldg. Insp.; Supt. of Streets/MSB; Transit; Victor/Eng.; DPW; Atty.; Deputy City Clerk; SBC; Sheb. Cty. Clerk; Supt. of Assessments; Alliant; WPS; Water Ut.; Real Property; Supt. of Schools; Sec. of State; Reg. of Deeds; Charter Cable; Ord. Book; City Clerk; Fire Chief; Police Chief; Sheb. Cty. Sheriff; Town of Sheboygan

DOCUMENT NO. 1158599

STATE BAR OF WISCONSIN FORM 3 — 1993
QUIT CLAIM DEED

VOL 1062 PAGE 936
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 24th day of Sept. A.D. 19 87 at 4:22 o'clock P.M., and Recorded in Vol. 1062 of Deeds on page 936/7
Darlene J Marcis
Register

RETURN TO
CITY ATTORNEY'S OFFICE

HAYSSEN FAMILY FOUNDATION, INC., a Wisconsin Corporation

quit-claims to CITY OF SHEBOYGAN, WISCONSIN, a Municipal Corporation

the following described real estate in Sheboygan County, State of Wisconsin:

FEE
77.25(2)(3)
EXEMPT

Tax Parcel No:

The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Six (6), Township Fiftaen (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 (SE¼) of the Northeast Quarter (NE¼) 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 (E 3/8 W½ NE¼) 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 NE¼ said Section 6, a distance of 1344.21 feet to the Northeast corner of the NW¼ NE¼ 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 NE¼ 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

(Over)

This is not homestead property.
(Is (is not)

Dated this 20th day of August, 19 87

HAYSSEN FAMILY FOUNDATION, INC.

Daniel A. Merkel (SEAL)
Daniel A. Merkel, Secretary

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this day of, 19

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
CHASE, OLSEN, KLOET & GUNDERSON
By: Alvin R. Kloet

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN
Sheboygan County. } ss.

Personally came before me this 20th day of August, 19 87 the above named Daniel A. Merkel, Secretary of Hayssen Family Foundation, Inc.

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jill E. Ludens
Jill E. Ludens
Notary Public Sheboygan County, Wis.
My Commission is permanent. (If not, state expiration date: April 29, 19 90.)

QUIT CLAIM DEED — STATE BAR OF WISCONSIN FORM No. 3 — 1993 — Wisconsin Legal Blank Co., Inc. Milwaukee, Wis.

EXHIBIT 13

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 NW¼ NE¼ said Section 6, thence North 0°30'12" W. along the E. line of the NW¼ NE¼ 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.

RESTRICTIVE COVENANTS

1. The property conveyed herein as a gift to the City of Sheboygan shall be used by the City of Sheboygan as an industrial park, with no more than 15 acres being utilized for non-industrial use.

2. When the described real estate or any part of it is platted, the plat shall be identified as the William A. Hayssen Industrial Park.

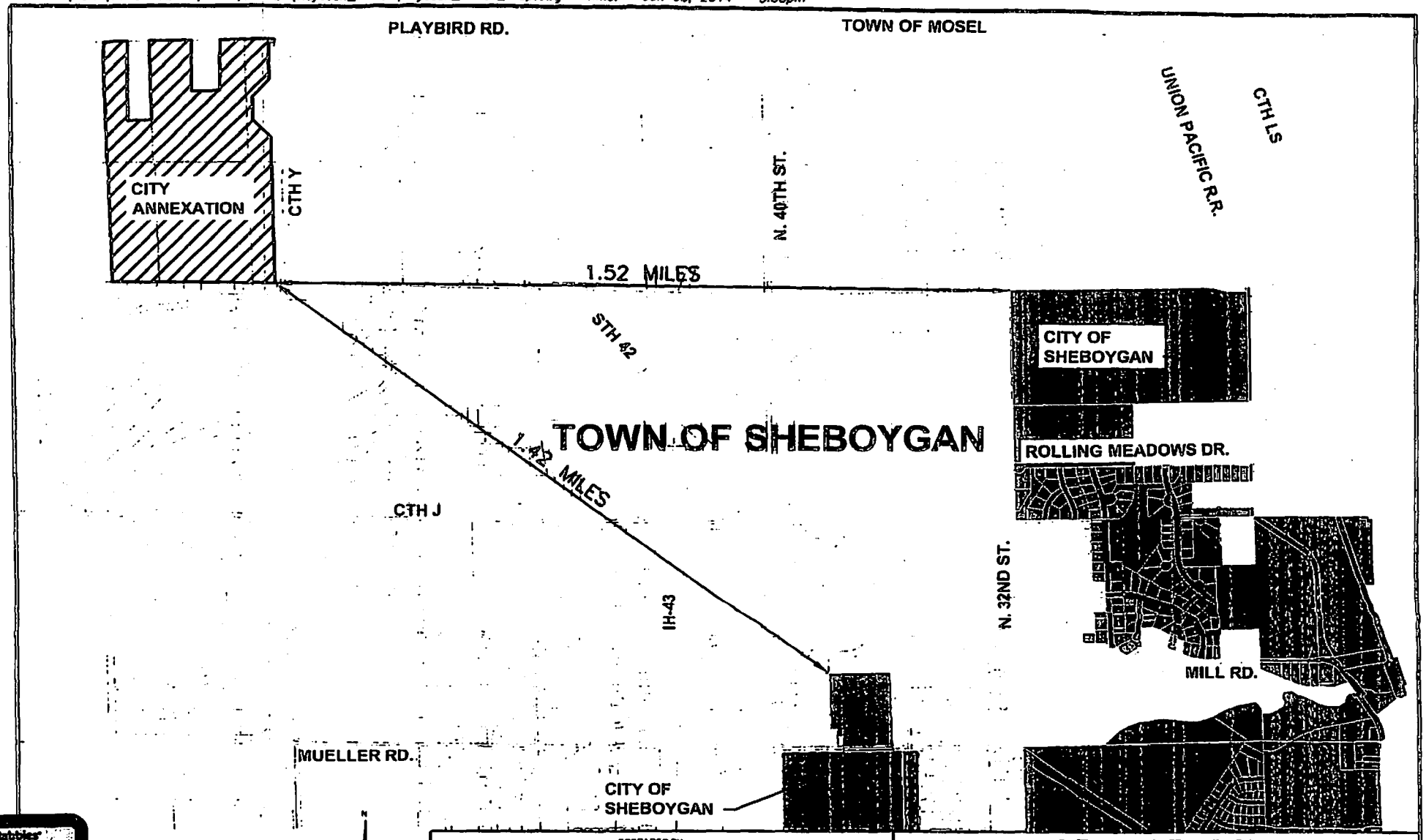
3. Upon acceptance of this Deed, the City of Sheboygan shall identify the property by erecting appropriate sign(s) along public roadways identifying the property as the proposed William A. Hayssen Industrial Park. On platting of the property as the William A. Hayssen Industrial Park, and thereafter, the City shall maintain appropriate sign(s) so identifying the property as the William A. Hayssen Industrial Park.

4. The grantee, as to the real estate as a whole or any part thereof not conveyed to third parties, shall maintain reasonable acceptable landscaping for an Industrial Park.

The above referenced covenants shall be binding upon the grantee herein, its successors and/or assigns. In the event the covenants or any one of them are breached, the real estate described herein shall revert to the grantor, its successors or assigns.

In the event any part of the real estate is conveyed for industrial use and is used as such for a period of one year from date of conveyance, as to that parcel this reversion provision shall terminate.

File: L:\work\60184492.01\CADD\SURVEY\Hoyssen_Annex\Hoyssen_annex_map.dwg Time: Jun 03, 2014 - 3:58pm



PREPARED BY:

AECOM

4135 TECHNOLOGY PARKWAY SHEBOYGAN, WI 53083 T 920-458-8711

CITY ANNEXATION
CITY ORDINANCE NO. 62-13-14

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

JUNE, 2014

60184492

EXHIBIT 2

II

R. O. No. ____ - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting a communication from Joshua Kaufman requesting a waiver from the Sex Offender Residency restrictions in order to live at 1621 Cambridge Ave.

P Pks

Susan Richards
City Clerk

Home - 920-565-3800
Cell - 920-918-3965

CITY OF SHEBOYGAN

PUBLIC PROTECTION AND SAFETY COMMITTEE

JUL 17 '14 PM 12:26

APPLICATION FOR WAIVER OF SEXUAL OFFENDER RESIDENCY RESTRICTIONS

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

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

DATE: July 17TH 2014

NAME: JOSHUA A KAUFMAN

DATE OF BIRTH: 12/21/84

CURRENT ADDRESS: N9263 WILLOW RD ELKHART LAKE WI 53020

EMPLOYER: VORTEX LIQUID COLOR

ADDRESS OF EMPLOYER: 4445 GATEWAY DR. SHEBOYGAN WI 53081

HIGHEST LEVEL OF EDUCATION COMPLETED: 12

AGES & RELATIONSHIPS OF THOSE WHO CURRENTLY LIVE WITH YOU

(Do not list names): MOTHER - 54 STEP-FATHER - 62

ADDRESS THAT YOU WISH TO MOVE TO IN SHEBOYGAN: 1621 CAMBRIDGE AVE

AGES & RELATIONSHIPS OF THOSE WHO WOULD LIVE IN THE HOME YOU WISH TO MOVE TO

(Do not list names): FRIEND/CO-WORKER - 20

COMPLETE LIST OF YOUR PREVIOUS RESIDENTIAL ADDRESSES:

N9263 WILLOW ROAD ELKHART LAKE WI
1731 ASHBY CT. SHEBOYGAN WI
APARTMENT COMPLEX ST. NAZIANZ
LOON AVE SEBRING FL
BOSWELL DR. LARAMIE WY

Scott Walker
Governor

Ed Wall

Secretary

State of Wisconsin
Department of Corrections

3422 Wilgus Avenue
Sheboygan, WI 53081
Phone (920) 459-3097
Fax (920) 459-4386

July 15, 2014

JUL 17'14 AM11:12

To whom it may concern:

The Department of Corrections, on behalf of Christopher Fitzpatrick (DOC # 323695…DOB: 8/23/1977), is hereby filing an appeal to the Sex Offender Residency Restrictions.

Mr. Fitzpatrick is slated to be released from prison on September 16, 2014. Upon his release, the Department would like to place him at a Transitional Living Placement (TLP) residence located at 1123 / 1125 North.14th Street or 930A Michigan Avenue, based on availability.

Respectfully,

Mike Roehl
Probation & Parole Agent #71214
3422 Wilgus Ave. Sheboygan, WI 53081
920.459.3484

CITY OF SHEBOYGAN

PUBLIC PROTECTION AND SAFETY COMMITTEE

JUL 17'14 AM11:12

APPLICATION FOR WAIVER OF SEXUAL OFFENDER RESIDENCY RESTRICTIONS

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

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

DATE: July 15, 2014

NAME: Christopher Fitzpatrick

DATE OF BIRTH: 8/23/1977

CURRENT ADDRESS: Kettle Moraine Correctional Institution

EMPLOYER: NA

ADDRESS OF EMPLOYER: NA

HIGHEST LEVEL OF EDUCATION COMPLETED: Has an HSED

AGES & RELATIONSHIPS OF THOSE WHO CURRENTLY LIVE WITH YOU

(Do not list names): NA

ADDRESS THAT YOU WISH TO MOVE TO IN SHEBOYGAN: A TLP – 1123 N. 14th Street, 1125 N. 14th Street or 930-A Michigan Avenue depending on availability.

AGES & RELATIONSHIPS OF THOSE WHO WOULD LIVE IN THE HOME YOU WISH TO MOVE TO (Do not list names): Other offenders under supervision of the State DOC/DCC

COMPLETE LIST OF YOUR PREVIOUS RESIDENTIAL ADDRESSES: Mr. Fitzpatrick was born in Ozaukee County and has resided there most of his life. However, in June of 2008 he took up residency in Sheboygan County. Sheboygan is the County of conviction and is where he is required to be released to.

Please answer the following questions and if needed, attach additional pages to this application.

1. In your own words, describe your sexual offense, including the date of conviction and details of the incident. __

Ozaukee County Case #98CF00105: Ct. 1: Sexual Assault/under age 16, Ct. 2: Sexual Assault/under age 16
According to the criminal complaint, on or about April 14, 1998, the victim, A.S.(dob: 5/26/82) was sitting outside of a restaurant in Port Washington, WI. Christopher Fitzpatrick drove past at approximately 6:00 pm. At that time he told the victim, if he saw her later, he would pick her up. Later in the evening, about 11:00pm, the victim was walking home. She again saw Christopher Fitzpatrick and he picked her up. They initially drove around Port Washington. At one point he asked her how old she was and she told him she would be 16 at the end of the month. She reported that Christopher Fitzpatrick then jokingly asked her if she wanted to go back to his house and have sex and pizza. He later told her, he had keys to someone's apartment (who was apparently in jail). The victim agreed to go to the apartment with him. The victim did not go into detail about the sexual activity with the detective. She stated they had penis to vagina intercourse which occurred on a pull out bed in the living room. The victim also stated after completing the act of intercourse, he again had intercourse with her.

Sheboygan County Case #2008CF000621: 2nd Degree Sexual Assault of a Child
On 09/15/08, Sheboygan County Sheriff's Department Detective made contact with the victim, K.L.T. (dob: 2/17/1994) along with her mother, to discuss an incident that had occurred earlier in the summer at a residence in Cedar Grove, Wisconsin. K.L.T. reported she had been at her girlfriend's house, who resides in the lower portion of a residence along with her family. Above the residence, there were at least two apartments, one of which was occupied by two male parties. She advised that she had been upstairs at that apartment with her friend and other friends of hers, also minors, when the incident occurred.

While at that apartment, there was an underage drinking party in which all of them were drinking alcohol. She advised that she along with Christopher Fitzpatrick and a friend of hers were in Christopher Fitzpatrick's bedroom. In the bedroom, she stated that they were playing a game of truth or dare and after the game, she and her friend, had gotten up to leave the room.
Upon the K.L.T. and her friend attempting to leave the bedroom, K.L.T. advised that Mr. Fitzpatrick grabbed her by the arm and would not allow her to leave the bedroom area. Her friend had left the room and Mr. Fitzpatrick and the victim were left in the room alone. She advised that he grabbed her with one hand and held her and did not allow her to leave the bedroom. She stated that she attempted to pull away numerous times however, was unable to do so. She said she was then pushed onto the bed and again she attempted to get away numerous times. While she was on the bed, she stated that Mr. Fitzpatrick was on top of her and she was unable to get up or to leave the room. She stated that at one point, her clothes were removed. She stated that Mr. Fitzpatrick had taken his pants off and that the two had sexual intercourse. She thought that the sexual penetration lasted approximately five minutes. After this period of time, Mr. Fitzpatrick got up, got dressed and made a comment to her that she should not brag about the incident to anyone. She stated that she was able to put her clothes back on and then was able to leave the bedroom and left the apartment. K.L.T. advised that at no point did she give permission to Mr. Fitzpatrick to have sex with her and that she did attempt on numerous occasions to get away from him.

2. Have you ever been convicted of another criminal sexual offense pursuant to federal or state law? If you answered yes, please list dates and locations. No _____

_____

_____

3. Are you currently, or will you be upon release from incarceration, under the supervision of the Department of Corrections? Yes _____

4. If so, provide the name and contact information for your Agent.

Mike Roehl
Probation & Parole Agent #71214
3422 Wilgus Ave.
Sheboygan, WI 53081
920.459.3484

5. Describe how you believe your sexual crime affected the victim in your case (without naming the victim). NA - Agent submitting on behalf of the offender.

6. Please prepare a summary of your treatment history for proposal to the Committee. This portion of your appeal will be held in closed session and not released to the public. Mr. Fitzpatrick successfully completed sex offender treatment while in the institution. It has been recommended that he attend after care treatment while in the community.

6a. Beside the treatment outlined in question 6, what other assurances can you provide to the Committee that you will not re-offend sexually in the future? While the Department cannot guarantee that an offender will not reoffend, it is our belief that the he will have the best opportunity at success on supervision to be in a highly structured environment. We are requesting to place Mr. Fitzpatrick at a Transitional Living Placement facility (TLP) that is leased by the State of Wisconsin Department of Corrections (DOC) and is monitored and staffed by employees of ATTIC Correctional Services (most of which at this time are also correctional officers). Monday through Wednesday, staff conduct two random checks of the residence; one between 12-6 am and one between 6-12 am. Thursday through Sunday, staff conduct three random checks of the residence. Other random checks are conducted as well by Department of Correction's staff and home visits are also conducted there. The purpose of these checks is to monitor offender compliance with rules, provide face-to-face interaction, a formal walk through to gauge the condition of the residence and the residents, and to ensure that there is no contraband within the residences. The Sheboygan Police Department has keys to these residences and periodically brings drug dogs through and/or administers preliminary breath tests (PBT's). Offenders are not allowed to have visitors while staying at the TLP. All offenders residing there are required to participate in the Electronic Monitoring Program (EMP). EMP is an additional tool that allows the Dept. to monitor offenders' comings and goings as well as provide structure through a set schedule of when they can be engaged in work, school, treatment or other activities, and when they need to be inside the TLP.

The purpose of the TLP is to provide structure, housing and enhanced monitoring for offenders transitioning back into the community. The philosophy behind it is to provide the offender with housing in order to gain employment, save money to obtain their own stable residence, participate in treatment and show a level of compliance with the objectives of supervision. Evidence based practice has shown that offenders who have stability in the "critical success factors" of employment, residence, treatment and strong connections to family members or other mature people who will help control offender behavior, are less likely to commit new criminal behavior. All offenders residing within the TLP are seen according to the Dept.'s Standards for Sex Offender supervision. Minimum contact standards for sex offenders recently released to supervision or placed at a TLP are: one agent to offender face-to-face contact every seven days, one home visit contact every 30 days (home visit requires face-to-face contact with the offender or collateral in the offender's home), two collateral contacts (face-to-face or by telephone) every 30 days with any of the following: treatment professional, law enforcement, spouse/significant other, landlord, neighbor, or chaperone, and monthly contacts with employer.

7. Do you require any special accommodations? PLEASE NOTE: Anyone wishing to appear before the Committee who, because of a disability, requires special accommodations, should contact the Office of the Chief of Police, telephone number 459-3343, at least 24 hours before the scheduled meeting so that arrangements can be made. _____

8. The Committee suggests that you bring other individuals to your waiver hearing to speak on your behalf. Anyone wishing to appear should also submit written testimony with this application.

AUTHORIZATION AND CERTIFICATION: Please read and initial each of the following statements. Your initials and signature verify that you have read, understand, and agree to abide by these statements.

Initial _____ I hereby certify that all statements made on, or in connection with, my application are true, complete and correct to the best of my knowledge and belief.

Initial _____ I understand and agree that any misstatements or omissions of material fact subject me to denial of this application.

Initial _____ I authorize the City of Sheboygan, its officers, agents, and employees to conduct a background check (including criminal) prior to making a decision regarding this appeal. I release and hold harmless the City of Sheboygan, their officers, agents, and employees, and the person(s) providing the information, from any liability, related to the performance or result of this check.

Applicant's Signature _____ **Date**_____

PLEASE RETURN THE COMPLETED APPLICATION TO: SHEBOYGAN CITY CLERK, 828 CENTER AVE., SHEBOYGAN, WI 53081
AFTER RECEIPT OF THIS COMPLETED APPLICATION, YOU WILL BE NOTIFIED OF THE DATE AND TIME OF YOUR WAIVER HEARING BEFORE THE PUBLIC PROTECTION AND SAFETY COMMITTEE. WAIVER HEARINGS WILL BE SCHEDULED APPROXIMATELY 30-45 DAYS AFTER RECEIPT OF APPLICATION.

III

Res. No. ____ - 14 - 15. By Alderpersons VanderWeele and Van Akkeren.
July 21, 2014.

A RESOLUTION authorizing signing an easement for mini-storm sewers for various properties.

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

Douglas J. and Wendy A. Born, 2302 N. 27th St.

P.W.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

EASEMENT

THIS INDENTURE, made this 15th day of July, 2014, by and between Douglas J. Born and Wendy A. Born (aka Wendy A. Ruppel) residing at 2302 N. 27th Street, Sheboygan, Wisconsin 53083-4419, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

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

59281-6140780
Tax Parcel No.

WITNESSETH:

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

GRACELAND SUBD NO 10
LOT 1 & N 1/2 OF VAC WALKWAY
ADJ SD LOT BLK 22
CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 15th day of July, 2014.

Douglas J. Born
(Sign in the presence of a Notary Public)

Wendy A. Born (aka Wendy A. Ruppel)
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 15th day of July, 2014, Douglas J. Born and Wendy A. Born (aka Wendy A. Ruppel), to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

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

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 01011662

III

Res. No. ____ - 14 - 15. By Alderperson Heidemann. July 21, 2014.

A RESOLUTION authorizing to enter into contract for the 2014 Bituminous Resurfacing Program (S. 8t St. from Kentucky Ave. to Union Ave.) Bid # 2376-14.

WHEREAS, the overall bid price is $2,059,967.47 from this bid price the City of Sheboygan has a direct cost of $792,244.20. The Sheboygan Water Utility has the remaining cost of $1,267,723.25.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into contract with Vinton Construction for the 2014 Bituminous Paving Program for the proposed sum of $792,244.20 per their proposal.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the Sanitary Sewer Account No. 60134110-521900 for $108,108.50; CDBG block grant funding # 21461100-631100 for $340,000; City Capital No. 47333140-631200 for $344,135.70 in payment of same.

P.W.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. July 21, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 65-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Beverage Operator License application #0432 be denied based on his failure to accurately reveal all relevant convictions on his application and his record of a violation related to the licensed activity.

rcy.

_____ _____

_____ _____

_____ _____

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. July 21, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 65-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Beverage Operator License application #0423 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 habitual 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

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. July 21, 2014.

Your Committee to whom was referred R. O. No. 55-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Beverage Operator's License application #0392 be denied based upon her failure to accurately reveal all relevant convictions on the application, her record of violations related to the licensed activity, and her failure to cooperate with the Committee.

reg.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

Other Matters

11.1

II

R. O. No. 55 - 14 - 15. By CITY CLERK. June 2, 2014.

Submitting various license applications (individuals) for the period ending June 30, 2015 and June 30, 2016.

Susan Richards
City Clerk

Law & Lic
6/16/14 - grant all lics. except (see attached back page)
7/7/14 - grant Biederwolf, Kautzer, Metz, Hold - Shawl, Olenick - Grant Olaiz.
7/21/14 - deny Hawe & Olenick

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2016)

No.	Name	Address
0399	Armstrong, Hannah M.	4315 Liberty Ct., #BB204
6713	Biederwolf, Megan	1641 S. 12th St.
0402	Burns, Timothy W.	1020 Happy Ln., #3, Sheb. Falls
9410	Christman, Cynthia D.	1316 Jefferson Ave.
0408	Cila, William A.	1420 N. 27th St.
0404	Diener, Daniel J.	3830 S. 11th St.
0407	Harms, Jonathan C.	1325 S. 25th St.
0397	Hawe, Sara L.	N6506 Plank Circle, Glenbeulah
0391	Huettner, Abby E.	N3148 State Rd. 32, Sheb. Falls
0410	Johnson, Austin R.	1143 Linden St., Cleveland
0401	Kalk, Gary A.	720 Roosevelt Ave., Howards Grove
0394	Klingbeil, Travis L.	1417 Indiana Ave.
9405	Koch, Jacqueline M.	239 S. River Blvd., Plymouth
0403	Lorenz, Erik W.	2628 Center Ave.
0411	Olaiz, Monique A.	4409 Primrose Ct.
0392	Olenick, Sophia A.	304 Park Ave.
0395	Olszewski, Amber A.	2121 Cleveland Ave.
0405	Randolph, Walter F.	1004 Willow Dr., Sheb. Falls
0406	Rekowsksi, Shelby L.	N2634 Mill Rd., Waldo
0400	Verheyen, Jennifer R.	1018 Bell Ave.
0409	Wetzel, Rion M.	3974 Meadowbrook Ct.
0393	Yang, Donna N.	2125 N. 27th St.

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2016)

No.	Name	Address
9041	Acuna, Lady	2219 Terrace View Dr., #3D
5930	Alten, Candace A.	1327 N. 13th St.
5206	Anderson, Teresa L.	2319 Pennsylvania Ave.
7996	Bebermeier, Erin B.	1624 N. 15th St.
5190	Beck, Kevin M.	511A N. 8th St.
6455	Behnke, Barb J.	1006 N. 16th St.
5274	Beltran, Terri L.	3731 Main Ave.
9563	Berger, Ruth E.	734 Dartmouth Dr., Sheb. Falls
8496	Bilgrien, Danielle M.	1732 Knoolcrest Dr.
7881	Black, Abigail E.	1619 N. 27th St.
9610	Blockland, Michelle R.	1142 Dillingham Ave.
4105	Brown, Jeffrey D.	5108 Evergreen Dr.
9775	Burkart, Megan N.	3431 N. 10th St., #111
1172	Campbell, Christopher R.	1210 N. 14th St.
1204	Cotter Jr., Donald G.	1422A N. 10th St.
8779	Dean, Douglas A.	1732 N. 27th St.
1250	Dewane, Elaine M.	2839 N. Apache Rd.
9794	East, Jacob A.	323 Superior Ave.
6645	Eggen, Cheryl L.	2420 Elm Ave.
4034	Ertel, Michael L.	2400 Fairfield Ln., Plymouth
5305	Freriks, Scott A.	1130 Swift Ave.
3544	Garlieb, Perry H.	1210 N. 14th St.
5291	Gatford, Barbie R.	2802 S. 18th St.
4411	Green, Candise S.	5108 Evergreen Dr.
5285	Grub, Jason E.	1716 Wisconsin Ave.
5286	Grub, Timothy M.	2123 Carmen Ave.
1431	Guenther, Victor C.	2621 N. 25th St.
9875	Harrington, Jill A.	557 Upper Rd., Kohler
4228	Hendrikse, Phyllis H.	705 Pershing Ave.
6765	Hermann, Jane	2134 S. 12th St.
6452	Hohmann, Luanne J.	1236 Eisner Ave.
1530	Hoppert, Laurie A.	2510 S. 18th St.
5696	Hutton, Charles F.	1149 High Ave.
3816	Kautzer, Kathleen A.	1724 Wilson Ave.
9891	Kiehl, Tanya L.	544 Pinehurst Ct., Sheb. Falls
6185	Kiley, Dean H.	1518 N. 26th St.
8881	Knight, Nicole M.	1124 N. 14th St.
3614	Koerner, Joseph A.	837 Leland Ave.
6614	Koerner, Mystie C.	837 Leland Ave.
5023	Krepsky, Jill M.	1318 N. 31st St.
2195	Kussard, Heidi K.	1904 N. 28th St.
4767	Lessard, Susan J.	5016 Moenning Rd.
6801	Love, Christie M.	1708A N. 4th St.
1781	Lukonen, Kathryn	86 Lighthouse Ct.
8607	Malson, Joshua J.	1132 Kentucky Ave.

8947	Marsellis, Lynn M.	314A	New York Ave.
5801	Martin, Jay L. (Club)	1228	Bluff Ave.
8582	Matter, Lindsay M.	531	S. 8th St.
9803	McFarland, Angela M.	1414	N. 17th St.
7107	McGeary, Amanda L.	932	N. 37th St.
5354	McGeary, Scott A.	932	N. 37th St.
1843	Menzer, Lee A.	633	N. 27th St.
5138	Metz, Nicole L.	2219	Cleveland
4683	Meyer, Debra M.	4228	N. 29th St.
1864	Meyer, Michael E.	2925	Lake Shore Dr.
6449	Mohnsam, Jessica P.	1619	N. 27th St.
1682	Morton, Patricia A.	3114	N. 9th St.
1918	Noordyk, James V.	1334	Blackwood Ct.
4376	Norton Sr., Walter W.	3522	Granite Rd.
8130	Oskey, Leslie A.	2952	Woodbine Dr.
4496	Pentek, Mary Jo	1720	Wilson Ave.
5018	Peper, Tammi L.	2126A	N. 15th St.
9793	Perl, Meridith A.	2225	Cleveland Ave.
6148	Petrie, Nicole H.	918	S. 15th St.
6544	Pfister, Richard W.	1578	Falcon Way, Sheb. Falls
6604	Poperl, Jennifer L.	2040A	N. 13th St.
5036	Posey, Susan E.	411	S. Lincoln Dr., Howard Grove
6372	Potter Jr., Roy A.	2625	S. 8th St.
9849	Prucha, Mark J.	1729	N. 10th St.
4445	Rabideaux, Deana M.	2215	N. 29th St.
9571	Renzelman, Wendy J.	1637A	Geele Ave.
2045	Roe, Wendy C.	2032	Tivoli Ln.
9583	Roehrborn, Becky J.	1223	Lincoln Ave.
4338	Roerdink, Sherri L.	321	Prospect Ave.
8895	Ruppel, Peggy J.	2507	Calumet Dr.
8224	Salazar, Amanda Y.	1523	Maryland Ave.
5690	Schaefer, Tammy L.	1519	Fieldstone Ln., Howards Grove
9709	Scheibl, Stacy J.	3742	Enterprise Dr.
5235	Schleining, David A.	1125	Lincoln Ave.
4632	Schreurs, Amy L.	908	Geele Ave.
9820	Schroeder, Toni M.	606	St. Clair Ave.
9721	Schuette, Thomas F.	W6490	Aurora Rd., Plymouth
7229	Schillingowski, Susan E.	56	S. Hiawatha Cir.
6454	Senkbeil, Gregory A.(Club)	820	N. 28th St.
2136	Severance, Harold W. (Club)	2503	N. 26th St.
7004	Stapel, Kimberly A.	813	Huron Ave.
2840	Strickland, Harold J.	2911	S. 15th St.
9834	Suemnicht, Joy L.	W8092	Cty. Rd. C, Glenbeulah
8024	Theune, Shawn L.	1902	Camelot Blvd.
9912	Thompson, Jacob R.	419	Staffor St., Plymouth
1600	Traas, Jennifer L.	1222	N. 29th St.
5129	Trempe, Kristine M.	1523	N. 20th St.

9622	VanLanen, Paul M.	2315 N. 6th St.
0400	Verheyen, Jennifer R.	1018 Bell Ave.
8109	Waechter, Patti A.	728 Oak Tree Rd.
5810	Wagner, Elizabeth A.	826 Taylor Park
9846	Waraich, Celia M.	N6233 Woodland Rd.
4485	Weber, Tammy	1013 N.12th St.
7887	Williamson, Danika L.	N115 Surfside Dr., Cedar Grove
3502	Wolff, Richard A.	1622 N. 25th St.
9351	Yera, Javier F.	1127 N. 8th St.
9726	Zastrow Jr., Michael L.	4227 Cty. Rd. A
8170	Zenk, Travis A.	2123A S. 16th St.
5762	Zoch, Christopher R.	620 ST. Clair Ave.

TAXICAB DRIVER LICENSE (December 31, 2015)NEW

No.	Name	Address
0396	Munoz, Rhonda L.	511 S. 27th St.

TAXICAB DRIVER LICENS (December 31, 2015)RENEW

No.	Name	Address
6090	Allmann, Michele R.	2016 N. 8th St.
0299	Baganz, Arnold A.	114 S. Main St., #342 Fond Du Lac
9790	Butts, Constance B.	729 Kentucky Ave.
1204	Cotter Jr., Donald G.	1422A N. 10th St.
9313	Demeuse, Robert J.	1718-2 Mallard Ave., Sheb. Falls
0211	Herren, Richard E.	1328 McArthur Ave.
0321	James, Asher DR	1436 Erie Ave.
0318	Mondloch, Richard L.	W5681 S. Cty Rd. A, Adell
7805	Reiner, Michael G.	2419 N. 29th St.
9981	Rosenau, Kerry R.	303 E Mill St., #1, Plymouth
7731	Santana, Reynel	2724 Main Ave.
8599	Stangel, Geraldine E.	3705 Sheridan Ave., #F1
9846	Waraich, Celia M.	N6233 Woodland Rd.
0142	Waraich, Jesse Singh	N6233 Woodland Rd.

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. July 21, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 55-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Beverage Operator's License application #0397 be denied based upon her failure to accurately reveal all relevant convictions on the application, her record of violations related to the licensed activity, her record as a habitual law violator and her failure to cooperate with the Committee.

reg

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No._____ - 14 - 15. By FINANCE. July 21, 2014.

Your Committee to whom was referred Res. No. 32-14-15 by Alderperson Hammond being an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Polyfab Corp. Project; recommends the Resolution be passed.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.2

Res. No. 32 - 14 - 15. By Alderperson Hammond. July 7, 2014.

AN INITIAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR POLYFAB CORP. PROJECT.

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the "Act") authorizes the City of Sheboygan, Wisconsin (the "Issuer"), to authorize the issuance and sale of bonds by the Issuer to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects; and

WHEREAS, Gill - Janssen Corp., a Wisconsin corporation, and Polyfab Corp., a Wisconsin corporation, and/or a related entity, and/or a limited liability entity to be formed (collectively, the "Borrower"), desires to complete a project consisting of financing the (i) acquisition of land, (ii) construction of an approximately 50,000 square foot addition to an existing approximately 50,000 square foot manufacturing facility located at 1705 Martin Avenue in the City of Sheboygan, Wisconsin (the "Facility") which is used by Polyfab Corp. to manufacture custom plastic injection molded parts, (iii) rehabilitation of the existing Facility, (iv) acquisition and installation of equipment at the Facility and (v) professional fees and costs (collectively, the "Project"), all of which would contribute to the well-being of the City of Sheboygan, Wisconsin; and

WHEREAS, the cost of the Project is presently estimated to be greater than $10,000,000, and the amount proposed to be financed with one or more series of tax-exempt and/or taxable industrial development revenue bonds does not exceed $10,000,000; and

WHEREAS, it is the public interest of the Issuer to promote, attract, stimulate, rehabilitate and revitalize commerce, industry and manufacturing, to promote the betterment of the economy of the Issuer; and

WHEREAS, the Borrower has requested that the Issuer now approve an initial resolution (the "Initial Resolution") providing for the financing of the Project in an amount not to exceed $10,000,000; and

WHEREAS, the Issuer is a municipality organized and existing under and pursuant to the laws of the State of Wisconsin, and is authorized to enter into revenue agreements with eligible participants with respect to the Project whereby eligible participants agree to cause said Project to be constructed and to pay the Issuer an amount of funds sufficient to provide for the prompt payment when due of the principal and interest on said industrial development revenue bonds.

Finance approve

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan, Wisconsin, as follows:

1. Based upon representations of the Borrower, it is the finding and determination of the Common Council that the Project is a qualified "project" within the meaning of the Act and that the Borrower is an "eligible participant" within the meaning of the Act. The Issuer shall:

(a) Finance the Project in an amount not to exceed $10,000,000; and

(b) Issue industrial development revenue bonds in one or more series of tax-exempt and/or taxable bonds (the "Bond(s)"), in an amount not to exceed $10,000,000 in order to finance costs of the Project.

2. The aforesaid plan of financing contemplates, and is conditioned upon, the following:

(a) The Bonds shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation;

(b) The Bonds shall not constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers;

(c) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with industrial development revenue bonds;

(d) The Borrower shall find a purchaser for all of the Bonds;

(e) The Issuer's out-of-pocket costs, including but not limited to legal fees and Trustee's fees, in connection with the issuance and sale of the Bonds shall be paid by the Borrower; and

(f) A notice of public hearing required by federal law for purposes of Section 147(f) of the Internal Revenue Code, as amended, shall be published in a newspaper of general circulation in the City of Sheboygan and a public hearing shall be held to provide interested individuals or parties the opportunity to testify as to the Project and the issuance of the Bonds.

3. The aforesaid plan of financing shall not be legally binding upon the Issuer nor be finally implemented unless and until:

(a) The details and mechanics of the same are authorized and approved by a further resolution of the Common Council which shall be solely within the discretion of the Common Council;

(b) The City Clerk shall cause notice of adoption of this Initial Resolution, in the form attached hereto as Exhibit A, to be published once in a newspaper of general circulation in the City of Sheboygan, and the electors of the City of Sheboygan shall have been given the opportunity to petition for a referendum on the matter of the aforesaid Bond issue, all as required by law;

(c) Either no such petition shall be timely filed or such petition shall have been filed and said referendum shall have approved the Bond issue;

(d) The City Clerk shall have received an employment impact estimate issued under Section 560.034 of the Wisconsin Statutes;

(e) All documents required to consummate the financing have been duly authorized and delivered; and

(f) The Issuer and the Borrower have resolved all land use and special use issues with respect to the affected property and the Project.

4. Pursuant to the Act, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

5. The City Clerk is directed, following adoption of this Initial Resolution (i) to publish notice of such adoption not less than one time in the official newspaper of the City of Sheboygan, Wisconsin, such notice to be in substantially the form attached hereto as Exhibit A and (ii) to file a copy of this Initial Resolution, together with a statement indicating the date the Notice to Electors was published, with the Wisconsin Economic Development Corporation within twenty (20) days following the date of publication of such notice.

6. This Initial Resolution is an "initial resolution" within the meaning of the Act and official action toward issuance of the Bonds for purposes of Sections 103 and 144 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Furthermore, it is the reasonable expectation of the Issuer that proceeds of the Bonds may be used to reimburse expenditures made on the Project prior to the issuance of the Bonds. The maximum principal amount of debt expected to be issued for the Project on the date hereof is $10,000,000. This statement of official intent is made pursuant to Treasury Regulations §1.150-2.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2014.

Dated _____, 2014 _____, City Clerk

Approved _____, 2014 _____, Mayor

EXHIBIT A

NOTICE TO ELECTORS OF
THE CITY OF SHEBOYGAN, WISCONSIN

TAKE NOTICE that the Common Council of the City of Sheboygan, Wisconsin (the "Issuer"), at a regular meeting held at City Hall, 828 Center Avenue, Sheboygan, Wisconsin, on July 21, 2014, adopted an Initial Resolution pursuant to Section 66.1103 of the Wisconsin Statutes, as amended, expressing the intention to issue not to exceed $10,000,000 of industrial development revenue bonds of the Issuer (the "Bonds") on behalf of Gill - Janssen Corp., a Wisconsin corporation, and Polyfab Corp., a Wisconsin corporation, and/or a related entity, and/or a limited liability entity to be formed (collectively, the "Borrower"). The Bonds are for financing a project on behalf of the Borrower consisting of the (i) acquisition of land, (ii) construction of an approximately 50,000 square foot addition to an existing approximately 50,000 square foot manufacturing facility located at 1705 Martin Avenue in the City of Sheboygan, Wisconsin (the "Facility") which is used by Polyfab Corp. to manufacture custom plastic injection molded parts, (iii) rehabilitation of the existing Facility, (iv) acquisition and installation of equipment at the Facility and (iv) professional fees and costs (collectively, the "Project"). The Borrower has represented that the net number of full-time equivalent jobs which the Project is expected to create on the Project site is 35.

Pursuant to the terms of Section 66.1103 of the Wisconsin Statutes, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, NOR SHALL THE BONDS GIVE RISE TO ANY PECUNIARY LIABILITY OF THE ISSUER, NOR SHALL THE BONDS BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER. RATHER, THE BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES AND OTHER AMOUNTS TO BE DERIVED PURSUANT TO THE REVENUE AGREEMENT RELATING TO SAID PROJECT TO BE ENTERED INTO BETWEEN THE ISSUER AND THE BORROWER.

The Initial Resolution may be inspected in the office of the City Clerk at 828 Center Avenue, Sheboygan, Wisconsin, during business hours.

TAKE FURTHER NOTICE THAT THE ELECTORS OF THE CITY OF SHEBOYGAN MAY PETITION FOR A REFERENDUM ON THE QUESTION OF THE BOND ISSUE. Unless within thirty (30) days from the date of the publication of this Notice a petition signed by not less than five percent (5%) of the registered electors of the City of Sheboygan is filed with the City Clerk requesting a referendum on the

question of the issuance of the Bonds, the Issuer will issue the Bonds without submitting the proposition for the electors' approval. If such petition is filed as aforesaid, then the Bonds shall not be issued until approved by a majority of the electors of the City of Sheboygan voting thereon at a general or special election.

Susan Richards, City Clerk
City of Sheboygan, Wisconsin

VIII

R. C. No._____ - 14 - 15. By FINANCE. July 21, 2014.

Your Committee to whom was referred Res. No. 35-14-15 by Alderperson Hammond authorizing a transfer of appropriations in the 2014 Budget (establish appropriation for Information Technology servers); recommends that the Resolution be passed.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

8.6

Res. No. 35 - 14 - 15. By Alderperson Hammond. July 7, 2014.

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:

Establishing appropriation for Information Technology servers:

FROM	TO	AMOUNT
Information Technology Fund Unreserved Retained Earnings 707-272000	Information Technology Fund IT Equipment 70717100-642200	$37,674

Finance approve

DHA

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 FINANCE. July 21, 2014.

Your Committee to whom was referred Res. No. 36-14-15 by Alderperson Hammond authorizing a transfer of appropriations in the 2014 Budget (establish revenue and appropriation for 2014 Community Development Block Grant Entitlement Program); recommends that the Resolution be passed.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

XIII

III

Other Matters

8.7

Res No. 36 - 14 - 15. By Alderperson Hammond. July 7, 2014.

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:

Establishing 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 NSRA No. 1 Officers 21496100-540100	$30,000
	Family Connections 21498100-590100	$1,560
	Partners for Community Development 21498100-590100	$17,500
	Habitat for Humanity 21498100-590100	$5,850
	Shoreline Metro 21493200-590100	$42,493
	Sheboygan County Interfaith 21498100-590100-10268	$3,900
	Safe Harbor 21498100-590100	$6,000
	Tee Box Inc 21498100-590100	$2,800
	Mental Health Association 21498100-590100	$1,950
	Sheboygan Housing Assistance Center 21498100-590100	$25,637
	Lakeshore CAP 21498100-590100	$15,592

Finance approve

III

Lakeshore Community Health Center 21498100-590100	$3,900
Family Service Association 21498100-590100	$6,240
Administration 21498100-521500-10400	$164,605
Street Improvements 21461100-631100	$350,000
Neighborhood Improvements/Hist Preservatio 21461100-631100	$145,000

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

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 Hammond. July 21, 2014.

AN ORDINANCE granting Sheboygan County YMCA, its successors and assigns, the privilege of encroaching upon described portions of Broughton Dr. located at 812 Broughton Dr. in the City of Sheboygan for the purpose of creating a safe drop off concrete area for cars and busses on the northeast corner of Broughton Dr.

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

Section 1. Subject to the terms and conditions contained herein, Sheboygan County YMCA, its successors and assigns, is hereby granted the privilege of encroaching on Broughton Dr.,

THAT PART OF THE RIGHT OF WAY FOR BROUGHTON DRIVE SOUTH OF WASHINGTON COURT, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 23 OF THE ELLIS ADDITION PLAT ALSO BEING THE INTERSECTION OF THE WEST RIGHT OF WAY FOR BROUGHTON DRIVE AND THE SOUTH RIGHT OF WAY FOR WASHINGTON COURT, THENCE S.12°51'15"E. ALONG THE WEST RIGHT OF WAY FOR BROUGHTON DRIVE 62.73 FEET, THENCE N.77°07'05"E. 12.30 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N.77°07'05"E. 8.96 FEET, THENCE SOUTHEASTERLY 60.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 442.87 FEET AND A CHORD BEARING S.9°41'15"E. 60.31 FEET, THENCE S.81°53'41"W. 8.03 FEET, THENCE N.10°34'00"W. 59.67 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 540 SQUARE FEET.

for the purpose of creating and maintaining a concrete drop off area for cars and busses on the northeast corner of Broughton Dr., in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Sheboygan County YMCA, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Sheboygan County YMCA, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Sheboygan County YMCA, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

City Plan

A

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

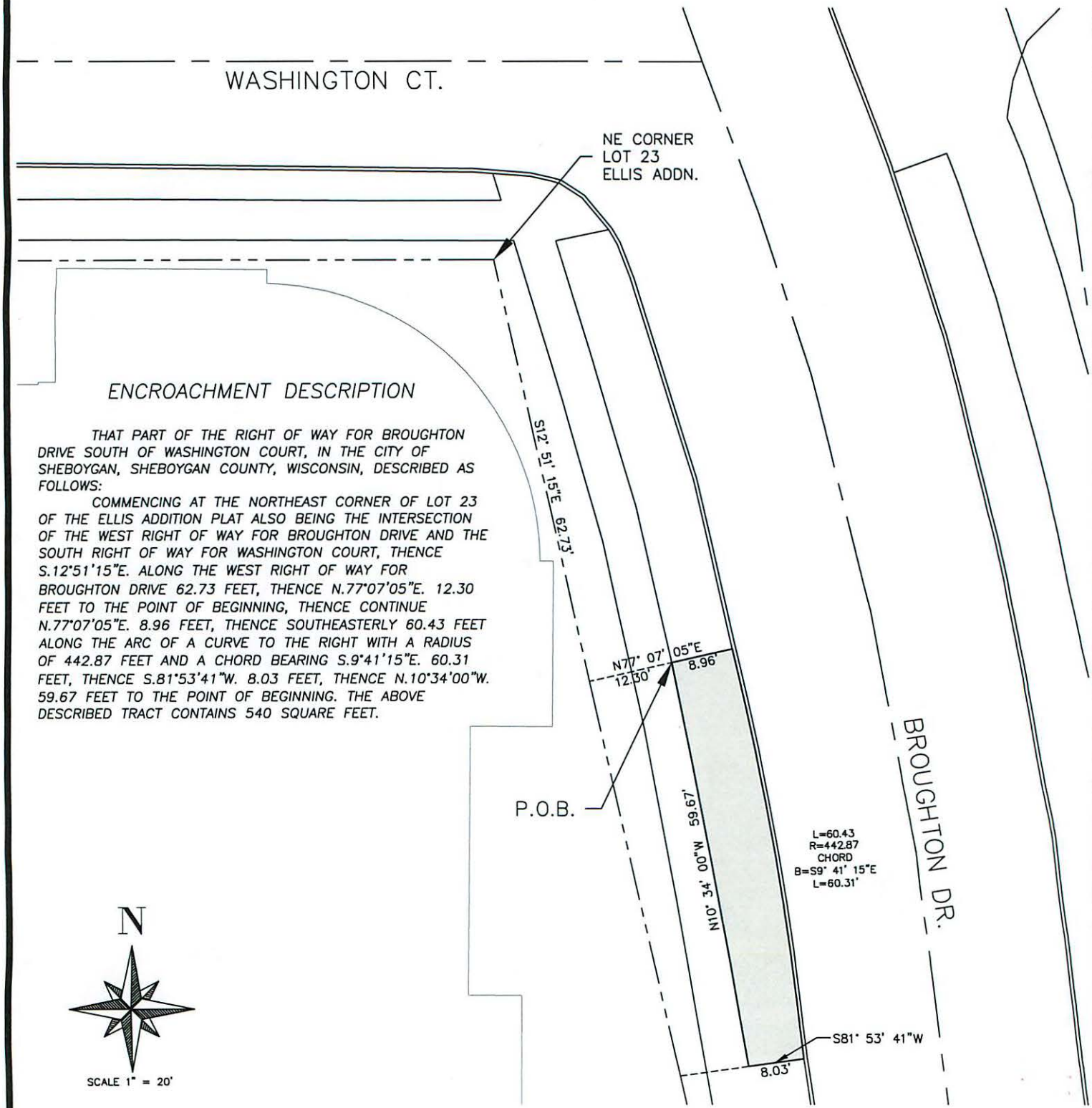
_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ENCROACHMENT DESCRIPTION
FOR PEDESTRIAN DROPOFF/PICKUP SITE
AT 812 BROUGHTON DRIVE
SHEBOYGAN YMCA



ENCROACHMENT DESCRIPTION

THAT PART OF THE RIGHT OF WAY FOR BROUGHTON DRIVE SOUTH OF WASHINGTON COURT, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 23 OF THE ELLIS ADDITION PLAT ALSO BEING THE INTERSECTION OF THE WEST RIGHT OF WAY FOR BROUGHTON DRIVE AND THE SOUTH RIGHT OF WAY FOR WASHINGTON COURT, THENCE S.12°51'15"E. ALONG THE WEST RIGHT OF WAY FOR BROUGHTON DRIVE 62.73 FEET, THENCE N.77°07'05"E. 12.30 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N.77°07'05"E. 8.96 FEET, THENCE SOUTHEASTERLY 60.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 442.87 FEET AND A CHORD BEARING S.9°41'15"E. 60.31 FEET, THENCE S.81°53'41"W. 8.03 FEET, THENCE N.10°34'00"W. 59.67 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 540 SQUARE FEET.

City of Sheboygan
spirit on the lake

CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 6\30\2014

X

Gen. Ord. No. _____ - 14 - 15. By Alderperson Dassler. July 21, 2014.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to as to delete the current Part-Time Clerk Lifeguard/Fitness Coordinator and create the job descriptions of Part-Time Fitness Coordinator and a Part-Time Water Aerobics Instructor in the Senior Activity Center for the City of Sheboygan.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 10. Senior Activity Center as follows:

A. CITY HALL DEPARTMENTS

10. SENIOR ACTIVITY CENTER

DELETE:

	Job Code	Class Grade	NO. of Employees
Part-Time Clerk Lifeguard/Fitness Coordinator	B01180A	2	1.0

ADD:

Part-Time Fitness Coordinator (25 hours per week)		2	1.0
Part-Time Water Aerobics Instructor (3 hours per week		2	1.0

Section 2. The new job descriptions for the Part-Time Fitness Coordinator and Part-Time Water Aerobics Instructor are attached, and copies of which shall be on file in the offices of the City Clerk, City Finance Department and Human Resources Department.

5&6.

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

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

CITY OF SHEBOYGAN

Job Title: Fitness Coordinator
Grade: 2

Reports To: Supervisor	**Department: Senior Activity Center**
Classification: Non-Exempt	**Division: Non-Represented**
Updated: July 21, 2014	**Approved:**

POSITION SUMMARY: The Fitness Coordinator develops and administers a comprehensive fitness and exercise program to meet the needs, interests and capabilities of people 55 and older. The position prepares and teaches events for older adults, performs basic record keeping and data collection and works with public relations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Establish, plan, promote, coordinate and teach a wide range of fitness and exercise classes for both beginners and experienced participants.
2. Survey users of the Senior Activity Center to establish their personal health and wellness goals.
3. Develop and facilitate programs to meet identified needs and goals.
4. Assist as needed for special events and other classes as part of the staff team.
5. Ensure the availability of space for scheduled events and prepare the spaces with all necessary furniture and supplies.
6. Serve as an effective member of the Activity Center team to promote a non-discriminatory, pleasant environment for both staff and clients.
7. Performs demonstrations and teaches classes to groups in the community, outside the Senior Activity Center location.
8. Greet all individuals tactfully and courteously, both in person and on the phone.
9. Manage event calendars, make travel arrangements, schedule activities and maintain accurate records of all events.
10. Maintain supplies and equipment for fitness and exercise programs.
11. Perform other work-related duties as assigned, respond to requests for information in a timely and accurate manner.

SUPERVISORY RESPONSIBILITIES: N/A

QUALIFICATION REQUIREMENTS:

1. The knowledge and ability to teach or schedule teachers of a wide variety of fitness and exercise classes.
2. Experience in physical fitness programs, dance etc and ability to teach and perform.
3. The knowledge and ability to coordinate and manage promotional activities pertaining to senior programming and recreational programs.
4. PC literacy including working knowledge of software including: Internet Explorer, Microsoft Word and Microsoft Publisher.
5. Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative.
6. Ability to work closely with the Supervisor and Senior Activity Center personnel in planning and implementing a variety of programs.
7. Ability to work independently in a fast-paced environment with frequent interruptions.
8. Possession of a valid Wisconsin Vehicle Operators License and insured automobile for use on the job.

EDUCATION and/or EXPERIENCE:
High school diploma or a GED Certificate recognized by the WI department of Public Instruction.

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

LANGUAGE SKILLS:

1. Ability to communicate effectively, verbally and in writing, to other city departments, the business community, other staff, volunteers and a diverse range of clients.
2. Ability to prepare press releases, other advertisements, maintain and publish event calendars, activity sheets and newsletters as needed.

MATHEMATICAL SKILLS:

1. Ability to provide basic bookkeeping functions efficiently.

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk.

The employee must regularly lift and/or move up to 10 pounds.

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

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

CITY OF SHEBOYGAN

Part-Time Water Aerobics Instructor
Grade 2

Reports to: Supervisor	**Department: Senior Activity Center**
Classification: Non-Exempt	**Division: Non-represented**
Date: July 21, 2014	**Approved:**

POSITION SUMMARY: Under the direction of the Senior Activity Center Supervisor, prepares and teaches water aerobics.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Lifeguarding.
2. Conducts water aerobics class.
3. Greet all individuals tactfully and courteously, both in person and on the phone.
4. Perform other work-related duties as assigned, respond to requests for information in a timely and accurate manner.

SUPERVISORY RESPONSIBILITIES: N/A

QUALIFICATION REQUIREMENTS:

1. Must be certified in Lifeguard Training, CPR for the Professional Rescuer, and Standard First Aid.
2. Experience in water exercise and water aerobics.
3. Need to relate well to people in general and have an outgoing personality.
4. Have a positive attitude and be in good physical condition.
5. Possession of a valid Wisconsin Motor Vehicle Operators License and an insured automobile for use on the job.

EDUCATION and/or EXPERIENCE:
High school diploma or a GED Certificate recognized by the WI department of Public Instruction.

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

LANGUAGE SKILLS:
Ability to communicate effectively, verbally and in writing, to other city departments, the business community, other staff, volunteers and a diverse range of clients.

MATHEMATICAL SKILLS:
Ability to provide basic bookkeeping functions efficiently.

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk.

The employee must regularly lift and/or move up to 10 pounds.

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

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

I

Other Matters

7.1

Com. No. ____ - 14 - 15. July 21, 2014.

Submitting a concern from Bill Dreps regarding his concerns with traffic, safety and parking issues at King Park as well as the noise pollution due to "Food Truck Friday." (Voicemail)

Presented to the Common Council by Alderperson _____.
Carlson

PP&S.

II

Other Matters

7.2

R. O. No. - 14 - 15. By CHIEF OF POLICE. July 21, 2014.

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 April 1, 2014 and ending June 30, 2014.

Part I Crimes	April		May		June		2014 TOTAL 2nd QTR Actual Offenses	2013 TOTAL 2nd QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	0	0	0	1	3	2	3	6
Robbery	1	1	0	0	0	0	1	3
Aggravated Assault	12	10	9	7	16	17	37	25
Burglary	11	1	18	2	13	3	42	49
Theft	97	59	89	34	86	30	272	257
Vehicle Theft	2	1	3	1	1	1	6	9
Arson	0	0	2	1	0	0	2	0
Total Part I Crimes	**123**	**72**	**121**	**46**	**119**	**53**	**363**	**349**
Total Current *Actual Offenses*		**363**	Total Current *Cleared*			**171**		
Same Quarter Last Year		**349**	Same Quarter Last Year			**138**		

PPB

Traffic Arrests	
April	145
May	234
June	173
Current Quarter	552
Same Quarter Last Year	735

Other Arrests	
April	404
May	470
June	450
Current Quarter	1324
Same Quarter Last Year	1358

Accidents Investigations	
Current Quarter	369
Same Quarter Last Year	418

Total Arrests	
Current Quarter	1876
Same Quarter Last Year	2093

Property	April	May	June	Current Quarter	Same Quarter Last Year
Value Property Stolen	59,744	47,953	283,694	391,391	182857
Value Property Recovered	6,724	4,142	5,064	15,930	46471
Percent Recovered	11%	9%	2%	4%	25

Chief of Police, Christopher D. Domagalski

II

Other Matters 7.3

R. O. No. ____ - 14 - 15. By BUILDING INSPECTION. July 21, 2014.

Submitting Building Inspection Reports for the months of March, April, May and June, 2014.

PP&B.

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
MARCH 2014

PREPARED BY: T. HERMANN

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	$3,460.00	$3,395.00
Building Permits	$20,754.00	$21,300.00
Projecting Sign Fees	$25.00	$2,950.00
Electrical Permit Fees	$3,920.00	$8,980.00
Heating Permit Fees	$2,895.00	$4,815.00
Sales Tax	$6.00	$1.89
Plumbing Permit Fees	$1,192.00	$2,240.00
Sewer Permit Fees		
Occupancy Permit Fees	$450.00	$1,500.00
Board of Appeals		$250.00
Misc. General Revenue	$121.67	$38.02
Plan Examining Fees	$1,400.00	$800.00
Code Books		
State Stamps		
Rooming House Permits		
Erosion Control Fees		
Penalty Fees		$325.00
Cash Over, Short or Refund	($1,000.00)	
Contractors Escrow	$240.00	($1,355.00)
Weights & Measure License	$95.00	$40.00
Clearwater Inspection Fees	$2,440.00	$2,440.00
GRAND TOTALS OF THE ABOVE:	**$35,998.67**	**$47,719.91**

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports	1	1	$ 10,000.00	$ 18,000.00	$ 234.00	$ 250.00
New Commercial						
New Misc - Non Residential	1		$ 9,374.00		$ 100.00	
Storage Bldgs - Residential						
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	59	63	$ 367,893.00	$ 448,390.00	$ 4,300.00	$ 5,020.00
Alterations & Add'ns - Commercial	11	16	$ 1,411,032.00	$ 2,349,255.00	$ 14,170.00	$ 15,070.00
Wrecking	1		$ 10,756.00		$ 100.00	
Moving						
Signs	14	6	$ 146,180.00	$ 32,855.00	$ 1,650.00	$ 750.00
Fences/Pools/Decks/Driveways		4		$ 13,417.00		$ 210.00
Tanks						
Miscellaneous	1				$ 200.00	
TOTALS	**88**	**90**	**$ 1,955,235.00**	**$ 2,861,917.00**	**$ 20,754.00**	**$ 21,300.00**
PERMIT TYPES						
Electrical	17	34	$ 142,200.00	$ 324,697.00	$ 3,920.00	$ 8,980.00
Heating	27	37	$ 176,636.00	$ 282,335.00	$ 2,895.00	$ 4,815.00
Plumbing	19	29			$ 1,192.00	$ 2,240.00
Sewer						
TOTALS	63	100	$ 318,836.00	$ 607,032.00	$ 8,007.00	$ 16,035.00
GRAND TOTALS OF THE ABOVE:	**151**	**190**	**$2,274,071.00**	**$3,468,949.00**	**$28,761.00**	**$37,335.00**

BUILDING INSPECTION DEPT REPORT FOR MARCH 2014 PREPARED BY : T. HERMANN.

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
APRIL 2014

PREPARED BY: T. HERMANN

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	$2,955.00	$2,970.00
Building Permits	$14,711.70	$93,707.00
Projecting Sign Fees	$4,875.00	$1,425.00
Electrical Permit Fees	$6,040.00	$6,995.00
Heating Permit Fees	$8,420.00	$22,705.00
Sales Tax	$7.80	$6.91
Plumbing Permit Fees	$1,632.00	$4,610.00
Sewer Permit Fees		$5,000.00
Occupancy Permit Fees	$450.00	$2,100.00
Board of Appeals	$1,750.00	$500.00
Misc. General Revenue	$275.16	$146.75
Plan Examining Fees	$1,900.00	$1,850.00
Code Books		
State Stamps		$80.00
Rooming House Permits		
Erosion Control Fees		$200.00
Penalty Fees	$1,645.00	$300.00
Cash Over, Short or Refund	($375.00)	($100.00)
Contractors Escrow	$1,023.00	$7,650.00
Weights & Measure License		
Clearwater Inspection Fees	$3,320.00	$2,600.00
GRAND TOTALS OF THE ABOVE:	**$48,629.66**	**$152,745.66**

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence		2		$ 195,000.00		$ 800.00
Two-Family Residence						
Condominium						
Garages, Carports	3	3	$ 39,200.00	$ 11,022,700.00	$ 415.20	$ 72,894.80
New Commercial		2		$ 5,160,000.00		$ 896.00
New Misc - Non Residential						
Storage Bldgs - Residential	3	2	$ 14,800.00	$ 3,000.00	$ 388.00	$ 100.00
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	125	116	$ 871,414.00	$ 741,269.00	$ 8,630.50	$ 8,371.20
Alterations & Add'ns - Commercial	8	15	$ 243,355.00	$ 1,184,728.00	$ 2,520.00	$ 8,620.00
Wrecking		1		$ 500.00		$ 50.00
Moving						
Signs	5	8	$ 52,038.00	$ 45,009.20	$ 1,283.00	$ 800.00
Fences/Pools/Decks/Driveways	25	22	$ 92,409.00	$ 40,400.00	$ 1,425.00	$ 1,015.00
Tanks						
Miscellaneous	1	2			$ 50.00	$ 160.00
TOTALS	**170**	**173**	**$ 1,313,216.00**	**$ 18,392,606.20**	**$ 14,711.70**	**$ 93,707.00**
PERMIT TYPES						
Electrical	33	27	$ 203,026.00	$ 261,786.00	$ 6,040.00	$ 6,995.00
Heating	45	47	$ 441,859.00	$ 1,177,783.00	$ 8,420.00	$ 22,705.00
Plumbing	29	26			$ 1,632.00	$ 4,610.00
Sewer		3				$ 5,000.00
TOTALS	107	103	$ 644,885.00	$ 1,439,569.00	$ 16,092.00	$ 39,310.00
GRAND TOTALS OF THE ABOVE:	**277**	**276**	**$1,958,101.00**	**$19,832,175.20**	**$30,803.70**	**$133,017.00**

BUILDING INSPECTION DEPT REPORT FOR APRIL 2014 PREPARED BY : T. HERMANN.

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
MAY 2014

PREPARED BY: T. HERMANN

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	$4,525.00	$4,240.00
Building Permits	$32,746.24	$39,550.84
Projecting Sign Fees	$850.00	$600.00
Electrical Permit Fees	$7,395.00	$69,085.00
Heating Permit Fees	$3,285.00	$10,775.00
Sales Tax	$18.89	$15.61
Plumbing Permit Fees	$2,104.00	$2,330.00
Sewer Permit Fees		
Occupancy Permit Fees	$750.00	$750.00
Board of Appeals	$250.00	$250.00
Misc. General Revenue	$409.85	$313.94
Plan Examining Fees	$1,400.00	$800.00
Code Books		
State Stamps		
Rooming House Permits		
Erosion Control Fees		
Penalty Fees	$985.00	$345.00
Cash Over, Short or Refund	($80.00)	
Contractors Escrow	($3,507.40)	($5,995.00)
Weights & Measure License	$80.00	
Clearwater Inspection Fees	$3,160.00	$2,680.00
GRAND TOTALS OF THE ABOVE:	**$54,371.58**	**$125,740.39**

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports	3	2	$ 47,500.00	$ 28,400.00	$ 785.10	$ 398.40
New Commercial	2	2	$ 1,844,200.00	$ 3,450,000.00	$ 2,894.40	$ 4,312.50
New Misc - Non Residential						
Storage Bldgs - Residential	3	8	$ 25,500.00	$ 25,400.00	$ 306.40	$ 518.80
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	193	145	$ 1,010,107.17	$ 40,934,657.00	$ 12,969.40	$ 10,433.00
Alterations & Add'ns - Commercial	12	23	$ 1,116,733.99	$ 4,854,387.00	$ 11,021.40	$ 20,011.40
Wrecking	5	2	$ 30,706.00	$ 8,000.00	$ 583.04	$ 226.74
Moving						
Signs	8	8	$ 34,237.00	$ 162,530.00	$ 1,001.50	$ 1,030.00
Fences/Pools/Decks/Driveways	64	56	$ 128,088.50	$ 138,737.50	$ 2,625.00	$ 2,490.00
Tanks						
Miscellaneous	5	2		$ 8,000.00	$ 560.00	$ 130.00
TOTALS	**295**	**248**	**$ 4,237,072.66**	**$ 49,610,111.50**	**$ 32,746.24**	**$ 39,550.84**
PERMIT TYPES						
Electrical	48	40	$ 207,425.00	$ 3,341,192.00	$ 7,395.00	$ 69,085.00
Heating	32	33	$ 178,922.00	$ 591,079.13	$ 3,285.00	$ 10,775.00
Plumbing	34	19			$ 2,104.00	$ 2,330.00
Sewer						
TOTALS	114	92	$ 386,347.00	$ 3,932,271.13	$ 12,784.00	$ 82,190.00
GRAND TOTALS OF THE ABOVE:	**409**	**340**	**$4,623,419.66**	**$53,542,382.63**	**$45,530.24**	**$121,740.84**

BUILDING INSPECTION DEPT REPORT FOR MAY 2014 PREPARED BY : T. HERMANN.

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
JUNE 2014

PREPARED BY: T. HERMANN

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	$1,960.00	$1,885.00
Building Permits	$25,753.18	$32,464.04
Projecting Sign Fees	$800.00	$1,225.00
Electrical Permit Fees	$4,980.00	$3,855.00
Heating Permit Fees	$3,390.00	$26,467.00
Sales Tax	$19.70	$20.48
Plumbing Permit Fees	$3,120.00	$2,880.00
Sewer Permit Fees	$3,500.00	$2,500.00
Occupancy Permit Fees	$750.00	$2,000.00
Board of Appeals	$750.00	$1,250.00
Misc. General Revenue	$415.02	$412.07
Plan Examining Fees	$900.00	$500.00
Code Books		
State Stamps		
Rooming House Permits		
Erosion Control Fees		
Penalty Fees	$955.00	$290.00
Cash Over, Short or Refund	($220.00)	($19.00)
Contractors Escrow	$4,392.30	$373.14
Weights & Measure License	$280.00	
Clearwater Inspection Fees	$2,360.00	$2,120.00
GRAND TOTALS OF THE ABOVE:	**$54,105.20**	**$78,222.73**

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports	3	7	$ 23,000.00	$ 115,620.00	$ 547.20	$ 1,401.00
New Commercial	1		$ 490,000.00		$ 1,413.60	
New Misc - Non Residential						
Storage Bldgs - Residential	5	3	$ 20,800.00	$ 4,500.00	$ 344.00	$ 160.00
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	186	146	$ 1,004,311.00	$ 808,813.00	$ 12,253.80	$ 9,624.20
Alterations & Add'ns - Commercial	20	17	$ 766,401.60	$ 2,031,528.00	$ 7,730.00	$ 17,220.00
Wrecking	6	1	$ 19,500.00	$ 7,900.00	$ 682.08	$ 147.84
Moving						
Signs	7	10	$ 8,332.00	$ 44,839.30	$ 462.50	$ 1,721.00
Fences/Pools/Decks/Driveways	49	47	$ 209,930.00	$ 114,555.00	$ 2,260.00	$ 2,190.00
Tanks						
Miscellaneous	1				$ 60.00	
TOTALS	**278**	**231**	**$ 2,542,274.60**	**$ 3,127,755.30**	**$ 25,753.18**	**$ 32,464.04**
PERMIT TYPES						
Electrical	37	25	$ 122,396.00	$ 118,660.00	$ 4,980.00	$ 3,855.00
Heating	39	46	$ 232,721.11	$ 1,336,473.06	$ 3,390.00	$ 26,467.00
Plumbing	43	28			$ 3,120.00	$ 2,880.00
Sewer	3	2			$ 3,500.00	$ 2,500.00
TOTALS	122	101	$ 355,117.11	$ 1,455,133.06	$ 14,990.00	$ 35,702.00
GRAND TOTALS OF THE ABOVE:	**400**	**332**	**$2,897,391.71**	**$4,582,888.36**	**$40,743.18**	**$68,166.04**

BUILDING INSPECTION DEPT REPORT FOR JUNE 2014 PREPARED BY : T. HERMANN.

III

Other Matters

7.4

Res. No. _____ - 14 - 15. By Alderperson Hammond. July 21, 2014.

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:

Establishing estimated revenue and appropriation for Wisconsin Department of Public Instruction grant for Library Services:

FROM	TO	AMOUNT
Mead Library Fund LSTA Grant 25551100-431722	Mead Library Fund Children's Books 25551110-538003-10095	$6,500

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

III

Other Matters

7.5

Res. No. ____ - 14 - 15. By Alderperson Belanger. July 21, 2014.

A RESOLUTION authorizing the sale of City-owned property formerly known 1020 and 1022 Erie Avenue.

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

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

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

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

City 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

Other Matters

7.6

Res. No. ____ - 14 - 15. By Alderperson Hammond. July 21, 2014.

A RESOLUTION authorizing the submittal of a grant application to the WI Department of Natural Resources Boating and Fishing State and Federal programs for funding to complete a feasibility study on wave attenuation options in the Harbor Centre Marina.

WHEREAS, the City of Sheboygan hereby requests assistance for the purpose of:

> Preparation of a feasibility/design study to explore options and costs associated with installing a wave attenuation mechanism in the Harbor Centre Marina to minimize yearly dock damage.

WHEREAS, that upon award of a grant to fund the study, the City of Sheboygan will provide the necessary match allocation to complete the study and;

HEREBY AUTHORIZES, the Mayor and City Clerk to act on behalf of the City of Sheboygan to:

- Submit an application to the Department of Natural Resources for financial assistance;
- Sign documents; and
- Take necessary action to undertake, direct, and complete the approved project.

BE IT FURTHER RESOLVED; that the City of Sheboygan will comply with state and federal rules for the programs; may perform force account work, will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval from the Wisconsin Department of Natural Resources before any change is made in the use of the project site.

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

Other Matters

7.7

Res. No. ____ - 14 - 15. By Alderpersons Heidemann, Bohren, Belanger, Thiel and Van Akkeren. July 21, 2012.

A RESOLUTION, being a Relocation Order of the City of Sheboygan, Sheboygan County, Wisconsin.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN, for its Relocation Order, hereby resolves as follows:

1. That this Resolution is a Relocation Order in accordance with Subsection 32.05(1), Wisconsin Statutes, for the purpose of the within-described public improvement project, and it is also a determination of necessity for that project in accordance with Subsection 32.07(2), Wisconsin Statutes.

2. That the City of Sheboygan hereby determines that it is necessary and a public purpose to construct sidewalks at various locations in the City of Sheboygan, Wisconsin.

3. That said sidewalk construction will be built within the area designated in State of Wisconsin Department of Transportation Project Plat No. 4996-01-54 (Sidewalk Gap Improvements Project Plat) and as set forth in the scale drawings of proposed sidewalk construction which is annexed to this Relocation Order as Transportation Project Plat No. 4996-01-54 and which is incorporated herein.

4. That the lands and interests required for this project are described in said Transportation Project Plat No. 4996-01-54.

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

Other Matters

7.

II

R. O. No. _____ - 14 - 15. By CITY CLERK. July 21, 2014.

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

Law & Lic

Susan Richards
City Clerk

CHANGE OF PREMISE

No.	Name	Address
2807	Knights of Columbus	833 Center Ave. - one-day event to be held 8/16/14 to include current premise and the Knights of Columbus parking lot.
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day event to be held 8/31/14 to include entire parking lot north & east of building.
1420	VFW Post #9156	552 S. Evans St. - one-day event to be held 9/20/14 to include current premise and the North, East and South side of the building.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0485	Brown, Jenna A.	1016 Bluff Ave.
0466	Chang, Phoua	3621 Sheridan Ave., #G4
7218	Derhammer, Praisleis	1734A N. 10th St.
0465	Dewitt, Curtis W.	1030 Clara Ave.
0478	Elzinga, Paul J.	222 S. Grant St., Howards Grove
4043	Greger, Amy L.	1427A N. 8th St.
0480	Heyman, Jaime J.	2722 Michigan Ave.
6806	Hoeft, Donald C.	510 Bluff Ave.
4542	Huenink, Jeffrey D.	138 Meadow Ridge Dr., Sheb. Falls
0486	Huibregtse, Katelin M.	N1909 Huibregtse Rd., Oostburg
3550	Jellish, James M.(Club)	N8160 Big Lake Ln., Sherwood
9818	Kittle, Michelle L.	2686 Georgia Ave.
6565	Kosik, Cynthia L.	2307 Hillshire Dr.
0476	Lawrenz, Randy G.	1008 Swift Ave.

II

8058	Lawton, Amanda L.	925	Michigan Ave.
1765	Loiselle, Timothy L.	2025	Folger Ct.
0484	Lucas, Alton S.	813	S. 17th St.
0481	Nenadal, Susan E.	3717	Larkspur Way
0370	Pinnow, Jeremy D.	508	N. 8th St.
0475	Reetz, Sandra R.	2208	S. 12th St.
0470	Roelse, Gabrielle R.	5321	Hidden Creek Dr.
2459	Rutherford, Pamela J.	W2111	Ourtown Rd., Sheb. Falls
7507	Spender, Jessica J.	713	Dillingham Ave.
0483	Strysick, Shannon N.	1508	Union Ave.
9014	Tagel, Jason A.	1435	Camelot Blvd.
0479	Tempas, Christine S.	131	Cherry St., Sheb. Falls
0477	Vue, Pa Kou	1415	N. 16th St.
0467	Wiltzius, Matthew P.	5923	Garden Grove Dr.

Other Matters

7.9

Gen. Ord. No. - 14 - 15. By Alderpersons Carlson and Belanger.
July 21, 2014.

AN ORDINANCE amending Subsection 26-262(a) and repealing and recreating Section 26-554 of the Municipal Code relating to fees for electrical and HVAC permits and inspections so as to reduce the fee per $1,000.00 estimated cost for projects of $1,000,000 or greater.

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

Section 1. Subsection 26-262(a) of the Sheboygan Municipal Code entitled "Fees" is hereby amended so as to provide as follows:

"Sec. 26-262. *Fees.*

. . .

(a) *Standard fee.*

(1) Up to $1,000.00 estimated cost of job $75.00

(2) Each additional $1,000.00 or fraction thereof up to $1,000,000 estimated cost of job $20.00

(3) Estimated cost of job $1,000,000 or larger, per $1,000.00 or fraction thereof .....$12.00"

Section 2. Section 26-554 of the Sheboygan Municipal Code entitled "Fees" is hereby repealed and recreated to read as follows:

"Sec. 26-554. *Fees.*

The fees for permits, registrations and inspections required by the provisions of this article shall be as follows:

(1) Up to $1,000.00 estimated cost of job $75.00

(2) Each additional $1,000.00 or fraction thereof up to $1,000,000 estimated cost of job $20.00

(3) Estimated cost of job $1,000,000 or larger, per $1,000.00 or fraction thereof $12.00

(4) Commercial plan review $200.00

(5) One- and two-family residence flat fee, each

Pub. Prot & Safety

A

unit $200.00

(6) Heating registrations .....$40.00"

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

VI

5.8

R. C. No. 360 - 13 - 14. By STRATEGIC FISCAL PLANNING. April 14, 2014.

Your Committee to whom was referred R. O. No. 298-13-14 by the City Clerk submitting a communication from Atty. Bohrofen on behalf of the Hayssen Family Foundation, Inc., demanding the reversion of real estate described in the attached legal description because of the breach of covenants contained on the deed dated August 20, 1987 from the Hayssen Family Foundation, Inc., to the City of Sheboygan; recommends that the document be referred to the Strategic Fiscal Planning Committee of the new Council.

Strategic
new C.C
ask S.M.

_____ _____

_____ _____

_____ _____

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. 298 - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a communication from Atty. Bohrofen on behalf of the Hayssen Family Foundation, Inc., demanding the reversion of real estate described in the attached legal description because of the breach of covenants contained on the deed dated August 20, 1987 from the Hayssen Family Foundation, Inc., to the City of Sheboygan.

Strategic
new.

Susan Richards
City Clerk

RohdeDales LLP
Attorneys and Counselors

February 19, 2014

VIA HAND DELIVERY

William P. Te Winkle
David O. Gass
K. Allan Voss
Anthony J. Resimius
R. T. Melzer
Richard L. Binder
Eldon L. Bohrofen
Michael J. Vowinkel
Beth A. Froelich
Ryan J. Zinkel
Stephanie E. Malis

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

Re: Hayssen Family Foundation, Inc.

Dear Ms. Richards:

Our law firm has been retained by the Hayssen Family Foundation, Inc. to demand the reversion of real estate described in the attached legal description because of the breach of covenants contained on the deed dated August 20, 1987 from the Hayssen Family Foundation, Inc. to the City of Sheboygan (a copy of which is also attached). The restrictive covenants breached include a requirement of no more than 15 acres to be utilized for non-industrial use of the property conveyed. The foundation has secured an appraisal from a commercial appraisal firm that verified most of the property has been leased for agricultural purposes for a number of years. In addition, there was a requirement for appropriate signage along public roadways identifying the property as the William A. Hayssen Industrial Park. On platting the property as the William A. Hayssen Industrial Park, and thereafter, the City was to maintain appropriate sign(s) identifying the property as the William A. Hayssen Industrial Park. There is currently no such signage which is also a breach of the covenants. In addition, the City was required to provide reasonable acceptable landscaping for an industrial park, another breach of covenant.

Upon communication with Steve McLean, City Attorney, I have been informed there are no plans for an industrial park on the property conveyed. Thus, the Foundation is seeking, as soon as possible, the reversion of the property to Hayssen Family Foundation, Inc. Please advise when we can have the necessary conveyance of the property to the Hayssen Family Foundation, Inc.

Sincerely yours,

Eldon L. Bohrofen

607 N. 8th St.
7th Floor
Sheboygan, WI
53081-4556

(920) 458-5501
(920) 458-5874 FAX
mail@rohdedales.com
www.rohdedales.com

ELB/gap
Enclosure
pc: Stephen G. McLean (via hand delivery)

DESCRIPTION EXHIBIT

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 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-eights of the West one-half of the Northeast Quarter (E 3/8 W 1/2 NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Town of Sheboygan, Sheboygan County, Wisconsin, 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 NE¼ said Section 6, a distance of 1344.21 feet to the Northeast corner of the NW¼ NE¼ said Section 6, also being the point of beginning; thence from said point of beginning, continuing South 89°56'19" W. along the North line of the NE¼ said Section 6, a distance of 243.05 feet; thence South 00°56'25" W. a distance 889.40 feet to a one inch iron 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 NW¼ NE¼ said Section 6; thence North 00°30'12" W. along the E. line of the NW ¼ NE ¼ 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.

EXCEPTING THEREFROM the lands conveyed to SHEBOYGAN COUNTY, a municipal corporation, by the following:

DEED BY CORPORATION recorded in Volume 1385 of Records on page 592 as Document Number 1424068 (CTH "Y" right of way in NE¼ & SE¼ of NE¼); and
DEED BY CORPORATION recorded in Volume 1385 of Records on pages 593-594 as Document Number 1424069 (Wetland area in SE¼ NE¼)

DOCUMENT NO. 1158599

STATE BAR OF WISCONSIN FORM 3 — 1982
QUIT CLAIM DEED

VOL 1062 PAGE 936
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 24th day of Sept. A.D. 19 87 at 4:22 o'clock PM., and Recorded in Vol. 1062 of Records on page 936/7
Darlene J Navis
Register

RETURN TO
CITY ATTORNEY'S OFFICE

'87 SEP 24 PM 4 22

HAYSSEN FAMILY FOUNDATION, INC., a Wisconsin Corporation

quit-claims to CITY OF SHEBOYGAN, WISCONSIN, a Municipal Corporation

the following described real estate in Sheboygan County, State of Wisconsin:

FEE
77.25(2)(3)
EXEMPT

Tax Parcel No: .....

The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) 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 (SE¼) of the Northeast Quarter (NE¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin.

-ALSO-

555 W 24 PM 2426 E00006.00

The East three-eighths of the West one-half of the Northeast Quarter (E 3/8 W½ NE¼) 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 NE¼ said Section 6, a distance of 1344.21 feet to the Northeast corner of the NW¼ NE¼ 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 NE¼ 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

(Over)

This is not homestead property.
(is not)

Dated this 20th day of August, 19.87

HAYSSEN FAMILY FOUNDATION, INC.

Daniel A. Merkel (SEAL)
Daniel A. Merkel, Secretary

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) .....

authenticated this .....day of....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
CHASE, OLSEN, KLOET & GUNDERSON
By: Alvin R. Kloet

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN } ss.
Sheboygan County.

Personally came before me this 20th day of August, 19 87 the above named Daniel A. Merkel, Secretary of Hayssen Family Foundation, Inc.

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jill E. Ludens
Jill E. Ludens

Notary Public Sheboygan County, Wis.
My Commission is permanent. (If not, state expiration date: April 29, 19 90.)

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 NW¼ NE¼ said Section 6, thence North 0°30'12" W. along the E. line of the NW¼ NE¼ 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.

RESTRICTIVE COVENANTS

1. The property conveyed herein as a gift to the City of Sheboygan shall be used by the City of Sheboygan as an industrial park, with no more than 15 acres being utilized for non-industrial use.

2. When the described real estate or any part of it is platted, the plat shall be identified as the William A. Hayssen Industrial Park.

3. Upon acceptance of this Deed, the City of Sheboygan shall identify the property by erecting appropriate sign(s) along public roadways identifying the property as the proposed William A. Hayssen Industrial Park. On platting of the property as the William A. Hayssen Industrial Park, and thereafter, the City shall maintain appropriate sign(s) so identifying the property as the William A. Hayssen Industrial Park.

4. The grantee, as to the real estate as a whole or any part thereof not conveyed to third parties, shall maintain reasonable acceptable landscaping for an Industrial Park.

The above referenced covenants shall be binding upon the grantee herein, its successors and/or assigns. In the event the covenants or any one of them are breached, the real estate described herein shall revert to the grantor, its successors or assigns.

In the event any part of the real estate is conveyed for industrial use and is used as such for a period of one year from date of conveyance, as to that parcel this reversion provision shall terminate.