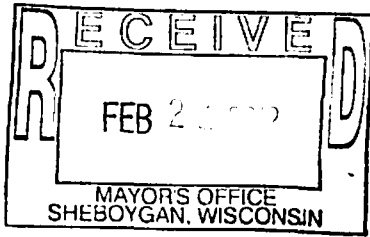


*****ATTACHMENTS*****



1.5

February 20, 2012

Jeffrey P. Goins
Senior Lecturer, Philosophy
One University Drive
Sheboygan, WI 53081

Mayor Bob Ryan
Sheboygan City Hall
828 Center Ave., Suite 301
Sheboygan, WI 53081

Mayor Ryan:

Please accept my resignation as the University of Wisconsin—Sheboygan representative on the Sustainable Sheboygan Task Force, effective immediately.

I am grateful for the opportunity to have served on this Mayor's task force for the last three years. It is worthwhile project, and I will continue to follow its progress.

Debbie Hammond
cc & file

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey P. Goins".

Jeffrey P. Goins

Sheboygan Police Department

2011 Annual Report

Serving the community for over 100 years...



Christopher D. Domagalski
CHIEF OF POLICE

1315 N. 23rd Street, Suite 101
Sheboygan, WI 53081
(920)459-3333

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OUR VISION: To be the safest community in America.

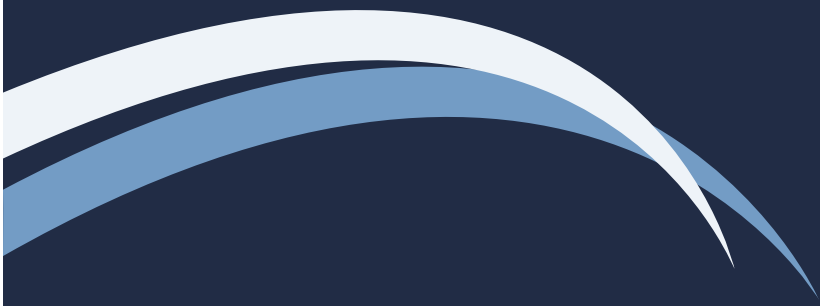
OUR MISSION is to be the model of excellence in policing by working in partnership with the community and others to:

FIGHT crime, the fear of crime and disorder;

ENFORCE laws while safeguarding the constitutional rights of all people;

PROVIDE quality service to all our residents and visitors; and

CREATE a work environment in which we recruit, train and develop an exceptional team of employees.



We, the men and women of the
Sheboygan Police Department, value:

PROFESSIONALISM

ACCOUNTABILITY

LEADERSHIP

COMPETENCE

TEAMWORK

INTEGRITY

Police & Fire Commission 2011-2012

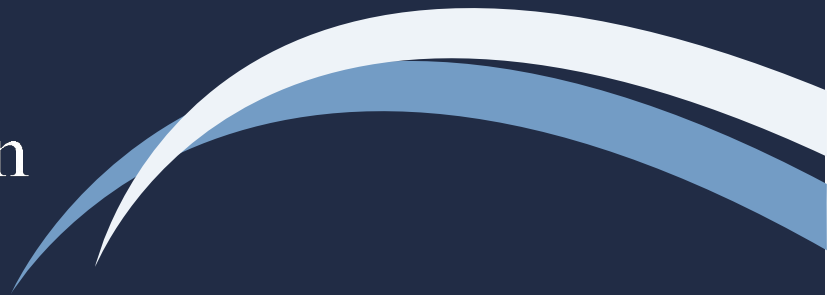


From left to right: Commissioner Henry Jung, Commissioner James Pragatz, President William Gottsacker, Secretary Andy Hopp, Commissioner John Webster

The Commission oversees all aspects of the Police Department and Fire Department operations. The Commission's functions also include establishing recruitment and testing standards for positions in the Police and Fire Departments, hearing appeals by members of either department who have been disciplined by their Chief, independently investigating and monitoring citizen complaints, and disciplining employees for misconduct. The members are appointed by the Mayor and approved by the Common Council.



City of
Sheboygan
spirit on the lake.



The Sheboygan Common Council and Mayor Bob Ryan

A Message from the Mayor

As the Mayor of the City of Sheboygan, I am honored to have our citizens served by the exemplary men and women of the Sheboygan Police Department. Under the guidance of our Chief of Police Chris Domagalski, we have realized a significant reduction in overall crime rates. This has been achieved despite challenging economic times as well as significant budgetary constraints. Chief Domagalski has transformed our police department into a community based, proactive organization that reaches out and responds to the needs of the citizens of Sheboygan.

As mayor, I am committed to continuing the close relationship between the Office of the Mayor, the Sheboygan Police Department and our citizens. The vision of the Sheboygan Police Department is for Sheboygan to be the safest community in America. I am committed to keeping our police department fully staffed and funded so that this vision can be achieved.

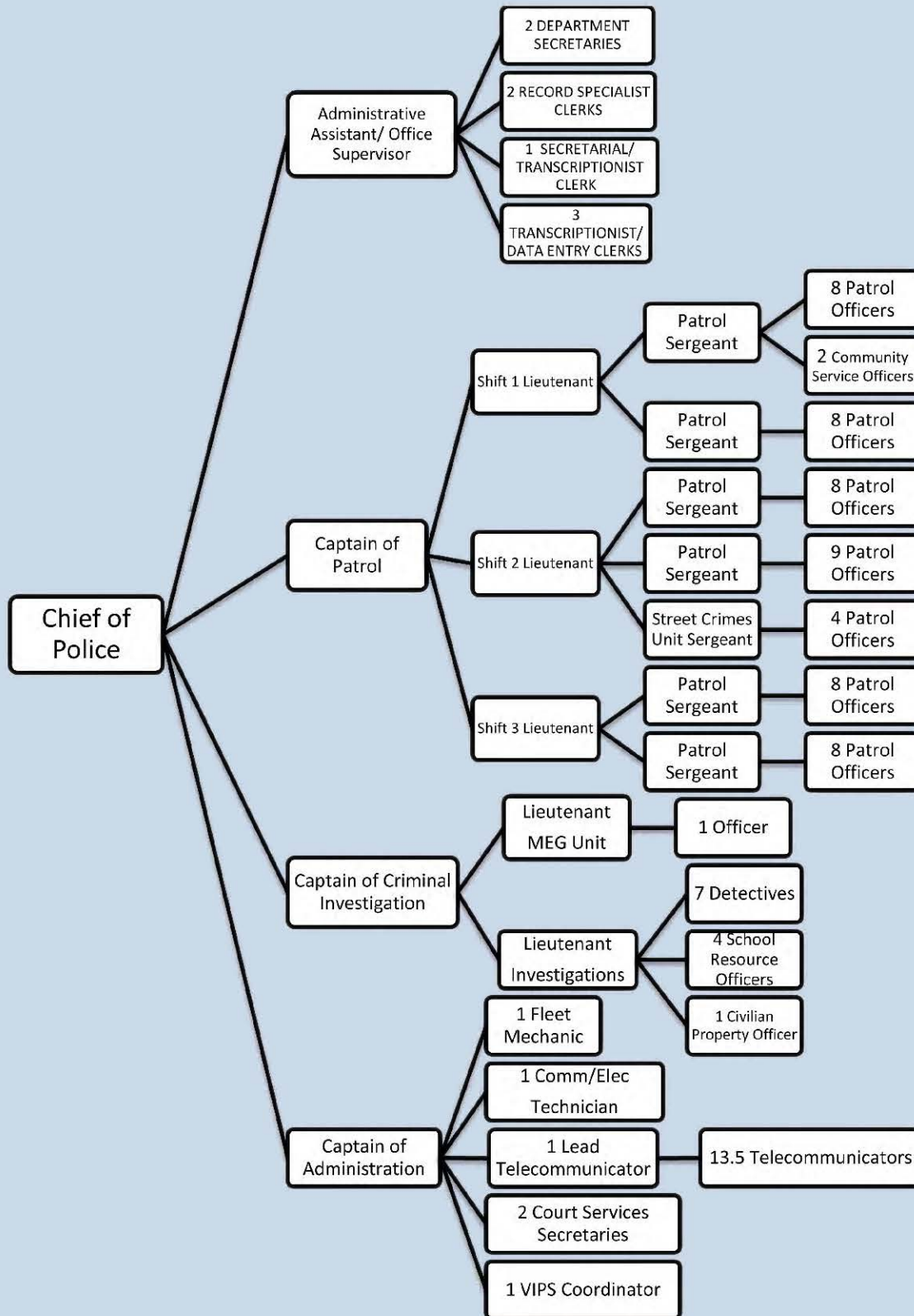
Bob Ryan

2011-2012 Alderpersons

District	Wards	Alderperson	Address	Phone
1	1 & 2	Roeseler, Cory	3620 N. 8th Street	452-5585
		Versey, Scott	119 Lincoln Avenue	803-1880
2	3 & 4	Matichek, Kevin	1114 N. 9th Street	254-1410
		Sampson, Kevin	1416 N. 10th Street	889-5623
3	5 & 6	Kath, Julie	1730 N. 35th Street	458-0075
		Kittelson, Jean	1716 Illinois Avenue	458-7119
4	7 & 8	Heidemann, Joseph	4819 S. 12th Street	254-4203
		Bohren, Jim	1526 Knoll Crest Drive	395-2230
5	9 & 10	Rindfleisch, Eric	2512C Cross Creek Dr.	377-0509
		Hammond, Don	4819 Ferndale Court	451-8992
6	11 & 12	Boeldt, Frederick	1315 S. 21st Street	458-1591
		Dekker, Jeremy	1444 S. 20th Street	207-4536
7	13 & 14	Van Akkeren, David		783-6011
		Hanna, Mark	2748 Lisa Avenue	451-9012
8	15 & 16	Carlson, Darryl	917 Bluff Avenue	452-3196
		Vander Weele, Jodi	1522 N. 15th Street	457-9146

Chief Administrative Officer James Amodeo

SPD Table of Organization



Chief Domagalski's Message



Welcome to the Sheboygan Police Department's 2011 annual report. Another year has gone by with many challenges met and accomplishments to recognize. In this report, you will read how we work each day to accomplish our mission to reduce crime, fear and disorder in Sheboygan's neighborhoods.

Despite the ongoing challenges of the economy in 2011, our city continues to recover, and our employees can take pride in their special contribution to building and maintaining our great city. The City of Sheboygan remains a special place with a remarkable quality of life.

The Sheboygan Police Department is committed to building the relationships with our residents that lead

to engaged citizens and vibrant neighborhoods. It is important to remember that creating safe neighborhoods is everyone's responsibility; the police cannot do it alone.

I want to thank all the special partners we have in our community: our business leaders, school officials, social service providers, neighborhood association members, volunteers, Citizens' Police Academy alumni, prosecuting attorneys, local clergy, probation and parole and our law enforcement partners. Special thanks also goes to our Mayor, council members, Police and Fire Commissioners and members of Sheboygan city government who have worked beside us this year; your dedication and support are sincerely appreciated.

Finally, to all the employees of the Sheboygan Police Department; you are a very special group of colleagues. This report offers just a small portion of the good work you do every day. I am proud of all we have accomplished in 2011, and look forward to working with you on the challenges that lie ahead.



CHRISTOPHER DOMAGALSKI
CHIEF OF POLICE

2011 Accomplishments

Redesigned our website to increase external communication.

Created and implemented a department newsletter to increase internal communication and team building.

Implemented a new Computer Aided Dispatch and Records Management System.

Completed implementation of Badger TraCS software.

Collaborated with other city departments to develop and deliver landlord training to the community.

Provided an updated code enforcement training to Police Department and city employees.

Created a monthly Retail Security Group meeting to better share intelligence and coordinate our efforts with our private sector partners.

Implemented the Repeat Offender Prevention Enforcement program with Probation and Parole, a collaborative effort to monitor high risk offenders and identify re-entry issues they may be experiencing.

Implemented a process for community notification when sex offenders request a residency waiver in the city.

Collaborated with the county to identify new office space for the Sheboygan County MEG Unit at a reduced cost.

Participated in more than 130 outreach events to build relationships with our community.

Facilitated 15 neighborhood meetings with residents from 43 neighborhoods to help officers more clearly identify neighborhood issues and develop plans of action.

Implemented the use of NEWPERS software to assist in identifying stolen property.

Established a Memorandum of Understanding with other law enforcement agencies from four counties to establish policy and procedures for the use of mutual aid for the investigative assistance of critical incidents.

Secured \$ 35,000 to carry out Data Driven Policing.

Secured \$ 35,000 to carry out targeted crime and accident prevention through seat belt enforcement.

Secured \$ 13,000 to replace the dive platform for the Sheboygan County Dive Team.

Partnered with the Sheboygan Fire Department to create a more effective protocol for the investigation of arsons.

Continued the implementation of a community based, neighborhood focused, preventative policing strategy that is problem oriented and encourages collaborative relationships. During 2011, the department shifted the responsibility for problem solving from the Community Policing Unit to the entire department.

2011 New Hires



Brent Vreeke

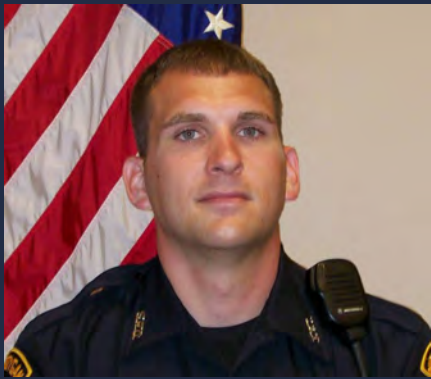


Dustin Fickett



Matthew Friedl

Officers Vreeke, Fickett and Friedl were sworn in on January 11th, 2011.



Bryan Knez



Thomas Aker



Ryan Walloch

Officers Knez, Aker and Walloch were sworn in on June 13th, 2011.



Officer Ballard was sworn in
on October 3rd, 2011.



John Ballard

Partnering with the Community

2011 Promotions



Sgt. Michael Stelter



Sgt. Kurt Zempel



Lt. Doug Teunissen

Sgt. Stelter was promoted on July 24th, 2011.

Sgt. Zempel and Lt. Teunissen were promoted on November 27th, 2011.

“With...promotion comes a great deal of responsibility, with it also comes the privilege to lead the men and women of the Sheboygan Police Department....

Properly informed, directed and deployed Police Officers can make a difference in a community, our work has meaning and I believe we are seeing this in the City of Sheboygan.”

Chief Christopher Domagalski
Swearing In Ceremony, July 24, 2011

2011 Retirees



Lt. Tim Eirich

After 33 years of service to the Sheboygan Police Department, Lt. Timothy Eirich retired on August 5th, 2011.

He was hired as a patrol officer on May 30th, 1978. Lt. Eirich was involved in all aspects of the department and acted as the Project Manager for the new Police Department building. In January 2009, he took the position of Interim Chief of Police until the selection of a new Chief.

We thank him for his many years of service and wish him well.



Officer John Zabel

Officer John Zabel retired on December 15th, 2011 after 30 years of service since January 5th, 1981.

During a portion of his time, John served as a Field Training Officer and helped many new officers make a successful transition to the Sheboygan Police Department.

We wish John well in his retirement and thank him for his many years of service.



Vicki Winter

After 33 years of service since August 14th, 1978, Telecommunicator Vicki Winter retired on December 30th, 2011.

During the time that Vicki served the Department, the duties of telecommunicators were greatly affected by advances in technology. Her ability to adapt to continuous change positively impacted the Department and the citizens we serve.

Our best wishes and gratitude for a job well done go to Vicki.

Sheboygan Police Station Wins Design Award

The Sheboygan Police Department received a 2011 Design Award from the State Chapter of the American Institute of Architects. The station was one of eleven Wisconsin building projects to receive such an award. The awards were presented to the architects, building owners, and contractors in Madison, back in May, 2011. The station is 32,000 square feet, which is double its size from its former location in City Hall. The design of the building was by Zimmerman Architectural Studios of Milwaukee, and was built by Quasius Construction, a Sheboygan-based company. One of the many features of the police department is that of the utilization and abundance of natural light, which makes it not only innovative but conscientious of the environment.



SPD Website Redesigned

Alerts

Resources

Activities

Forms

FAQs

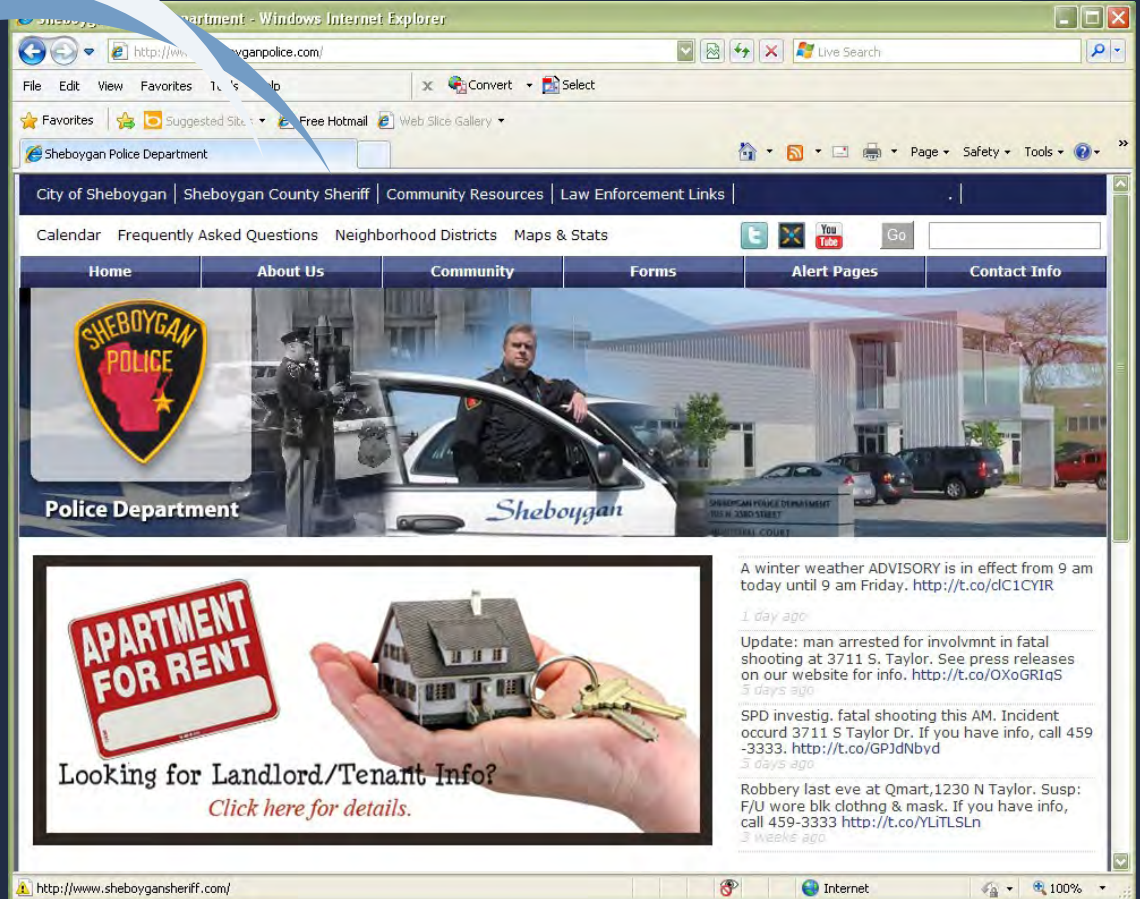
Maps

Stats

Most Wanted

Calendar

And more!



This year, the Sheboygan Police Department had their website redesigned. The website was updated to make the site easier for the public to navigate in. Our website is updated often to ensure that the public knows what we are doing, and what is happening in our city.

Additions that were made were a police department calendar. The calendar includes postings of numerous items such as neighborhood meetings, community based seminars for the public, and police events. There is a multitude of alert pages that are now offered on the website. These alerts vary from sex offenders, current scams, to SPD's Most Wanted and press releases. The redesigned website also has a "Chief's Blog." This blog allows the chief to communicate with the public on important topics and perspectives.

To view our website, visit, www.sheboyganpolice.com.

NEW TECHNOLOGY

Spillman Technologies

On May 9, 2011, the Sheboygan Police Department was part of a county-wide implementation of a new software provider. This provider is Spillman Technologies, which provides a full range of integrated software solutions for public safety agencies, including: Computer Aided Dispatch, Records Management Systems, Mobile Data & Field Reporting, Mapping & GIS, Crime Analysis & CompStat, Jail Management Systems, Fire, Data Sharing, and Personnel & Resources. Pre-implementation and data building began in December, 2010. Captain Stephen Cobb and

Paula Haelfrisch have been assigned as Co-Project Managers for the City of Sheboygan. The system allows all Sheboygan County agencies to share their data. In the future, we plan on using InSight, which allows you to collaborate effectively with other agencies using the Spillman software, heighten the value of your investigative leads, and search information to prevent and solve crimes – all while maintaining the highest level of data security.





Badger TraCS

January 10, 2011, the Sheboygan Police Department transitioned from paper to electronic citations, warnings and crash reports, utilizing the Badger TraCS Program provided by the Department of Transportation. The police department received a grant of approximately \$70,000 to fund the implementation of this project. With those funds, we were able to purchase new laptop computers and thermal printers for our fleet. This new equipment not only allows us to utilize the TraCS program from all of our vehicles,

but also greatly enhances the functionality of our CID fleet, which previously had no computers.

All sworn personnel went through an 8 hour training course at the end of 2010 to learn the new program. As with all major transitions, there was an adjustment period, but in time all of the officers became proficient in the electronic format. In 2011, we produced over 15,000 TraCS forms: 7832 warnings, 4792 traffic citations, 2194 ordinance citations and 888 crash reports.



Administrative Services Division

The Administrative Services Division is under the Supervision of Captain Bob Wallace.

2011 presented several significant training challenges and opportunities in the Administrative Division. Due to a combination of retirements, promotions, and the necessary hiring to fill the subsequently vacant positions in the patrol division, we have hired seven police officers in 2011. The selection and hiring process, coordinated with the Sheboygan Police and Fire Commission, progressed efficiently. Each of the new officers have done well during their 15 weeks of field training.

Those officers and supervisors who have been promoted to new ranks or areas of responsibility have received continuing educa-

tion and training so that they can be successful and provide good service in their new positions.

Many aspects of law enforcement require specialty training and on-going education to maintain proficiency. We have worked hard to maintain the training and skills of all of our personnel to remain in compliance with professional standards.

We have also begun the systematic process of reviewing all of our organization's policies to ensure that they are in compliance with all state and federal laws, as well as the best professional practices in the law enforcement profession. This project will continue into the coming year.



Throughout the year, the Administrative Division has worked with other agencies and committees to address mutual law enforcement, social and community issues. These include the following groups: The Sheboygan County Emergency Medical Services Council, Mental Health Crisis Service Committee, Lakeshore Technical College Criminal Justice Advisory Board and the Bay Lakes Regional Hazard Mitigation Committee. The Administrative Division also works with other city departments on projects of mutual community interest.



AN EYE TOWARD THE FUTURE

Although the police facility is relatively new, it is utilized 24/7 and requires proper maintenance to ensure the longevity of its many systems. In 2011, after thoroughly researching our maintenance needs, we have selected appropriate preventive maintenance contractors to provide this service. These services are augmented whenever possible by the staff of the Sheboygan Public Works Department.

2011 Training Sessions

In 2011, we hosted two regionally available management training sessions that were well attended by several agencies. We also co-hosted training with the City Development and Planning Department on the topic of Building Code Enforcement. In conjunction with the Sheboygan County Multijurisdictional Drug Enforcement Group, we hosted two training sessions on Narcotic and Prescription Drug Abuse. By hosting training sessions here at the Sheboygan Police Department, we are able to train our personnel in a cost effective manner.

We were very fortunate to send fifteen police department employees from a cross-section of the department to a grant funded class titled, "*Leadership in Police Organizations*". This three week training is very coveted and highly regarded.

Many of our supervisory staff was also fortunate to attend training hosted by the Milwaukee Police Department titled, "*Supervising Problem Oriented Policing*". This training concept is fundamental to our efforts in addressing crime and disorder in Sheboygan neighborhoods.



Criminal Investigation Division

The Criminal Investigation Division is under the Supervision of Captain James Veaser.

The Criminal Investigation Division was involved in a number of high profile cases in 2011. This included dismantling a burglary crew who had committed burglaries in Sheboygan, Plymouth, Kiel and Sheboygan County in early 2011. The Division also arrested a 73 year-old woman for a child homicide that had occurred in 1957. This lengthy investigation is potentially one of the oldest homicides in the United States cleared by an arrest. The Division continued its excellent work by arresting several subjects in early fall who had committed burglaries in Sheboygan County, Ozaukee County,

and Washington County. This involved a collaborative effort of several law enforcement agencies combining their resources with our department being the lead agency. In addition, the Division arrested a female narcotics dealer for reckless homicide after she had provided heroin to a user that resulted in his death.

These types of cases are time consuming and require expertise in order to complete. The Division continued to handle other investigations, such as: forgery, identity theft, sexual assaults, robbery, and major thefts. This requires time management and correct deployment of resources in order to continue providing the high quality of service on which the Division has built its reputation.



The Criminal Investigation Division continued to be an intricate part of the Sheboygan Police Department. Not only did members of the Division investigate crime, but also worked to provide information to the public that would benefit them in their daily lives. The Division members provided educational talks to youth regarding alcohol and drugs, researched and implemented points of contact on our website that answered residents questions (VineLink, Sex Offender website, 10 Most Wanted, Identity Theft and Forgery), and worked with local advertisers to facilitate building a relationship through communication (Lamur Signs – Nixle). These community related efforts assisted with performing department tasks more effectively and efficiently, while providing service and protection to the public.



RETAIL SECURITY

The Criminal Investigation Division continued to build a close working relationship with area retail security. The major retailers in the Sheboygan area have professional security that is well versed in offenders who are associated with theft and fraud. This has resulted in monthly meetings between detectives and security personnel to exchange information. The dissemination of learned intelligence to patrol officers has resulted in several arrests that may otherwise have not been made.

Monitoring Sex Offenders

In addition, the Criminal Investigation Division continues to keep a sharp eye on sex offenders within our community. This involves the arrest of offenders for sexual crimes and monitoring their possible return to our community. The Division has a representative at each Public Protection and Safety meeting in order to provide truthful information to committee members on the offense the petitioner committed before being incarcerated.

This assists with potential placement within Sheboygan. The Division has also been notifying the community of Public Protection and Safety meetings involving petitioners by sending out notices via Nixle. The Division continues to visit offenders who have been denied residency in Sheboygan in order to enforce compliance and monitors other offenders who have been reported to be violating local or state law.

ROPE Program

In 2011, the Criminal Investigation Division initiated the ROPE Program with the local Department of Corrections-Probation and Parole Office. The program is designed to make unannounced visits to probation and parole clients who have a high probability of recidivism. The program utilizes two detectives and two probation officers who coordinate times and locations. The program has resulted in probationers and parolees being held accountable after Probation and Parole hours. The program will eventually be transferred to officers in the Patrol Division in order to coordinate neighborhood efforts with probation and parole officers.

Patrol Division

The Patrol Division is under the Supervision of Captain Steve Cobb.

The Patrol Division is the largest division within the Police Department and is administered by a Patrol Captain, three Lieutenants and seven Sergeants. The division of 64 sworn officers is divided into three work shifts, with each shift being commanded by a Lieutenant and two Sergeants. Also included in the Patrol Division is the Street Crimes Unit, supervised by a Sergeant.

Patrol officers are the most visible representatives of city government, and most often are the first point of contact for any police service. Patrol Officers are responsible for responding to and investigating reports of crime, identifying and suppressing criminal activity,

investigating traffic crashes, responding and coordinating responses to emergencies, and providing police service to our citizenry.

The work of a patrol officer is diverse and requires many different types of skills. In addition to the officers who respond to calls, there are many specialized units that operate under the division's control.

The men and women of the Patrol Division also include three Street Crimes Unit Officers, a Crash Reconstruction Unit, a Motorcycle Patrol Unit, Emergency Response Team, Critical Incident Negotiators, two K9 Officers, as well as oversight of the City/County Law Enforcement Dive Team and Police Honor Guard.



Patrol provides service to the community 24 hours a day, seven days a week. Patrol Officers have police squad cars, mountain bicycles, a police motorcycle, ATV and foot patrol at their disposal as a means of patrolling their respective areas.

Working in patrol requires a variety of skills. Although the primary function is to reduce crime as well as apprehend criminals, patrol officers must also be well versed in civil and criminal law, traffic accident investigation and enforcement, and crisis intervention techniques. Patrol Sergeants provide training and supervision for officers and oversee all patrol operations. This training enables our patrol officers to provide the best possible police service.

Neighborhood Based Policing



The Patrol Division is at the forefront of a neighborhood based, community orientated policing strategy. The overall goal of this initiative is to reduce the overall occurrence of crime and the fear of crime by citizens in the City of Sheboygan. Objectives of this crime strategy include identifying neighborhoods throughout the city and forming specific plans to deal with the unique activity in those areas. To date, the Police Department has identified 75 individual neighborhoods within the city and has assigned an officer to each of those areas. Each officer has completed a neighborhood plan that identifies the characteristics of an area, the crimes associated with that area, who the primary stakeholders are within that area and a specific policing strategy. Officers set specific policing objectives that, in conjunction with the stakeholders of a neighborhood, provide direction and engagement from everyone.

The goal of the neighborhood officer is to form an intimate bond with the neighborhood they patrol, so that residents and businesses can be quickly mobilized to address trends before they impact the quality of life in those respective areas, and to work with the residents of a community to identify and suppress criminal activity. A key to the success of this program is communication between the patrol officers and the community members who live and work in

those same areas. In 2011, officers conducted over 130 different types of community outreach events. These activities encourage interaction between police officers and citizens so that they can better recognize each other as partners in the problem solving process.

Meeting with residents of a neighborhood is an important vehicle used by patrol officers to develop relationships with neighborhood residents, discuss crime and safety problems of an area, and to develop policing strategies and commitments from neighborhood residents. These meetings serve to facilitate collaboration between neighborhood residents and their neighborhood officer in the effort to deliver more effective and efficient police services.

In 2011, patrol officers facilitated 15 separate meetings that brought together residents from over 43 neighborhoods. These meetings served as a platform to begin to form a constructive, collaborative relationship to address crime and disorder in our community. Through 2012, officers will continue to meet with their neighborhoods with a goal of establishing specific policing objectives that emphasize the partnership with the community members and setting specific target goals for a neighborhood.

Patrol Strategy

The patrol strategy of the Sheboygan Police Department is a location based strategy with emphasis on locations where crime tends to occur most frequently. Several platforms within our records management system allow the police department to create maps that show when and where crime takes place over a period of time. The policing strategy is to deploy officers into these areas to respond more effectively to events that occur, and to deter others. This data-driven, location based approach to policing is an effective and efficient means of placing police officers when and where they are most needed. In the upcoming year, the police department will be initiating a CompStat Management System that not only focuses on where and when officers are deployed into certain areas, but incorporates a regular evaluation to ensure that deployment plans are effective.

The Eisner Court Project

The Eisner Ct. project is just one of the small examples of the problem oriented approach officers have taken to address crime, fear and disorder in their neighborhoods this year.

The Eisner Ct. Apartment Complex is owned by West Brook Management and is HUD approved housing. Eisner Ct. has been a part of Sheboygan since September 1979, and the complex sits within the Eisner Neighborhood and consists of 72 apartments contained in less than a mile radius. HUD assists low-income families, the elderly and persons with disabilities obtain safe/affordable rental housing. The Neighborhood Officers for the Eisner Neighborhood during 2011 were Officer J. Rupnick, Officer Blodgett and Officer Braesch.

Eisner Ct. apartments consistently averaged about 1.75 calls per week. In August 2011, calls for service spiked to an average of 2.75 calls per week. This increase prompted officers to contact management to discuss the problem and assist in reducing crime. There was a brief reduction of calls for service in

September to 1.25 calls per week. Again, in October there was another spike in calls to 2.5 calls per week. Officers observed that an increase in disturbances made residents afraid to come and go from their own homes. Further analysis showed that from May through September there was an average of 3 disturbances each month. However, in October there was an increase to 8 disturbances in a single month.

The neighborhood officers set a goal to make Eisner Ct. a safer location to live. The officers communicated the trend they observed and responded by increasing police presence, which resulted in the number of disturbances dropping to an average of 1.5 disturbances per month. Officers observed that environmental factors were contributing to the disorder they observed.

The officers developed a plan to address the crime, fear and disorder they observed. The plan consisted of meeting with and securing the cooperation of the apartment complex management to address some of

the environmental factors that were present. The management agreed to fix a broken fence that allowed unauthorized individuals to enter the property. Management also replaced burned out lighting to eliminate dark areas where intruders could hide and cleaned up trash around the property, creating a more orderly feel.

The officers helped management with identifying individuals who are a chronic nuisance so management could remove these people from the property. The officers scheduled foot patrols in the area at varying times to establish a visible and unpredictable presence and to encounter unwelcome trouble makers. The officers made contact with residents to inform them of their efforts and shared information on how residents can help. These contacts allowed the officers to build relationships with the residents and reduce fear in the complex. The officers also identified those individuals in the complex who had outstanding warrants and served the warrants to remove them from the complex.

As a result of the combined efforts, officers noted that the number of people with warrants living in Eisner Ct. diminished and there were more children out playing in the public spaces. After officers began their efforts, the average calls per week dropped to 1.00.

Neighborhood officers plan on continuing their efforts in the Eisner Ct. area by maintaining a relationship with management and assisting them in whatever manner possible. Officers also want to continue to gain assistance from residents at Eisner Ct. as we believe they can be the best asset in improving the area. Officers plan on continuing foot patrol in the area to reduce crime and maintain police presence in the area.

Eisner by the Numbers

May-December:

Total Calls at Eisner Ct.—55

Disturbance calls at Eisner Ct.—27

Average Calls per month at Eisner Ct.— 6.875

Calls Per Month at Eisner Ct.

May = 4

June = 8

July = 9

August = 11

September = 5

October = 10

November = 5

December = 3

Calls Per Shift at Eisner Ct

1st Shift (7a-3p) = 14

2nd Shift (3p-11p) = 21

3rd Shift (11p-7a) = 20

Nuisance Abatement

Another goal of our policing initiative was to develop partnerships within city government, as well as with the community, to address persistent neighborhood problems, and to improve the overall quality of some of Sheboygan's most blighted neighborhoods.

Several strategies, such as nuisance abatement and chronic nuisance identification, were identified to focus on neighborhood improvement as a means of reducing crime. In 2011, the police department, working with the Dept. of Public Works and the Dept. of Building Inspection, conducted over 150

formal inspections of nuisance properties. Neighborhood improvement remains a cornerstone of our policing strategy.

Identification and remediation of chronic nuisance abatement is another tactic that patrol officers use to address ongoing problems and to involve property owners as stakeholders in the abatement process. The chronic nuisance hearing brings in property owners as stakeholders in the problem solving process for locations where persistent nuisance and criminal activity occurs. In 2011, officers scheduled 54 chronic nuisance hearings with property owners. Of those, 37 abatement plans have been filed, while 17 cases remain active.

K-9 Unit

The Sheboygan Police Department has had an active canine program since 1989. The first three canines on the Department were dual-purpose. They were used for patrol work and narcotics detection. The criminal elements within the City of Sheboygan demonstrated the need for single purpose narcotics canine teams. The Department has seen an increase in narcotic arrests and drug related crimes over the past several years.

In March of 2006, the Sheboygan Police Department added the first single purpose canine to patrol. Officer Trisha Saeger was partnered with K9 Bailey. Bailey served the City of Sheboygan for three years. K9 Bailey retired in May of 2009 due to a medical condition.

Currently, the Sheboygan Police Department has two single purpose canine teams on patrol. Their purpose is to locate and identify the odor of

drugs, which would otherwise remain undetected. Police canines are an important tool to the Police Department, and are an asset to their Community.

In March of 2009, Officer Trisha Saeger was partnered with K9 Bud. Bud is a Chocolate Labrador that specializes in the detection of drugs. Officer Saeger and K9 Bud patrol during both first and second shift hours.

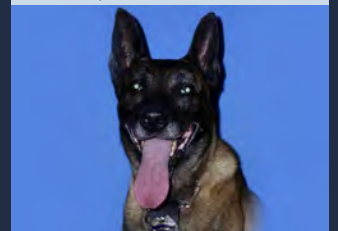
In November 2009, Officer Todd Danen was partnered with K9 Kramer. Kramer is a Yellow Labrador that specializes in the detection of drugs. They work third shift patrol.



The first handler was Lt. Jeff Johnston and his K9 partner Cello.



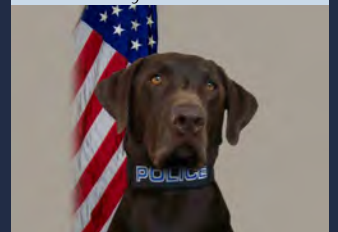
Officer Dave Adams took over in 1995 with his K9 partner Daro.



In January 2000, Officer Eric Edson's K9 partner Duc began his tour of duty.



Officer Saeger's K9 partner Bailey retired in May of 2009.



In March of 2009, Officer Saeger was partnered with K9 Bud.



In November 2009, Officer Danen was partnered with K9 Kramer.



The canine teams are deployed on traffic stops, search warrants, school searches, outdoor area searches, motel sniffs, currency sniffs, parcel sniffs, and other miscellaneous searches.

In 2011, Sheboygan Police canines were involved in 300 deployments. K9 Bud and K9 Kramer's deployments resulted in 117 arrests for marijuana, cocaine, heroin, metham-

phetamine and drug paraphernalia.

Other miscellaneous arrests were for: possession of drugs with intent to deliver, operating while impaired (drugged driving), probation violation arrests, weapons arrests, bail jumping violations, etc.

The K-9 Unit is a proactive component that joins specific efforts to fight drugs in the community.

The other components include the Sheboygan County MEG Unit and the Sheboygan Police Department Street Crimes Unit.

The Sheboygan Police Department not only recognizes the importance of drug interdiction, but also prevention. The K-9 Units often give demonstrations to schools, boy scouts, citizens police academy, and many other specialty groups.



Sheboygan County Dive Team

The Sheboygan County Law Enforcement Dive Team was established in 2000. Originally, the Sheboygan Police Department and the Sheboygan County Sheriff's Department had separate dive teams. These separate teams were in existence since the 1960's. The two teams were combined in an effort to provide better service and cost savings to taxpayers. The team is comprised of five deputies from the sheriff's department and five officers from the police department. Our mission is to promote water safety within the community, provide our departments with the capability of victim and property recovery, and perform searches for evidence as it relates to crimes.

During the year of 2011, the Sheboygan County Law Enforcement Dive Team was paged out to eight calls for service. The calls resulted in one drowning with recovery, and one rescue. The Sheboygan County Law Enforcement Dive Team also conducted a two day search after new information of a search area was identified for a missing girl, who was suspected to have drowned in 2010 in Lake Michigan, and had not been found.

The Sheboygan County Law Enforcement Dive Team consists of members from the Sheboygan County Sheriff's Department and the City of Sheboygan Police Department. Sheboygan County Dive Team Members include:

Front Row: Officer Jason Pacey, Officer Jeff Mares, Dive Team Leader Officer John Rupnick, Officer Patrick Leichtnam, Officer Spencer Wilson, Dive Team Supervisor Lt. Brad Riddiough

Back Row: Deputy Adam Walter, Deputy Kurt Schmidt, Asst. Dive Team Leader Deputy Steve Wimmer, Detective Corey Norlander (former member), Deputy Shannon Brill (not pictured)





Sheboygan County Waters

Sheboygan County is located in east central Wisconsin, on the western shore of Lake Michigan. The county covers 514 sq. miles, with a population of 113,000 residents. There are 72 inland lakes covering 2111 acres and 5 rivers. Sheboygan County also encompasses 775 sq. miles of Lake Michigan. The significant amount of water and recreational activities substantiates the need for a quick response dive team.

The Sheboygan County Law Enforcement Dive Team is the only team within the county. Several surrounding counties do not have dive teams and have mutual aid agreements with our team.

Training and Proficiency

The ten members each have minimum certifications for PADI Open Water and Advanced Open Water, Ice Diver, Dry Suit Diver, and Dive Rescue Specialist I. In addition, members have training as med diver, underwater investigator, surface ice rescue, wreck diver, equipment specialist, dive rescue specialist II, visual cylinder inspector, and dive master.

Annually, the team schedules eighty hours of in-house training. During the year of 2011, training consisted of an ice dive, inland lake and Lake Michigan search patterns, two days of light salvage recovery, Lake Michigan wreck dives and a night dive. Additional in-house training consists of ice diving, wreck diving and scenario based search pattern work in our local waters. Our team works closely with the Sheboygan County Sheriff's Department Boat Patrol, Wisconsin DNR and the United States Coast Guard Station in Sheboygan. We are indebted to these agencies for their assistance in providing us transportation and on-station support during Lake Michigan operations.

Annual training includes a yearly skills review at the YMCA pool. Members must show proficiency in basic SCUBA skills as well as complete the International Association of Dive Rescue Specialists Watermanship Skill Test. This is a timed test consisting of a 500 yard swim, 800 yard snorkel, 15 minutes treading water, and a 100 yard diver tow. Through additional training and resources, we strive to improve individually and as a team with the goal of continuing to provide excellent service to our community.

The Gear

All of our divers are in personally assigned dry suits with dry gloves, as well as Sea Pro QD BCD and Divator MK II full-face masks. In addition, the team operates out of a 25 ft. cargo van with a 14 ft. inflatable Zodiac Boat and Rescue One Boat. All gear is stored in the dive van with tanks, buoyancy compensator devices, and regulators assembled. Members have their own designated section in the dive van with their additional gear organized for timely deployment. Supplementary gear includes ice drills, ice shanty, portable heater, line guns, sonar, and underwater camera.

In 2011, the Sheboygan County Law Enforcement Dive Team replaced several items with new diving related technologies. These items to include personal floatation devices, dry suits and additions to communication gear.



The Sheboygan Police Department Honor Guard is a ceremonial unit within our department. Its unit is military in nature, along with its uniform. The honor guard represents the police department at formal, government and festive events. Most importantly, it represents the police department, and its members at funerals of police officers, both active and retired, in support for the family. This is performed in a respectful and dignified manner.

Honor Guard

The Honor Guard members include Lt. Michael Williams, Sgt. David Anderson, Lt. Brad Riddiough, Sgt. Terry Meyer, Lt. Scott Mittelstadt, Lt. Kurt Brassler, Officer Matthew Heimerl, Officer Michael Wynveen and Officer Joel Kuszynski

Parades	Memorials	Funerals	Color Presentation
3	3	2	4
2011 Honor Guard			



ERT Calls

The E.R.T. responds to very specific types of high risk calls, including:

- ◆ Barricaded Subjects
- ◆ High Risk Warrant Services
- ◆ Hostage Calls
- ◆ Civil Disturbances

2011 Stats

- ◆ 2 ERT Deployments
- ◆ 2 Call Outs
- ◆ 5 Demonstrations



Emergency Response Team

The Sheboygan Police Department's Emergency Response Team, or E.R.T., consists of 17 police officers - 14 operators, plus 3 negotiators. The E.R.T. responds to a variety of types of calls which may be extremely high risk or require specialized training in the use of certain tools or searching methods. Some of the special tools the E.R.T. uses are ballistic shields, noise/flash diversion devices, specialty impact munitions, chemical munitions, night vision equipment, and special tools to force entry into locked buildings.

The E.R.T. is committed to the peaceful resolution of high risk conflicts. The

officers on the team are highly trained professionals who employ a wide variety of skills and specialized equipment to resolve serious incidents, while mitigating the need for deadly force. The team has also been active in the community in developing programs to respond to the nation-wide increase in school and workplace violence.

Photography by Strukel Photography



Sheboygan County MEG Unit

The Sheboygan Police Department is the lead agency for the Sheboygan County MEG Unit (Multi-jurisdictional Enforcement Group) providing a supervisor and investigator. The Unit consists of officers from the Sheboygan Police Department, Sheboygan County Sheriff's Department, Plymouth Police Department and a part time K-9 handler from the Sheboygan Falls Police Department. The MEG Unit is a full time unit responsible for all major drug investigations and undercover operations. The Unit conducts joint investigations routinely with other agencies and task forces at the federal, state, and local level including but not limited to the DEA, Wisconsin Department of Justice and US Postal Service.

In 2011, the MEG Unit assisted the Plymouth Police Department with a fatal heroin overdose case. By join-

ing resources in this investigation, a Plymouth man was convicted of reckless homicide for supplying the heroin to the victim, the first ever such case in Sheboygan County.

Also in 2011, The MEG Unit facilitated the training of officers from multiple counties regarding drug related investigations. The training was held at the Sheboygan PD and involved Purdue Pharmaceutical, Ident-A-Drug website, and the WI State Crime Lab. These courses allow officers to testify in court with the need for additional testimony, saving money.

In addition, Lt. Kurt Brassler worked with city and county officials negotiating a new site for MEG personnel. This resulted in an agreement in a new site being located that will house the Unit at a significant cost savings.



2011 Stats

In 2011, the MEG Unit initiated over 90 drug cases leading to arrests of over 100 people, and charging over 319 drug related crimes.

MEG investigators conducted 92 undercover operations and served over 50 search warrants. The unit seized cash, vehicles, guns, cocaine, marijuana, heroin, methamphetamine and various pharmaceuticals.





Officer Brian Bastil, Sgt. Michael Stelter, Officer Charlet Endsley and Lt. Scott Mittelstadt



In January 2004, the Sheboygan Police Department Gang Unit was upgraded to the Street Crimes Unit.

The Street Crimes Unit strives for community awareness of gangs, drugs, and criminal activity, through public presentations and by contacting citizens in neighborhoods during their patrol duties.

Street Crimes Unit

The Sheboygan Police Department Street Crimes Unit, or SCU, during 2011, was comprised of three (3) patrol officers, supervised by the police department's second shift lieutenant.

The Street Crimes Unit was established to address the changing criminal activity in the City of Sheboygan.

The Street Crimes Unit is involved in numerous areas of law enforcement, including:

- Assisting other agencies and members of the department in completing investigations.
- Investigating criminal law violations.

- Gathering intelligence.
- Monitoring gang activity.
- Investigating narcotics violations.
- Executing search warrants.
- Developing street level criminal intelligence.
- Locating fugitives.





School Resource Officers

The School Resource Officer program continues to be highly successful and is an established component within the Sheboygan Area School District. The officers assigned are Officer Eric Edson (Horace Mann/Farnsworth), Officer Patrick Leichtnam (Urban/Alternative), Officer Doug Hall (Sheboygan North), and Officer Tamara Remington (Sheboygan South). These officers work closely with staff and school security to provide a safe, educational environment. The officers handle various crimes that are committed on-site and away from school that involve stu-

dents. These range from theft, truancy, disturbances and bullying, to sexual assaults, internet crime, drugs and alcohol.

In 2011, the School Resource Officers once again participated in the Safety Town Program during the summer months. Officer Patrick Leichtnam was highly involved in the nine day program.

Officer Eric Edson once again conducted the Junior Police Academy. In May 2011, the 5th Junior Police Academy graduated 16 student cadets.

“Quick 50”

The “Quick 50” program has now been implemented in all middle schools and high schools within the Sheboygan Area School District. This resulted due to police administrators working alongside school personnel and stressing the importance of having this program within area schools. The program is designed to allow students to confidentially provide information to

School Resource Officers regarding potential criminal activity on school grounds. If the information is proven accurate, the student is provided \$50.00 for the tip. This program is designed to continue having schools be a safe haven for students and alleviate criminal activity on campus. The materials for this program were provided to the school district by Sheboygan County Crimestoppers and included posters, mouse pads, and brochures.



Information Services Division

The Sheboygan Police Department's Information Services Division is staffed by 9 civilian employees; 1 Supervisor, 2 Department Secretaries, 2 Records Specialist Clerks, 1 Secretarial/Transcriptionist, and 3 Transcriptionist/Data Entry Clerks. The Department is staffed 24/7 to accommodate the needs of the patrol officers and detectives on each individual shift. The main responsibilities of this division revolve around the processing of police reports, accidents, citations, parking tickets, and warnings generated by the police officers in the field. An additional function is processing open records requests from the public.

In May, 2011, the division transitioned to a paperless records management system and instituted an electronic workflow process. Reports which previously were provided to staff and to outside agencies via a hard copy are also being generated in electronic format.

Information Services also handles statistical information for the department. The Uniform Crime Report, a statistical analysis report, is completed on a monthly basis, and then submitted to the State of Wisconsin's Department of Justice.

With the implementation of new technology such as Badger TraCS (Traffic and Criminal Software) and Spillman, the Records Division is discovering new and improved ways to process information. These new systems allow for multiple layers of data which can be accessed and input into crime mapping and crime analysis.

Support staff for Information Services takes great pride in their contribution to making the Sheboygan Police Department the best it can be, and to providing a high level of public safety to the community.

The next pages contain statistics gathered by the Information Services Division.

Number of Calls for Service (Incident Complaints) for The Sheboygan Police Department in 2011:

29,648

Each jurisdiction submits monthly reports to the Uniform Crime Reporting (UCR) Program which collects and reports crime offense data for the Nation as Part I and Part II crimes. This is essential to maintain the uniformity and consistency of data nationwide.

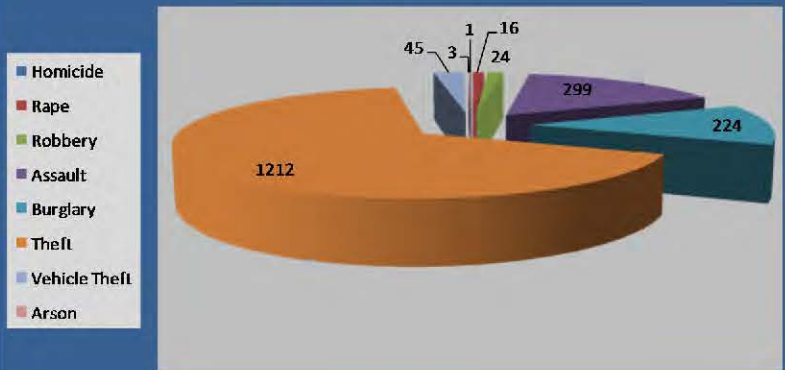
Throughout 2011, the Sheboygan Police Department recorded 1,824 Part I Crimes (see below for details). The Part II Crimes encompass all other crime classifications outside those defined as Part I Crimes.

Definitions of Part I Crimes:

1. **Homicide** – the willful (non-negligent) killing of one human being by another.
2. **Forcible Rape** – the carnal knowledge of a female forcibly and against her will.
3. **Robbery** – the taking or attempting to take anything of value from the care, custody or control of a person or persons by force or threat of force or violence and/or by putting the victim in fear.
4. **Assault(s)** – an unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is accompanied by the use of a weapon or by means likely to produce death or great bodily harm.
5. **Burglary** – the unlawful entry of a structure to commit a felony or a theft.
6. **Larceny/theft** – the unlawful taking, carrying, leading or riding away of property from the possession or constructive possession of another. Motor vehicle theft is not included. All thefts and attempted thefts are counted.
7. **Motor vehicle theft** – the theft or attempted theft of a motor vehicle. A motor vehicle is classified as a self-propelled vehicle that runs on land surface and not on rails.
8. **Arson** – any willful or malicious burning or attempt to burn, with or without intent to defraud, a dwelling house, public building, motor vehicle or aircraft, personal property of another, etc.

Part I Crimes 2011

Part I Offenses Reported



Classification of Offenses	Offenses Reported	Unfounded	Actual Offenses	Total Offenses Cleared	Cleared Involving Only Juveniles
CRIMINAL HOMICIDE TOTAL	1	0	1	2*	0
Murder/Neg. Manslaughter	1	0	1	2	0
Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE TOTAL	16	0	16	6	1
Rape by Force	14	0	14	5	1
Attempted Rape by Force	2	0	2	1	0
ROBBERY TOTAL	24	0	24	11	0
Firearm	3	0	3	1	0
Knife or Cutting Instrument	2	0	2	2	0
Other Dangerous Weapon	3	0	3	1	0
Strong-Arm	16	0	16	7*	0
ASSAULT TOTAL	299	5	294	219	60
Firearm	1	0	1	1	0
Knife or Cutting Instrument	3	0	3	3	0
Other Dangerous Weapon	7	0	7	6	1
Strong-Arm	74	1	73	58*	13
Other Assaults-Simple	214	4	210	151*	46
BURGLARY TOTAL	224	2	222	43	7
Forcible Entry	114	0	114	26*	3
Unlawful Entry-no force	88	1	87	13	3
Attempted Forcible Entry	22	1	21	4*	1
THEFT TOTAL	1212	16	1196	373*	91
MOTOR VEHICLE THEFT TOTAL	45	2	43	12	3
Autos	26	2	24	7*	1
Trucks and Buses	5	0	5	2	1
Other Vehicles	14	0	14	5	1
Arson	3	0	3	0	0
GRAND TOTAL	1824	25	1799	666	162

Note: (*) Includes clearances of offenses previously reported.

Uniform Crime Reporting

Part I Crimes

Sheboygan Police Department

2006-2011

Offense	2006	2007	2008	2009	2010	2011
Violent Crime						
Murder	1	1	0	2	1	1
Forcible Rape	29	21	10	18	20	16
Robbery	11	29	27	28	22	24
Aggravated Assault	38	40	43	51	69	84
Property Crime						
Burglary	320	430	349	312	216	222
Larceny Theft	1,973	1,979	1,772	1,539	1,234	1196
Motor Vehicle Theft	88	62	67	49	44	43
Arson	18	13	10	7	3	3
Total Crime	2478	2575	2278	2006	1609	1589

(Source WI OJA)

Uniform Crime Reporting

Part I Crimes

Benchmark Cities

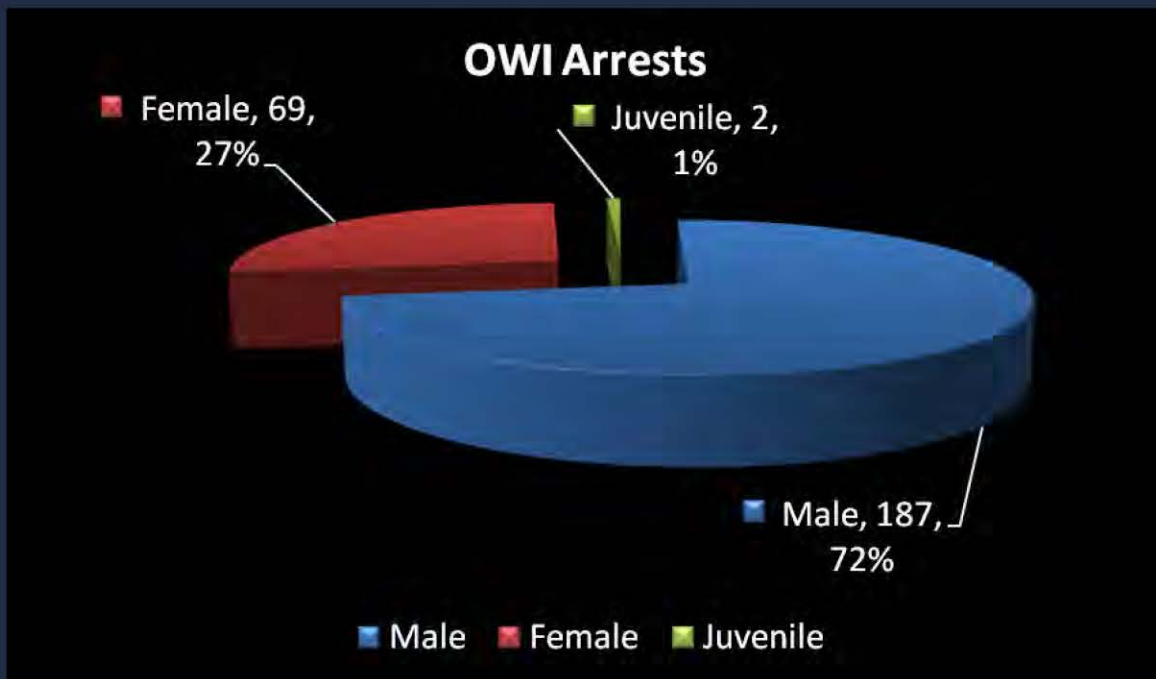
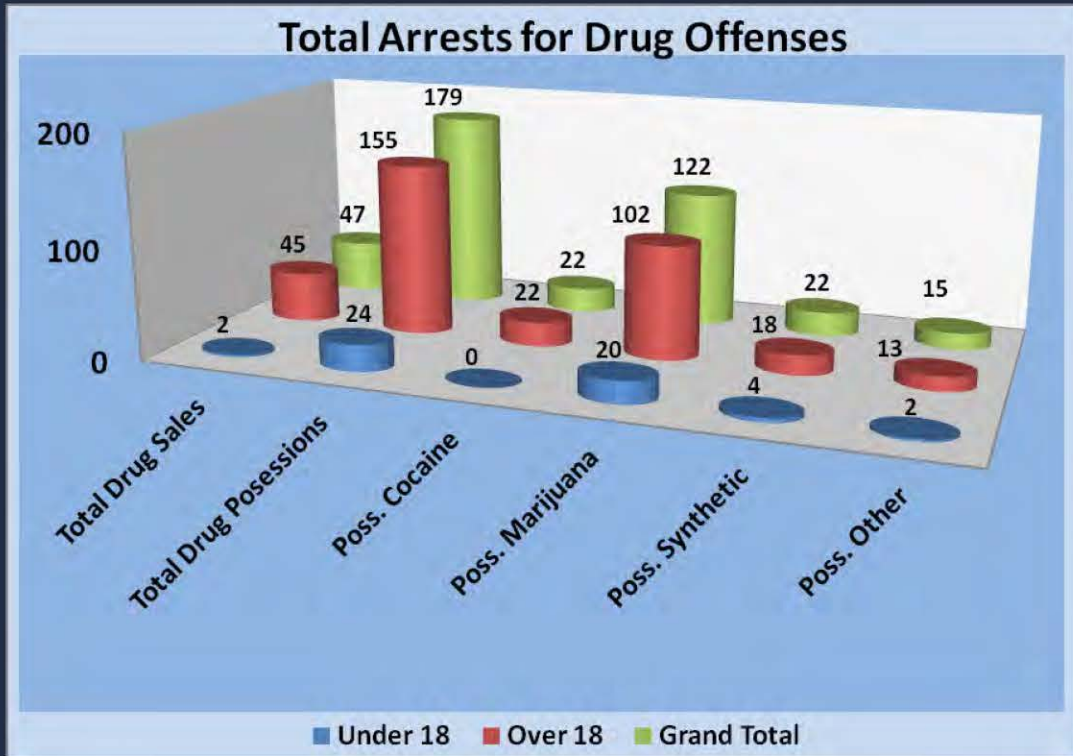
2010

City	Population	Murder	Rape	Robbery	Agg. Assault	Burglary	Theft	M.V. Theft	Arson	Total
Brookfield	39,200	0	2	11	17	103	1,055	16	0	1,204
Fond du Lac	42,340	0	20	13	99	194	906	28	1	1,261
Janesville	63,325	1	30	39	100	383	1,980	48	12	2,593
La Crosse	51,231	1	24	34	97	337	1,321	78	5	1,897
Oshkosh	64,306	1	10	24	171	313	1,360	42	6	1,927
Sheboygan	49,400	1	20	22	69	216	1,234	44	3	1,609
Wausau	38,430	0	19	14	69	267	894	26	6	1,295
Wauwatosa	45,377	1	6	42	27	263	1,526	51	0	1,916
West Allis	60,529	1	13	86	107	483	2,323	176	22	3,211

(Source WI OJA)

Part II Crimes

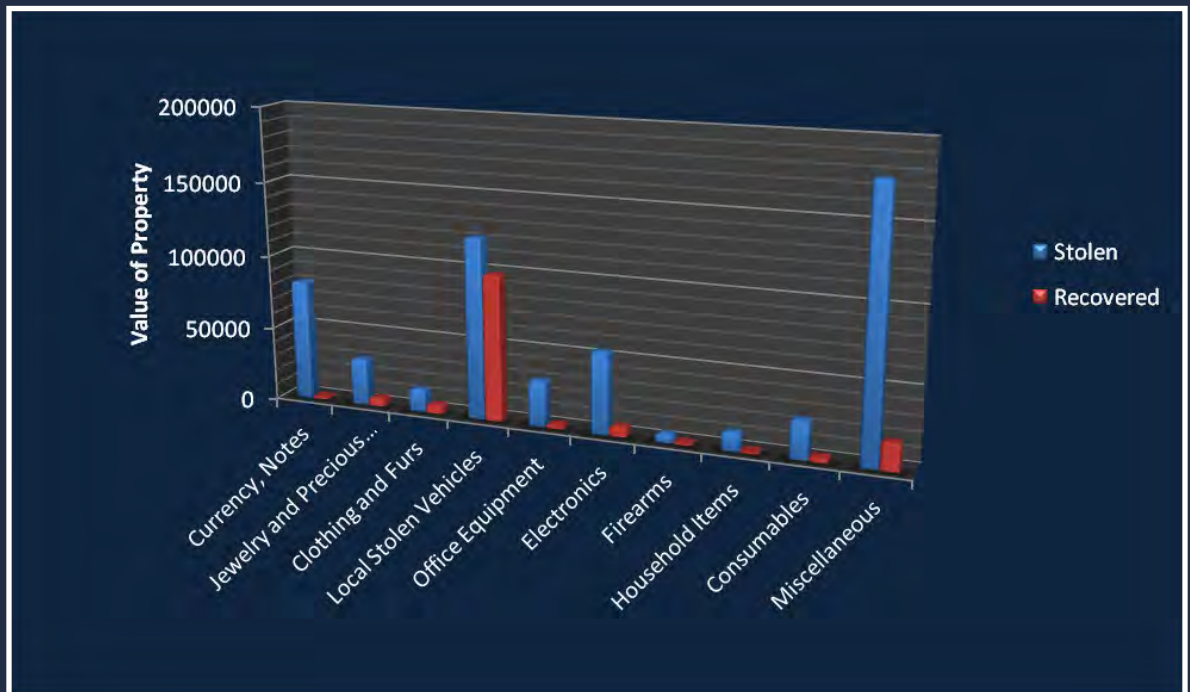
Part II Offenses <i>Arrest Data Only</i>	Under 18 Years Arrested	Over 18 Years Arrested	Arrest Total
Simple Assault	57	127	184
Forgery and Counterfeiting	0	9	9
Fraud	1	27	28
Embezzlement	0	0	0
Stolen Property, buying, receiving, possessing	4	4	8
Vandalism	35	84	119
Weapons: carrying, possessing, etc.	10	35	45
Prostitution and Commercialized Vice	0	4	4
Sex Offenses, (except forcible rape)	14	38	52
Drug Abuse Violations	26	200	226
Gambling	0	0	0
Offenses against the family and children	1	31	32
Liquor Laws	47	145	192
Drunkenness	0	0	0
Disorderly Conduct	271	526	797
Vagrancy	1	0	1
All Other Offenses (except traffic law violations)	74	951	1025
Suspicion	0	10	10
Curfew and Loitering Laws	25	5	30
Runaway	205	1	206
Grand Total of Part II Arrests	2968		



Property Data

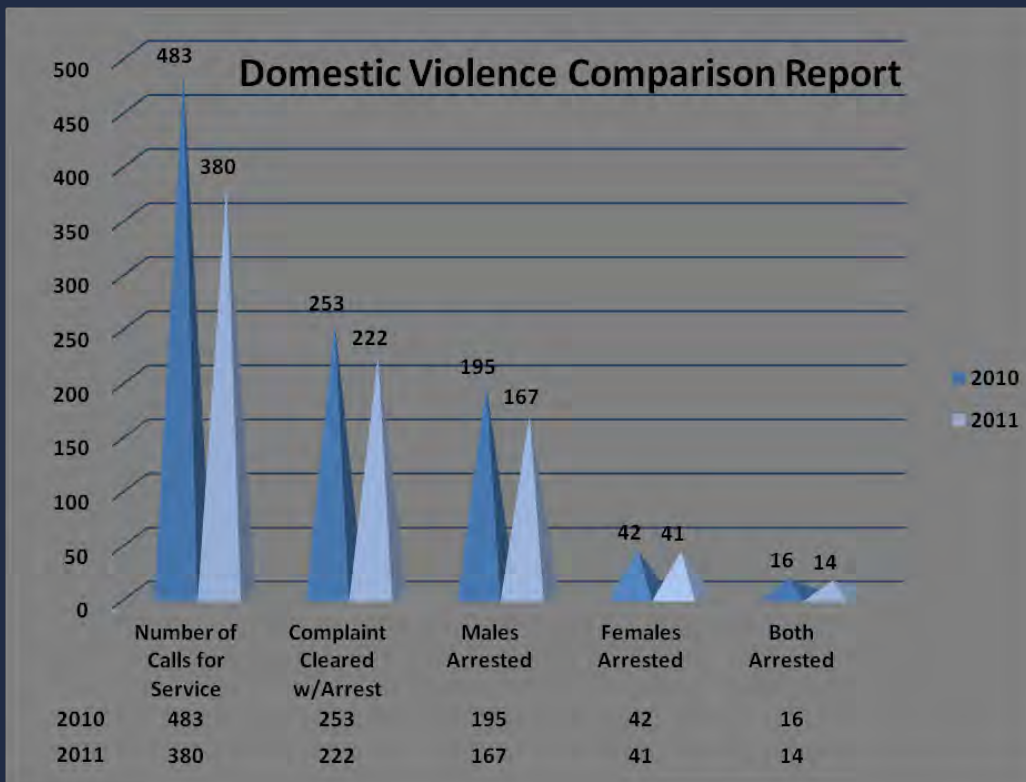
Property data is also collected in the UCR program. Property data describes the type, value and quantity of property involved in each particular incident. Property information is submitted separately for each type of loss, i.e. burned, counterfeited, forged, destroyed, recovered, seized, etc.

2011 Property by Type and Value		
Type of Property	Property Stolen	Property Recovered
Currency, Notes, Etc.	81730	1119
Jewelry and Precious Metals	31642	5475
Clothing and Furs	15297	5984
Locally Stolen Motor Vehicles	122150	98799
Office Equipment	31056	2525
Television, Radios, Stereos, Etc.	55170	6656
Firearms	5443	1225
Household Items	12238	1237
Consumable Items (food, liquor)	25725	3221
Livestock	0	0
Miscellaneous	177224	18456
GRAND TOTAL	557675	144697



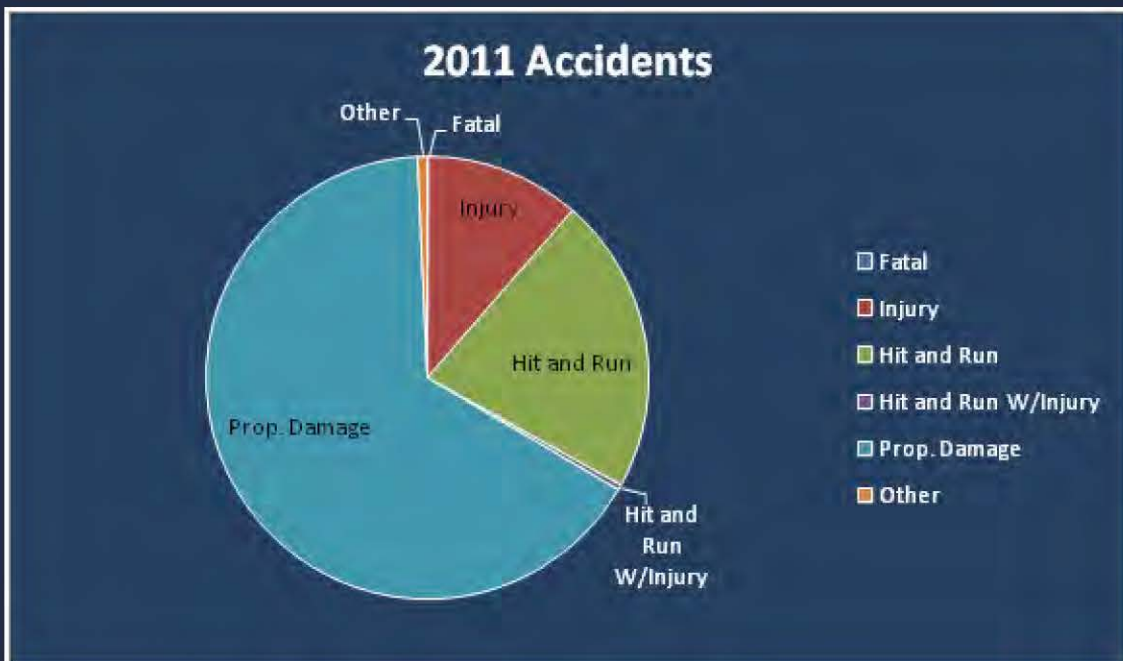
Domestic Violence Data

Month	Number of Calls for Service	Number of Complaints Cleared with Arrest	Males Arrested	Females Arrested	Both Parties Arrested
Jan	49	30	25	3	2
Feb	34	19	13	6	0
Mar	34	19	12	6	1
Apr	28	17	14	3	0
May	32	17	14	3	0
Jun	34	18	14	2	2
Jul	30	16	14	1	1
Aug	41	20	16	2	2
Sep	19	13	6	5	2
Oct	27	22	17	3	2
Nov	14	9	7	1	1
Dec	38	22	15	6	1
TOTAL	380	222	167	41	14



Traffic Accident Data

Traffic Accidents Statistics							
Year	Fatal	Injury	Hit and Run	Hit and Run W/Injury	Property Damage	All Other	Grand Total
2011	1	176	337	6	1024	11	1555
2010	1	195	326	22	1071	28	1643
2009	3	162	381	12	1234	2	1794
2008	1	242	405	20	1436	5	2109
2007	0	200	397	22	1398	2	2019



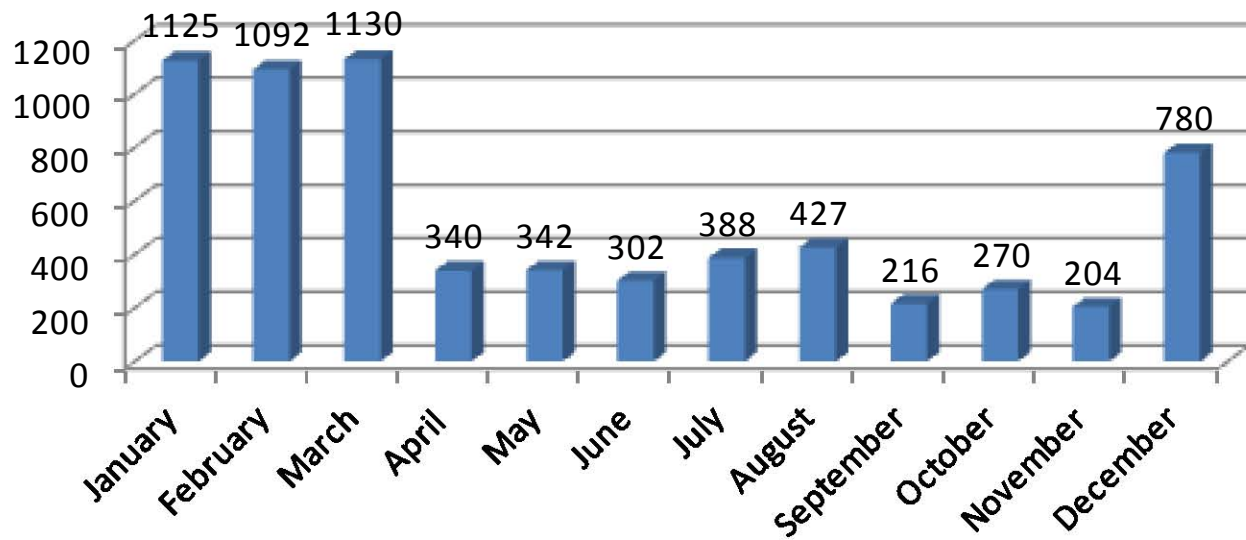
2011 Parking Tickets Issued

O	OVERTIME PARKING	0
OM	OVERTIME - METERED	1,843
O15	OVERTIME - 15 MINUTE ZONE	96
O30	OVERTIME - 30 MINUTE ZONE	2
O1H	OVERTIME - 1 HR ZONE	7
O2H	OVERTIME - 2 HR ZONE	83
O3H	OVERTIME - 3 HR ZONE	0
P	PROHIBITED PARKING	22
PAS	PROHIBITED - ADJACENT TO SCHOOL (7-4)	70
PBT	PROHIBITED - VEHICLE W/BOAT TRLR ONLY	88
PCW	PROHIBITED - TOO CLOSE TO CROSSWALK - 15 FT	198
PDA	PROHIBITED - DEC 1 TO APRIL 1 (POSTED SIGN)	17
PDP	PROHIBITED - DOUBLE PARKED	1
PFH	PROHIBITED - FIRE HYDRANT - 10 FT	21
PIP	PROHIBITED - IN PARK AFTER HOURS	23
PNP	PROHIBITED - NOT PARALLEL/CURB - 2 FT	8
PNS	PROHIBITED - NOT IN/NO STALL	45
POD	PROHIBITED - OBSTRUCTING DRIVE/ALLEY - 4 FT	146
POW	PROHIBITED - OBSTRUCTING SIDEWALK	22
PPP	PROHIBITED - PRIVATE PARKING SPACE/LOT	469
PPZ	PROHIBITED - PARKING ZONE	151
PSP	PROHIBITED - SCHOOL PERMIT ONLY	151
PSS	PROHIBITED - SCHOOL STAFF ONLY	14
PSV	PROHIBITED - SCHOOL VISITOR ONLY	5
PTR	PROHIBITED - OFF TRUCK ROUTE	5
PUA	PROHIBITED - UNDESIGNATED AREA	36
PWS	PROHIBITED - WRONG SIDE OF STREET	13
P24	PROHIBITED - 24 HOUR CONTINUOUS PARKING	287
P26	PROHIBITED - 2AM TO 6AM (POSTED SIGN)	25
PTI	PROHIBITED- T-INTERSECTION	76
W	WINTER PARKING (DEC 1 THRU APR 1-2AMTO6AM)	2,512
S	SNOW EMERGENCY	116
H	HANDICAP ZONE	11

*Total tickets issued monthly vs. issued by violation vary due to tickets that have been voided.

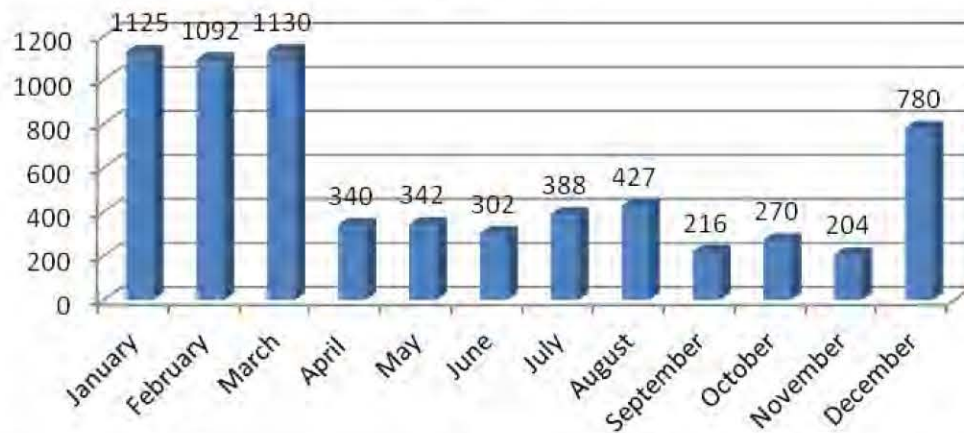
2011 Parking Tickets Issued

Monthly Issuance of Parking Ticket Violations 2011

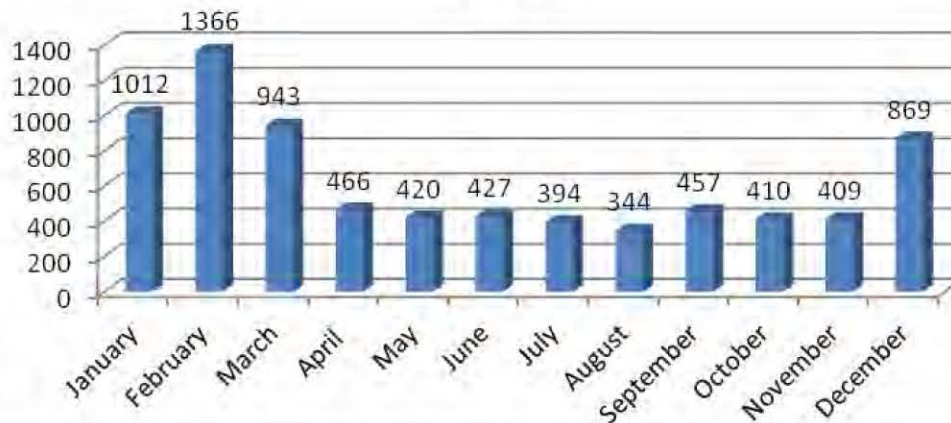


Parking Tickets 2011 vs. 2010

Monthly Issuance of Parking Ticket Violations 2011



Monthly Issuance of Parking Ticket Violations 2010





Communications Center

The Sheboygan Police Department's Public Safety Communication Center is the initial point of contact for citizens in need of assistance within the Sheboygan City limits.

In 2011, the Communication Center was staffed with 12 full time telecommunicators (which includes a lead telecommunicator) along with three (3) part time telecommunicators. The word "telecommunicator" is another word for "dispatcher".

The Communication Center is one of the most modern dispatch centers within the area. It provides 24/7 coverage while maintaining a minimum staffing level of 3 telecommunicators on first and second shift and 2 telecommunicators on third shift.

Partnering with the Community
Page 46

Skills

When considering the workload of the telecommunicators in the Communication Center, the general public may not realize the abundance of skills and abilities a telecommunicator must possess in order to handle their job. Telecommunicators are EMD (Emergency Medical Dispatch)/CPR/AED certified and are trained to give CPR instructions over the telephone, if necessary. They act in the capacity of a "first responder" until the first police officer or fire/EMS unit arrives on the scene.

The Communication Center telecommunicators are also assigned to staff the police desk on first and second shift. They are responsible for data entry of different types of paperwork such as accident reports, booking sheets and field interviews. They also process transactions for parking tickets and bail bonds, handle phone complaints from citizens and provide customer service to citizens who walk in to the police department. The telecommunicator assigned to the police desk also assists with overflow of telephone calls from the Communication Center.



2011 was a great year of progress and changes with new technology introduced to the Communication Center. In May of 2011, the department changed to Spillman for our new CAD (Computer Aided Dispatch), which included mapping capabilities, and new RMS (Records Management System) software. The telecommunicators rose to the challenge of this new

technology by continuing to provide a high level of professional service to the community and its citizens as well as supporting the patrol officers and their fellow co-workers.

The Sheboygan Police Department telecommunicators look forward to confronting the challenges that await in 2012 and the continuing progress they will make.





Property & Evidence

In 2011, Evidence/Property Officer Julie Lamb handled over 3,200 pieces of property and evidence that required documentation due to police contact. Lamb, a certified Evidence/Property Officer, ensures chain of custody for evidentiary items, transport of these items to the State Crime Laboratory, and presentation of these evidentiary items for trial purposes.

In addition, the Evidence/Property Officer continues to offer direct services to the public Tuesday through Thursday regarding the return of property belonging to identified owners. The service provided is efficient and essential to the operations of the police department.

In addition to handling property/evidence related matters, Julie Lamb continues to function as the point of contact for the ordering of departmental office supplies,

facilitates printing needs, and overseeing the evidence processing area.

EPO Lamb made 21 trips to the State Crime Laboratory and providee 675 evidentiary items for analysis. EPO Lamb also collected 85 cell phones through the course of her duties to be provided to the “Call to Protect” program along with sending 87 unclaimed bicycles to the “REBIKE” program.





Court Services Division

The Court Services division in the Sheboygan Police Department acts as a liaison between the department and the courts, as well as the prosecuting agencies.

The Court Service Section is served by two civilian employees; Tina Thurs and Cassandra Wohlgemuth. Together, they are accountable for reviewing citations prior to filing them with the appropriate court. They are also responsible for the filing of all municipal and circuit court cases and associated documents generated by the Sheboygan Police Department.

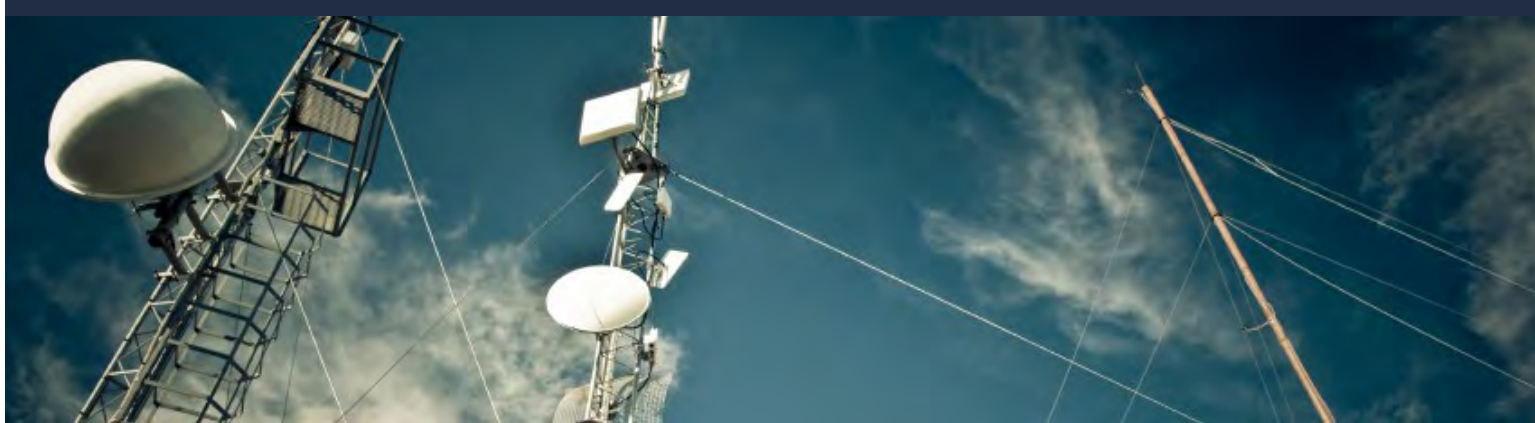
This is very important and detail-oriented work. Any request for evidence or discovery requests that the prosecuting agencies need are filtered through Court Services. They also organize the

service of subpoenas to members of the department, as well as working with the Police Volunteers and department personnel to coordinate the service of subpoenas to non-department witnesses throughout the community. Court Services also provides officers and detectives proper notice of pending court appearances.

The Court Services Division has made strides in becoming more “green” and paper-free, initiating an on-line court calendar for all court appearances required by any personnel within the department. Court Services is responsible for keeping this calendar up to date. Notices are primarily made via e-mail. This court calendar has been replicated by, or mirrored in similar court calendars for other police agencies in Wisconsin.

The initiation of TraCS, an automated citation system, has also altered the landscape of Court Services. No longer shuffling paper traffic and ordinance citations, the tickets are electronically transmitted to Headquarters; reviewed on the computer; and electronically transmitted to the appropriate court. This has not completely eliminated the need to print some of the citations, but has dramatically cut down the paper consumption of Court Services.





Communications & Electronics

The Sheboygan Police Department Communication/Electronics Technician, Russell Schreiner, is responsible for maintaining all of the city wide and police department's radio, alarm, video surveillance and telephone communication equipment. When all city wide radio equipment is tallied, Russ currently maintains approximately 238 mobiles, 234 portables, 25 base station radios and six tower sites.

In 2011, Russ and our fleet mechanic have worked together to install a variety of updated communication equipment in our squads including sixteen printers to accommodate Badger Tracs functions. Russ has also installed broadband GPS antennas on all of the laptop computer equipped vehicles in our fleet. This will allow mapping of squad locations in real time to enhance emergency dispatching and emergency response time. The broadband connection will allow for faster computer response and the downloading

of photographs or video to laptops located in field units.

Also in 2011, Russ installed bi-directional amplifiers in our garage and sally port to prevent loss of network connections when squads entered those areas. These advances in technology have enabled law enforcement to share information and provide better and more efficient service to the community. During the year Russ supported outside agencies by servicing their radios and billed \$8,000.00 for those services.





Fleet Services

The Sheboygan Police Department fleet of vehicles is maintained by our mechanic, David Daniels. This fleet of vehicles includes sixteen marked patrol cars, twelve unmarked detective squads, five cars assigned to the drug investigation unit, two community policing vehicles as well as two support vehicles assigned to the mechanic and communications technician. He also maintains the Harley Davidson Motorcycle and Polaris ATV. Whenever feasible we also provide routine maintenance to four vehicles used by the Building inspection Department.

In 2011, we replaced six of our primary fleet vehicles currently used by patrol and detectives. This required that the old cars be stripped of equipment so that it could be reinstalled into the new cars. During the year, Dave Daniels and our Electronics Technician, Russell Schreiner, worked together to install new grant funded Badger TraCS hardware into all marked and unmarked primary use vehicles. In addition, they wired and installed grant funded laptops and printers into all CID unmarked cars. This will, for the first time, permit CID field units access to our police records.



The police department continues to benefit from the generosity of Sheboygan Chevrolet–Chrysler. In 2011, they upgraded the vehicle that they donate for our use. The new vehicle received updated radio and electronic equipment as well as new graphics. We are very appreciative of the support of Sheboygan Chevrolet–Chrysler.

Community Service Officers

The Sheboygan Police Department employs two full time civilian Community Service Officers. The Community Service Officers are in a non-sworn position but they do have limited powers of enforcement. Our two Community Service Officers are CSO Meller and CSO Sucha. They are under the Patrol Division of the Sheboygan Police Department and are supervised by Sergeant Anderson. They are tasked with a number of duties and responsibilities that help alleviate some of the duties of patrol officers. These duties include parking enforcement for metered parking, time zone parking, 24 hour street parking, snow emergency parking violations, and prohibited parking violations.

They also recover and process abandoned and stolen bicycles and property. They assist the Property Officer in proper storage and disposal of abandoned bicycles, property, and seized items such as suspended vehicle registration plates.

Other tasks that the Community Service Officers perform include assisting disabled mo-

torists, assisting with traffic control, traffic surveys, data processing, parade duties, posting of parking signs, erecting barricades, assisting with public inquiries for directions and property, and helping out with school crossing guard duties.

Perhaps the largest aspect of their duties includes observing, investigating, issuing parking citations, towing and the processing of abandoned vehicles in the city. They also follow up on the abandoned vehicle complaints with issuing municipal citations to the owners of the abandoned vehicles. The Community Service Officers play an important role in addressing neighborhood pride by seeking out abandoned, junked, and disabled vehicles .

This is in keeping with our effort between the Sheboygan

Police Department, City Planning and Development, the City Building Inspection Department and neighborhoods, to reduce the causes of fear, crime, and disorder. The Community Service Officers help enforce a quality of life to make the City of Sheboygan attractive to its residents and to its visitors.

Together, they investigated 670 abandoned vehicle complaints in 2011. CSO Meller had 499 incident calls and CSO Sucha had 675 incident calls to respond to. CSO Sucha picked up and processed 275 abandoned bicycles for 2011. Together, they issued 3077 parking citations, for a total fine amount of \$45,085.00. The Community Service Officers are a vital part of the Sheboygan Police Department and the City of Sheboygan.



Crossing Guards

The Sheboygan Police Department employs six part time school crossing guards and one substitute school crossing guard who fills in during an absence of one of the other school crossing guards. The Sheboygan Police Department partners with the Sheboygan Area School District and six of the city's elementary/charter schools that the school crossing guards are stationed at. The school crossing guards are equipped, trained, and supervised by Sergeant Anderson.

The school crossing guards are functioning under the authority of Wisconsin State Statute, 349.215 and Municipal Code, 54-73. The nature of their duties requires them to work independently to ensure the safety of the children and their parents who walk to and from school.

Each school crossing guard follows the schedule of the respective schools at which they are stationed. They become well acquainted with the children and their parents. The children and their parents in-turn become well acquainted with them and notice when "their" school crossing guard is absent. The school crossing guards are stationed on their corners of their intersections, not only helping children cross the street by stopping traffic, but also teaching children how to be safe when crossing. They also keep an eye on children to help ensure their safety. They can observe traffic and other violations and are capable of contacting patrol officers to take enforcement action. Our school crossing guards are stationed on some of the city's busiest streets and thoroughfares, balancing the need of children to cross safely and of motorists who are on their way to work.

The six school crossing guards include:

Mr. Robert Pribbernow, who is stationed at the intersection of Superior Avenue and N. 15th Street, helping the children who attend Jefferson Elementary School,

Mr. Robert Schuetty, who is stationed at the intersection of Wilson Avenue and S. 16th Street, helping the children who attend Wilson Elementary School,

Ms. Jane Kunert, who is stationed at the intersection of Superior Avenue and N. 5th Street, helping the children who attend Grant Elementary School and the Elementary School for the Arts and Academics,

Ms. Debra Escalera, who is stationed at the intersection of S. 8th Street and Alabama Avenue, helping children who attend Longfellow Elementary School,

Ms. Donna Reiter, who is stationed at the intersection of State Business Highway 42 (Calumet Drive) and N. 20th Street, helping children who attend Cooper Elementary School,

Mrs. Helen Zettel, who is stationed at the intersection of S. 14th Street and New Jersey Avenue, helping children who attend Sheridan Elementary School.

Volunteers in Police Service



Volunteers in Police Service (VIPs) is one of five Citizen Corps partner programs. The International Association of Chiefs of Police (IACP) manages and implements the VIPs Program in partnership with, and on behalf of, the White House Office of the USA Freedom Corps and the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice.

The Sheboygan Police Department is fortunate to have a cadre of ten volunteers, led by VIPs coordinator Penny Weber. Our volunteers provide a wide variety of support services to our department. The support of volunteers allows law enforcement agencies and officers to focus on policing and law enforcement functions by providing supplemental or support services, such as administrative assistance.

Because of the sensitivity and confidential nature of the police department, the selection process for volunteers is specific. It is designed with the intention of finding those volunteers who exhibit our core values of: *integrity, leadership, professionalism, competence, accountability and team work.*

Our volunteers have to be a United States citizen, and at least 18 years of age. An application process involves a personal interview, thorough criminal background check and fingerprints. The volunteers that are in VIPs do not receive any compensation for their service.

2011 Staff

Coordinator

Penny Weber

Richard Jordan

Mary Ann Dickfoss

Al Rahn

Jason Lawrence

Kristi Lawrence

Connie Mehan

Jeanne Pethan

Thomas Riemann

Ethel Pillmann





Our VIPS staff currently provides assistance in the police records and court services area, as well as giving tours of the facility to community groups. They assist the patrol division by serving hundreds of subpoenas throughout the city and collecting traffic speed data.

VIPS provides all collection and sorting from the prescription drug drop off box.

VIPS currently supports the detective division by doing civilian fingerprinting two afternoons each week and collecting data about retail theft.

Our VIPS staff also provides assistance by acting as role players for police training exercises and Junior Police Academy.

In the Municipal Court, volunteers assist by doing clerical work and acting as a court monitor twice a month.

The City of Sheboygan and the Sheboygan Police Department are very fortunate to have such individuals helping within the community. If you would like more information or would like to volunteer, please contact our department, 920-459-3333.

<u>Service</u>	<u>Hours</u>
Subpoena Service	551.00
Court Services - Clerical	258.00
Prescription Drugs-Empty Bin, Sort for Disposal	209.25
Municipal Court -Clerical, Court Monitor	191.75
Fingerprinting	156.75
Records-Clerical	121.50
Neighborhood Plans	50.50
Speed Watch	45.50
Vehicle Car Wash	40.50
Assessment Center	33.75
Training	32.75
Geo Mapping	22.50
Shredding	16.25
Retail Theft Data Collection	15.50
Tours	21.00
Template Creation for SCU	13.25
Role Playing for Training	12.25
Power Point Training Document	12.25
Replenish Forms	12.00
Citizens Police Academy	9.00
Dive Team Equipment Transportation	9.50
Recruitment Brochure	4.00
Other Miscellaneous	35.25
Coordinator	308.50
Total Volunteer Hours	2,182.50

In 2011, our volunteers provided the SPD with 2,182.5 hours of service, valued at \$38,957.63. The work of our VIPS staff represents a tremendous resource contribution to our Police Department and the Sheboygan community.

Community Outreach

LAW ENFORCEMENT



TORCH RUN FOR SPECIAL OLYMPICS



The mission of the Law Enforcement Torch Run for Special Olympics Wisconsin is to raise funds for and raise awareness of the Special Olympics Movement. Special Olympics is a program which daily reaffirms our belief that with hope and dedication, we can see achievement and self-worth realized by any individual. It is our belief that persons with

cognitive disabilities, by their involvement in Special Olympics, show the community at large there are no limits to human potential or the human spirit. Officer Michael Wynveen carried the torch on Thursday, June 9th, during the Special Olympics Law Enforcement Torch Run in Elkhart Lake. Special thanks go to Officer Brian Krueger, who organized this event.



Cops N' Kids is a reading program that was founded by Julia Witherspoon, a police officer for the Racine Police Department. It all started in 1997, where Ms. Witherspoon was responding to a burglary call that led her to a warehouse full of children's books. Those books opened the door and existence of this program, which has been adopted by many police agencies today. The focus of the program is

emphasizing the importance of reading, and provides free books to children, who more than likely do not have such reading materials at home. This program is an empowering program that gives children the tools to explore books, heighten their reading and comprehension skills, all via a friendly and positive experience with their community's law enforcement officers.



The Junior Police Academy is an eight-week program, offered to middle school-aged students in the spring. Officer Eric Edson and Officer Leichtnam, who are School Resource Officers, along with the aid of other officers, instruct these sessions for the students. As a result of their hard work and efforts, there is no cost to the students, as the program is financially supported by local organizations, businesses and individuals. The Junior Police Academy is a “hands-on” experience. Some of the activities include: traffic stops, police

operations, defense and arrest tactics, handcuffing and OWI enforcement. Many of these sessions involve scenario resolutions and crime scene investigations, where cadets get to experience evidence collection, fingerprinting and crime scene reconstruction. There is an overview of how the court system works including a mock trial.

Specialty presentations are also given by the Dive Team, K-9 Unit, Drug Unit, Street Crimes, Community Policing and S.W.A.T.



Safety Town is a safety education program for children who will be starting Kindergarten in the fall of the following school year. This program is sponsored by the Sheboygan Service Club and Community Recreation Department.

It teaches safety awareness and accident prevention in a fun, hands-on setting. Taught by a certified teacher with the assistance of the Sheboygan Police Department, kids practice safety skills both indoors and out on our miniature “Safety Town,” Lot.

This year, approximately 130 children participated. We bring in the experts to talk about bus safety and water safety: the Sheboygan Fire Department, St. Nicholas Hospital, Prigge’s Bus Service, Sheboygan County Health Department; and Cheryl Bracht, for pet safety. Particularly, School Liaison Officer Patrick Leichtnam was instrumental in the success of this year’s program!

The Safety Town Program is held at Horace Mann Middle School.

Explorer Post 2881

The Sheboygan Police Department is the sponsoring agency for the Sheboygan Law Enforcement Explorer Post 2881. The Sheboygan Law Enforcement Explorer Post is part of the Learning for Life Organization and we are in the Bay Lakes Boy Scout Council with the regional office in Appleton, Wisconsin. The Sheboygan Law Enforcement Explorer Post is under the direction and leadership of Sergeant David Anderson, who is the Senior Advisor to the post. The Associate Advisors to the post include Officer Jeff Mares, Officer Spencer Wilson, Officer Alex Jaeger, Officer Rebecca Rupnick, Officer Jason Pacey and Brittany Zemba who is our newest civilian adult advisor. The Sheboygan Law Enforcement Explorer Post is open to young men and women between 15 and 21 years of age. Our Law Enforcement Explorer Post provides opportunities to learn firsthand the purposes, mission, and objectives of law enforcement and of the broader criminal justice career field.

The members of the post have a hands-on experience in learning Defense And Arrest Tactics (DAAT), traffic enforcement, vehicle crash investigation, firearms and marksmanship training, tactical room clearing and deployments, CPR/AED training and certification, bomb threat responses, criminal investigations, and crime scene processing.

The members of post have the ability to participate in riding along with patrol officers.

Post 2881 helps supplement the Sheboygan Police Department by working parade duty, posting the parade routes, performing traffic and crowd control duties for parades and special events. They go on foot patrols during community events such as Halloween and Independence Day celebrations, providing additional resources to observe and report on unlawful or suspicious behavior. Explorers help out with community and charitable events by providing security and traffic control for charitable walks and events such as the National Night Out Against Crime, the Alzheimer Association Walk, the Midsummer Arts Festival, Earth Fest, and Holland Fest. They also participate as actors in training scenarios for the Sheboygan Police Department's ERT Team and the Sheboygan County Sheriff's Department's SWAT Team.

Some of the greatest experiences for members of the Sheboygan Law Enforcement Explorers come from participating in state competitions with other law enforcement explorer posts and attending the week long Wisconsin Police Explorer Academy, which is a quasi-military style boot camp where they receive intense training morning to night. The explorers network and make friends with explorers of other posts.

Members of the Explorer Post are eligible for national and local college scholarships and awards. The hours that members of the post put in for various events are counted as service hours for required high school and National Honor Society community service hours. The explorers also participate in fun events including a post family picnic, swimming, bowling, and lock-ins or other activities with other Explorer and Venture Crew Posts.

For 2011 and going into 2012, the Sheboygan Explorer Post has 21 members. Students can join anytime through the year by submitting an application and going through a background check. The cost for membership is \$15.00 dollars per year. The explorers wear a uniform and the cost for the uniform is borne in part by the member. We participate in fund raisers for the post to help defray costs. Scholarships are available for membership and uniform costs for the post. We meet weekly on Monday evenings at the Sheboygan Police Department at 6:30 PM. Parents are always welcome and encouraged to participate and keep abreast of their student's participation. This is an extra activity for students and families and we want to encourage that students need to maintain a balance with family life, school, homework, sports, and even part-time jobs.



Citizen Academy

The Sheboygan Police Department conducts a Citizen Academy every spring. The 17th Annual Citizen Academy was held over a 10-week period of time, from March 23rd to May 25th.

There were 16 citizens who attended, ranging in age from 16 to 68. The weeks included hands on training, demonstrations, and explanations of defense and

arrest tactics, booking procedures, telecommunication operations, drug testing, firearms instruction, shooting scenarios, and court room procedures. Also covered were specialized law enforcement divisions , such as ERT (SWAT), Dive Team, and K-9.

The academy concluded with a graduation ceremony that was at City Streets.



SPD Service Awards

Medal of Valor:

Officer Brandon Munnik



Presented to an Officer for an act of extraordinary bravery or heroism performed in the line of duty at imminent personal risk to life.

This award recognizes officers whose actions have gone above and beyond the call of duty, or an officer who has performed an act of bravery displaying extreme courage while knowingly facing imminent danger.

Officer of the Year Award:

Officer Dean Wendlandt



Presented to an officer for exemplary service to the community, performance and achievement above and beyond that which is required by an officer's basic assignment.

Civilian of the Year Award:

Betsy Theune



Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.



The Sheboygan Police Department Service Awards

Ceremony was held on Tuesday, March 8th, 2011, at Breaking Bread Banquet and Meeting Center. The Service Awards recipients were nominated by fellow officers, supervisors, and civilian co-workers.

They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men

and women...our

co-workers,

friends, and family members...did not ask

to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.

Meritorious Service Award:
*Detective Paul Olsen, Officers Michael Stelter & Brian Bastil
Officers Ryan Schmitt and Bruce Yang (not pictured)*



Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.

Life Saving Award:
Officers Michael Wynveen, Matthew Braesch and Sgt. Scott Reineke



Presented to sworn and/or non-sworn individuals for performing an act, through prompt and decisive action, under extraordinary circumstances, that saves or significantly prolongs the life of another.

Citizen's Distinguished Service Award:
James Klokow



Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.

The Sheboygan Police Department's 2011 Annual Report was created by Paula Haelfrisch, Administrative Assistant/Office Supervisor, Mary Danen, Records Specialist Clerk , and Cassandra Wohlgemuth, Court Services. New software was utilized to give the annual report its new look this year. Special thanks to Cassandra for her expertise in graphic design.

The end result of this year's annual report is the compilation of information submitted by all members of the Sheboygan Police Department and the leaders in our special units. Without contributions from all employees, our final product would not have contained such interesting information.

The Sheboygan Police Department website is: www.sheboyganpolice.com. This website is maintained and managed by Mary Danen, Records Specialist Clerk.

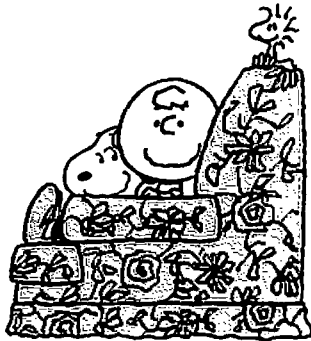


SHEBOYGAN POLICE DEPARTMENT

1315 N. 23rd Street, Suite 101
Sheboygan, WI 53081

920-459-3333 ph

www.sheboyganpolice.com



**Hallmark**

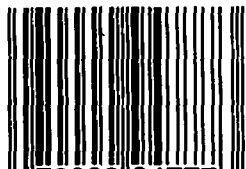


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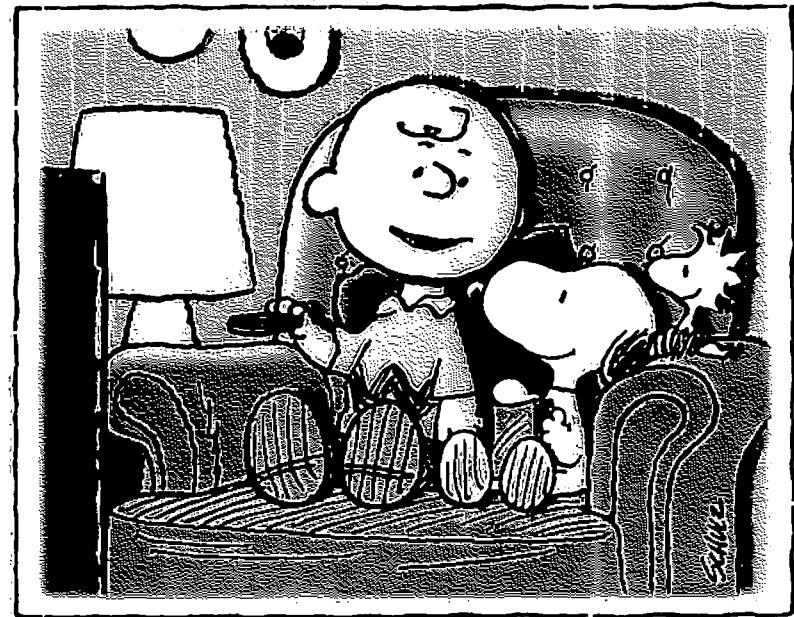
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Wouldn't it be nice
if' life were like a DVD...

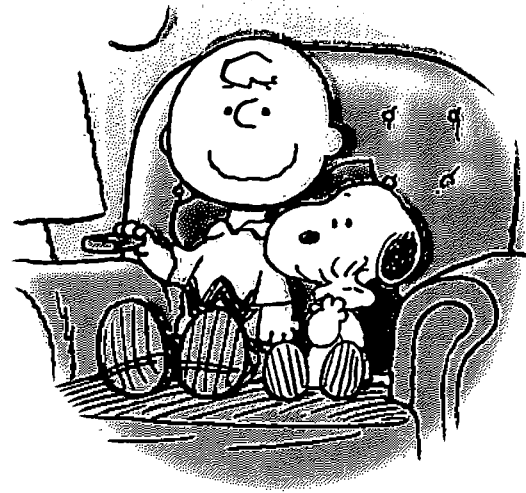
Feb. 24, 2012

Dear Mayor Ryan,

I am so sorry that you lost the election. My wife Diane and I were rooting for you all the way. You were, and are, the best person to lead Sheboygan. For what it's worth, I have dealt with several Mayors of Sheboygan over the years regarding projects relating to the Schuchardt Farm, and you have been the most straight forward, creative, and easiest to work with. It has been a pleasure working with you and your staff. We wish you and your wife Mary much success in all your future endeavors.

Sincerely,
John Schuchardt

And you could fast-forward
through crummy times!



Hang In There!

II

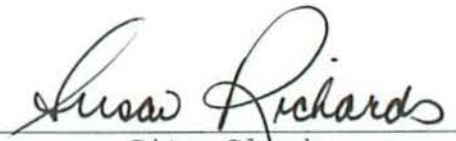
Other Matters

19-19

R. O. No. 331-11-12. By CITY CLERK. January 3, 2012.

Submitting a communication from Douglas Byerly requesting a marked handicapped spot in front of his home at 1028 Grand Ave. and there is great difficulty parking within 2 blocks of his home when North High School is in session.

~~PP+5.~~
file



City Clerk

01-01

→



158

Handwritten notes:

Richards, Sue

From: Doug Byerly [doughy123@yahoo.com]
Sent: Thursday, December 29, 2011 3:58 PM
To: Richards, Sue
Subject: Handicap parking space

City Clerks Office,

I am handicapped and have a problem with walking and falling. Recently I received a parking ticket because I couldn't get a space near my home. I can't afford tickets for the few times I can't get in my driveway. When North High School is in session there is no available parking for two blocks. I am requesting a Handicapped spot in front of my house on 1028 Grand Av, Sheboygan Wi 53083. Thank You for your time

Douglas Byerly
1028 Grand Av
920-960-0846.

II

3.1

R. O. No. 367 - 11- 12. By BUILDING INSPECTION DEPARTMENT.
February 20, 2012.

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

PP-5
Ac + File.


Building/Heating Inspector

CASH RECEIPTS

	<u>January 2011</u>	<u>January 2012</u>
Contractors Licenses	5,000.00	10,585.00
Building Permits	7,270.00	13,130.00
Projecting Sign Fees	0.00	0.00
Electrical Permit Fees	3,280.00	6,685.00
Heating Permit Fees	2,190.00	3,710.00
Sales Tax	1.26	.90
Plumbing Permit Fees	640.00	1,864.00
Sewer Permit Fees	0.00	.00
Occupancy Permit Fees	150.00	150.00
Board of Appeals	150.00	0.00
Misc. General Revenue	28.05	38.10
Plan Examining Fees	300.00	1,300.00
Code Books	0.00	0.00
State Stamps	0.00	0.00
Rooming House Permit Fees	0.00	0.00
Erosion Control Fees	0.00	0.00
Penalty Fees	0.00	41,175.00
Cash Over, Short or Refund	0.00	45.00-
Contractors Escrow	1,735.00	484.00-
Weight & Measure license	16,476.00	5,393.00
Clearwater Inspection Fees	0.00	960.00
	<hr/>	<hr/>
TOTAL:	37,220.31	84,462.00

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE						
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS						
NEW COMMERCIAL						
NEW MISC -NON RES.						
STORAGE BLDG -RES.		1		1,600.00		50.00
STORAGE BLDG - NON-RES						
ALT & ADD'NS -RES.	59	54	406,724.40	492,099.00	4,590.00	5,550.00
ALT & ADD'NS - NON-RES	7	9	195,200.00	909,900.00	2,030.00	6,680.00
WRECKING	1	1	450,000.00	650.00	500.00	50.00
MOVING						
SIGNS	2	7	14,000.00	21,425.00	100.00	700.00
FENCES/POOLS/DECKS/DRIVEWAYS		1		4,100.00		50.00
TANKS						
MISCELLANEOUS	1	1			50.00	50.00
TOTALS	70	74	1,065,924.40	1,429,774.00	7,270.00	13,130.00
PERMIT TYPES	#OF PERMITS					
ELECTRICAL	21	32	100,313.00	244,275.00	3,280.00	6,685.00
HEATING	30	45	118,205.28	188,717.25	2,190.00	3,710.00
PLUMBING	13	26			640.00	1,864.00
SEWER						
TOTALS	64	103	218,518.28	432,992.25	6,110.00	12,259.00
GRAND TOTALS OF THE ABOVE	134	177	1,284,442.68	1,862,766.25	13,380.00	25,389.00

II

3.3

R. O. No. 369- 11 - 12. By CITY CLERK. February 20, 2012.

Submitting a communication from Peggy Clutts stating that fact that she is upset about the garbage fees and being charged double because her home is listed as a two family property.

~~PP~~
45
File

Susan Richards
City Clerk

100



111

To Whom It May Concern:

I received my water bill in the mail and was shocked to see I was billed \$14.80 for a garbage fee. My bill is from 10/12/2011 thru 1/6/2012. So why would I be billed \$14.80? I called the water department who gave me a number to the city. I called them to be told that they couldn't answer my questions either. So I called the Mayor's office who told me to call my alderman. She took my name and number. Someone called me back from the city and told me that I would be charged \$14.80 a month because my home is listed as a two family house. She told me it didn't matter that I occupied the whole house. I was told to call the assessors office who told me to call the building inspector. Who told me to call I believe the name was a Mr. Biel's office. Which I did they told me they have had many complaints about the fees. She told me to call my alderman. I feel like know one cares and they are sending me around in circles.

I called my alderman who told me to write a letter. I don't understand why the city is punishing the owners of two family homes when it comes to the garbage fees. I have two city loans which I am very grateful for. My home has been inspected many times because of these loans. The city knows that I have been occupying my whole house. I have been doing this for 18 years. It just doesn't make sense to charge a property owner twice as much just because their home is listed as a two family. We don't have twice as much trash as someone who owns a one family home. I think there should be an exception to the rule of \$7.40 for each address. I feel if the owner lives in the whole house they should be charged the same as the owner of a one family house.

Maybe the city should come up with the same price for all property owners. Maybe go by how many water meters you have on your home. Just because you own a two family house doesn't mean you have more garbage. I only have two people in my home my mother and I. Also maybe the city should allow people to not have the city pick up their trash and let the people decide how to dispose of their trash and not pay the fees.

The economy in Sheboygan is not that great yet. I don't know where the city thinks everyone is going to get the money to pay these fees. Many of the citizens of Sheboygan are living on the same amount of money as they did last year. They don't raise and many are losing some of their benefits. So I don't understand where the city thinks everyone is suppose to find the money to pay these fees. I really feel sorry for the elderly who live on fixed incomes. Many people have cut back and don't have cable T.V. and other things so there isn't much more to cut back on.

Also what are these fees going to be used for? New equipment? No what I understand that it is going for a retirement fund.

FEB 13 '12 PM 4:33

I hope someone will answer some of my questions because I don't feel like I should pay for fees that I don't understand the way the city is billing people for them.

Thank You
Peggy Clutts
Peggy Clutts
1917 S. 14th Street
Sheboygan, WI 53081
Home Phone 457-5834

I am enclosing a copy of my water bill.

Sheboygan Water Utility

72 Park Avenue - Sheboygan WI 53081
Phone 920-459-3800

PEGGY A CLUTTS
1917 S 14TH ST

SHEBOYGAN, WI 53081

Due Date: 02/20/2012
Amount Due: 69.91
After Due Date Pay: 72.07
Customer Number: 73-213-00-00
Service Address: 1917 S 14TH ST



Amount Due
69.91

Amount Paid

PLEASE INCLUDE TOP PORTION WITH YOUR PAYMENT

Retain Bottom Portion For Your Records

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
Phone 920-459-3800

Account Number: 73-213-00-00
Customer Name: PEGGY A CLUTTS
Service Address: 1917 S 14TH ST
Due Date: 02/20/2012

Meter Detail Information

Service Dates		Meter Readings		Usage	Amount	Description
Previous	Current	Previous	Current	100/cf		
10/12/2011	01/06/2012	794	799	5		Water Usage Sewer Only Usage Sewer Deduct Usage

MUNICIPAL SERVICE CHARGES

WATER CHARGES	Meter Base Charge	10.50
	Water Usage Charge	5.75
	Sewer Only Meter Charge	5
	Sewer Deduct Meter Charge	
	Miscellaneous Water Charge	
	Additional Water Charge	
	Water Penalty	

SPECIAL NOTES:
This Bill includes New Sewer Rates and the New Garbage Fee.

PUBLIC FIRE PROTECTION

SEWER CHARGES**	Public Fire Protection	7.65
------------------------	------------------------	------

NEW Pay Online or by Phone! Visit www.SheboyganWater.org or call 1-877-885-7968 to make your payment. Customer is responsible for fees.

	Sewer Base Charge	23.51
	Sewer Usage Charge	7.70
	Miscellaneous Sewer Charge	
	Sewer Penalty	

NEW OFFICE HOURS as of November 1st, 2011
Monday - Thursday 7:30 - 4:00
Friday 7:30 - 2:30.

GARBAGE FEE**

	Garbage Fee	14.80
	Garbage Penalty	
	Current Charges	69.91
	Previous Balance	
	Payments	

	Account Balance	69.91
	Amount After Due Date:	72.07

****Note:** Charges are collected by Water Utility for City Public Works Department

III

6.12

Res. No. 137- 11 - 12. By Alderperson Bohren. February 6, 2012.

A RESOLUTION to temporarily make the intersections of N. 8th St. and Superior Ave. and also the intersection of N. 9th St. and Superior Ave. a four-way stop for approximately six weeks after which time the Department of Public Works will either recommend making these four-way stops permanent or have these two intersections remain signalized.

*P.W.
approve.*

James A. Bohren

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

4.1

Res. No. 140 - 11 - 12. By Alderperson Kittelson. February 20, 2012.

A RESOLUTION amending the city's bond schedule.

WHEREAS, §1-13(h) of the Municipal Code provides for the establishment and update of a bond schedule,

WHEREAS, the City adopted a bond schedule via Res. No. 287-05-06, and

WHEREAS, there is a need to amend the bond schedule to comport with the changes to forfeiture amounts in Chapter 66 of the Code.

NOW, THEREFORE BE IT RESOLVED: That the bond schedule adopted via Res. No. 287-05-06 pursuant to sec. 1-13(h), Sheboygan Municipal Code is hereby amended to provide that the deposit for all violations of Chapter 66 of the Sheboygan Municipal Code, except violations of Article III of said Chapter, shall be set at \$500 plus costs. No change is made to the bond schedule for violations of Article III of Chapter 66.

PPS
approve

Jean Kittelson

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

4.7

Res. No. 146-11-12. By Alderperson Bohren. February 20, 2012.

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

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with Ronald F. Roehl for the 2012 agricultural use of the 100 acre parcel in the William A. Hayssen Industrial Park.

*P. W.
approve.*

James A. Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and Ronald F. Roehl, N7606 Hwy. 42, Sheboygan, WI 53083, hereinafter referred to as "**LESSEE**."

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

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

[SEE ATTACHED LEGAL DESCRIPTION]

2. That the term of this lease shall be for the period from January 1, 2012 through December 31, 2012.

59024-342650/342660/
342700/342652/342730
& 342731

Parcel Ident No.

3. That the total rental rate for this parcel of land for 2012 shall be at the rate of sixty (\$60.00) dollars per acre, for a total of six thousand (\$6,000.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2012.

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

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

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

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

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

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

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

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

12. That prior to the planting of crops by the LESSEE, LESSOR may remove from the total acreage leased any part thereof upon written notice to LESSEE, and LESSOR shall not pay any damages for such taking of property from the LESSEE, and during the crop season, LESSOR may remove from the total acreage leased to LESSEE any part thereof upon written notice to LESSEE, and LESSOR shall pay damages to LESSEE. Said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease.

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

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

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

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

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

Dated this ____ day of _____, 2012.

LESSEE

BY:

Ronald F. Roehl

Dated this ____ day of _____, 2012.

CITY OF SHEBOYGAN (LESSOR)

BY:

Robert Ryan
Mayor

ATTEST:

Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this _____
day of _____, 2012.

Stephen G. McLean
City Attorney

This document is authorized by and in accordance with Res. No.
11-12.

EXHIBIT A

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, T15N, R23E, Sheboygan County, Wisconsin, except that part thereof described as Lot 1 of a certified survey map recorded for record in Volume 7 of Certified Survey Maps on page 209 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

ALSO

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, T15N, R23E, Sheboygan County, Wisconsin.

ALSO

The E $\frac{3}{8}$ of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 6, T15N, R23E, containing 31.09 acres of land more or less, EXCEPTING therefrom the property described as follows: Commencing at the northeast corner of Section 6, T15N, R23E; thence S. 89°-56'-19" W. along the north line of the NE $\frac{1}{4}$ of said Section 6 a distance of 1344.21 feet to the northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6, also being point of beginning; thence from said point of beginning, continuing S. 89°-56'-19" W. along the north line of the NE $\frac{1}{4}$ of said Section 6 a distance of 243.05'; thence S. 0°-56'-25" W. a distance of 889.40' to a one-inch pipe set; thence N. 89°-56'-19" E. a distance of 265.45' to a one-inch iron pipe set on the east line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6; thence N. 0°-30'-12" W. along the east line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6 a distance of 889.20' to the point of beginning and containing 5.1900 acres of land including therein the north 33' lying in the right-of-way of Playbird Road.

EXCEPTING THEREFROM

A parcel of land being part of those lands described in Volume 1082 Pages 836-937 of Sheboygan County Registry, located in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin containing 1.98 acres of land and described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 6; Thence North 02°43'39" West, 1,881.38 feet along the East line of the Northeast $\frac{1}{4}$ of Section 6; Thence South 87°16'21" West, 60.00 feet to the Point of Beginning; Thence North 46°15'33" West, 275.86 feet; Thence North 02°43'39" West, 250.00 feet; Thence North 40°48'13" East, 275.86 feet to the West Right-of-Way line of CTH "Y"; Thence South 02°43'39" East, 850.00 feet along said West Right-of-Way line to the Point of beginning.

ALSO EXCEPTING THEREFROM

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

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

III

4.8

Res. No. 147- 11 - 12. By Alderperson Hammond. February 20, 2012.

A RESOLUTION authorizing the appropriate City officials to execute a Personal Property Sales Agreement for purchase of 10 Capstone Microturbines and related equipment from Wisconsin Power and Light Company.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Personal Property Sales Agreement between the City and Wisconsin Power and Light Company for the purchase of the 10 30kW Capstone Microturbines and related equipment located at the Wastewater Treatment Plant, 3333 Lakeshore Drive, Sheboygan, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized and directed to draw on the Improvements Other Than Buildings Account No. 60138300-631100 in payment for said purchase.

James A. Boha

*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

PERSONAL PROPERTY (GENERAL) SALES AGREEMENT

This Agreement is made and entered into this 31st day of August, 2011, by and between **WISCONSIN POWER AND LIGHT COMPANY**, hereinafter referred to as the "Seller" and City of Sheboygan, Wisconsin, at its facilities at 3333 Lakeshore Drive, Sheboygan, Wisconsin, hereinafter referred to as "Buyer."

1. PURCHASE AND SALE OF PERSONAL PROPERTY

Seller, in consideration of the prices set forth in Schedule B of this Agreement plus applicable Wisconsin Sales tax and the following mutual promises, the receipt and sufficiency of which is hereby acknowledged, hereby sells, conveys, and transfers to Buyer the personal property, fixtures and equipment as described in the Bill of Sale, a copy of which is attached hereto and incorporated herein by this reference (hereinafter the "Personal Property").

2. TITLE AND RISK OF LOSS

Title to any Personal Property sold, along with all risk of loss, destruction, and damage, shall pass to Buyer upon the Buyer taking possession on the date of the Bill of Sale.

3. ACCEPTANCE OF PROPERTY

Buyer acknowledges that the loading of the property either in its container or on vehicle(s) constitutes acceptance of the Personal Property and that prior to said acceptance it has had ample opportunity to inspect the Personal Property, has made such inspections as it desires, and that such purchase is made solely in reliance upon such inspection. **Buyer accepts the Personal Property "AS-IS/WHERE IS" with all faults and with no guarantees or warranties.**

4. TITLE TO PERSONAL PROPERTY/WARRANTY

Seller warrants that it has good and unencumbered title to the Personal Property sold under this Agreement and will assign to Buyer any right under any manufacturer's warranties that may remain on said property to the extent such rights are assignable, but without any representation or warranty that may be conferred as a result of the assignment. Seller expressly disclaims all other representations or warranties. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

5. ENVIRONMENTAL ISSUES

If the Personal Property sold contains hazardous substances, Buyer expressly agrees to comply with the terms and conditions set forth in Schedule A of this Agreement.

6. RELEASE AND INDEMNIFICATION

Upon acceptance of the Personal Property as described in Section 3 herein, Buyer does hereby release Seller, Seller's officers, directors, employees and agents and agrees to indemnify, save harmless and defend Seller, its employees and agents from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, suits, causes of action and the costs and expenses incident thereto (including, without limitation, costs of defense, settlement and reasonable attorneys' fees) which Seller, its employees

or its agents may incur, become responsible for, or pay out as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment or any violation of law arising directly or indirectly out of or in connection with Buyer's use of or disposition of the Personal Property. Buyer also agrees to indemnify Seller as set forth in Schedule A of this Agreement.

IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS OR LOSS OF ANTICIPATED PROFIT OR REVENUE.

7. PERMITS

Buyer agrees to assume responsibility for any and all permits, licenses, or authority required by any statute, ordinance, regulation or any other applicable law in connection with ownership, use or subsequent sale of any part or item of the Personal Property conveyed to Buyer. Buyer agrees to indemnify and hold harmless Seller from and against any and all liability, cost or expenses, including attorneys' fees, which Seller may suffer as a result of Buyer's failure to comply with all applicable federal, state or local laws, rules, regulations and/or ordinances, including, but not limited to, all requirements of state or federal environmental protection agencies.

8. INSURANCE

The Buyer may be allowed to self-insure under this Agreement for protection of the Seller pursuant to the foregoing indemnities. The Buyer shall provide proof of financial responsibility for the foregoing indemnities if requested by the Seller.

9. TAXES

Buyer shall be responsible for remitting all out-of-state use tax, if any, to the appropriate taxing authorities.

10. NOTICES

All notices given hereunder shall be mailed or delivered to:

BUYER:

CITY OF SHEBOYGAN
(Name, title, and address)

SELLER:

WISCONSIN POWER AND LIGHT COMPANY
Jeanine A. Penticoff
Director- Energy Efficiency, Account Management and
Economic Development
4902 North Biltmore Lane
Madison, WI 53718

11. GOVERNING LAW

Any claims, disputes or other controversies arising out of, or relating to, this Agreement shall initially be submitted to a senior executive from each party for resolution by mutual agreement between the parties. Any mutual determination by the senior executives shall be final and binding upon the parties.

Should the senior executives fail to arrive at a mutual decision as to the controversy within thirty (30) calendar days, then such controversy shall be submitted to a third party mediator, such mediation to be administered in accordance with the procedures established by the American Arbitration Association (“AAA”) under its Commercial Mediation Rules.

Buyer and Seller shall share equally the compensation and expenses of the mediator as well as all fees and expenses imposed associated with transcripts, hearing room rentals, filing fees and administrative costs. Buyer and Seller shall be responsible for their own costs and legal fees, if any.

Should mediation not resolve the matter between the parties within thirty (30) calendar days of submission to mediation, either party may litigate the controversy in the appropriate court. This Agreement shall be governed by the laws of the state of Wisconsin with venue lying in Sheboygan County, Wisconsin.

12. ENTIRE AGREEMENT

This Agreement and the attached Schedules constitute the entire Agreement between the parties hereto with respect to the Sale of the Personal Property and this Agreement supercedes any and all previous understandings, oral and written, with respect thereto. This Agreement may be amended only by written instrument signed by the parties hereto.

13. CONTRACT DOCUMENTS

The following documents are part of this Agreement.

Bill of Sale

Schedule A - Special Terms and Conditions for Property Containing Hazardous Substances

Schedule B - Price Schedule

14. SUCCESSORS AND ASSIGNS

This Agreement shall be binding and inure to the benefit of the parties hereto and their successors and assigns.

15. COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES

This Agreement may be executed in counterparts, each of which when executed by the requisite parties shall be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the

executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, receipt of an exact copy hereof being acknowledged by Buyer, on the date hereinabove stated.

By: BUYER
City of Sheboygan

Title: _____
(Print Name)

**WISCONSIN POWER AND
LIGHT COMPANY**

By: _____
Jeanine A. Penticoff

Title: Director- Energy Efficiency, Account
Management and Economic Development

**SCHEDULE A
SPECIAL TERMS AND CONDITIONS FOR
PROPERTY CONTAINING HAZARDOUS SUBSTANCES**

As used herein, "Hazardous Substances" means and includes asbestos or any substance containing asbestos, polychlorinated biphenyl's (PCBs), any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste under any Hazardous Material Laws. "Hazardous Material Laws" means and includes any present local, state or federal law relating to public health, safety or the environment including without limitation, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Clean Air Act, as amended, 42 U.S.C. §7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq., the Clean Water Act, 33 U.S.C. §1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Occupational Safety and Health Act, 29 U.S.C. §655 et seq., and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereunder.

Buyer agrees to comply with all Hazardous Material Laws and any state and local laws, rules, regulations and ordinances, including, but not limited to all requirements of state or local environmental protection agencies, that relate to any Hazardous Substances contained within the property conveyed herein.

In addition to the indemnity provisions as set forth in Section 6 of the Agreement, Buyer agrees to indemnify, save harmless and defend Seller and its officers, directors, employees and agents from and against any and all liabilities, damages, claims, penalties, demands, fines, forfeitures, suits, causes of action, and the costs and expenses incident thereto (including, without limitation, costs of defense, settlement, reasonable attorneys' and expert fees, any decrease in the value of any premises, buildings or other improvements upon the premises of which they are a part, and any diminution in the value of same) which Seller, its employees or its agents may incur, become responsible for, or pay out as a result of any violation of Hazardous Material Laws arising out of, resulting from or relating to the operations, actions, inactions, or delays in acting of Buyer or Buyer's employees or subcontractors which cause or create pollution, contamination or adverse effects on the environment, due to, but not limited to, the disposal, discharge, escape, dispersal, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or Hazardous Substances as defined above, into the atmosphere, or on, onto, in or into the surface or subsurface of soil, groundwaters, or surface waters. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, specifically including costs incurred pursuant to the CERCLA.

**SCHEDULE B
PRICE SCHEDULE**

Seller agrees to sell to Buyer and Buyer agrees to purchase the parallel generation equipment located at 3333 Lakeshore Drive, Sheboygan, Wisconsin, specifically: Ten (10) 30 kW Capstone Microturbines, Two (2) Cain heat exchangers, exhaust manifolds to connect turbine exhaust stacks to the heat exchangers, One (1) gas treatment system with moisture knock out, gas compression, and carbon filtration for siloxane removal for the sum of ninety-eight thousand five hundred and ninety-five (\$98,595.00). As further consideration of this sale, Buyer agrees to allow Wisconsin Power and Light Company technician's full access without charge or fee to the Utility Protective relay for confirmation or modification of the Utility Protective Relay settings for future continuous parallel generation with the Wisconsin Power and Light Company distribution system.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Wisconsin Power and Light Company, a Wisconsin corporation, ("Seller"), for and in consideration of the sum of **ninety-eight thousand five hundred and ninety-five (\$98,595.00)** and other good and valuable consideration to it paid by **City of Sheboygan** ("Buyer"), has bargained, sold, granted, transferred, assigned, conveyed, and delivered to Buyer, its successors and assigns, the following described personal property, fixtures and equipment heretofore owned by Seller (collectively the "Personal Property"), **AS- IS WHERE-IS**:

All parallel generation equipment located at 3333 Lakeshore Drive, Sheboygan, Wisconsin, specifically: Ten (10) 30 kW Capstone Micro turbines, Two (2) Cain heat exchangers, exhaust manifolds to connect turbine exhaust stacks to the heat exchangers, One (1) gas treatment system with moisture knock out, gas compression, and carbon filtration for siloxane removal.

Terms and conditions for the Personal Property sold under this Bill of Sale are more particularly described in the Personal Property (General) Sales Agreement dated the ____ day of _____, 2012 between Seller and Buyer.

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns forever.

IN WITNESS WHEREOF, Seller, has caused these presents to be executed by its proper officers this _____, of _____, 2012.

SELLER

BY _____
Jeanine Penticoff

Witness

III

4.9

Res. No. 148 - 11 - 12. By Alderpersons Dekker, VanderWeele and Kittelson.
February 20, 2012.

A RESOLUTION authorizing exercising the City's option to repurchase certain lands in the Sheboygan Business Center.

WHEREAS, the City sold 2.14 acres of land in the Sheboygan Business Center to Progressive Beginnings, LLC in June 2008, being Tax Parcel No. 59281470933; and

WHEREAS, the current owner no longer intends to move forward with its building project on the property and has requested the City to repurchase the property.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to repurchase Tax Parcel No. 59281470933 at the original price of \$47,080.

BE IT FURTHER RESOLVED: That the Finance Department is authorized to draw on the Industrial Park Fund, Acct. No. 40761100-611100 in payment of same.

Jodi VanderWeele

*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

III

Other matters

8.1

Res. No. 150 - 11 - 12. By Alderperson Bohren. February 20, 2012.

A RESOLUTION authorizing the appropriate City Officials to enter into agreement with Unison Solutions, Inc. Dubuque IA, for the purchase of a Capstone Turbine Factory Protection Plan - End User Agreement for the Wastewater Treatment Plant.

WHEREAS, the Capstone Turbine Factory Protection Plan - End User Agreement would be a 9 year agreement with an annual cost of approximately \$27,327.

RESOLVED: That the appropriate City Officials are hereby authorized and directed to enter into an agreement with Unison Solutions, Inc. Dubuque IA, for the purchase of a Capstone Turbine Factory Protection Plan - End User Agreement for the Wastewater Treatment Plant at an annual cost of approximately \$27,327 in payment of same from the Wastewater Treatment Plant Replacement Cost Center 60138300-524115.

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



2/06/12

City of Sheboygan
Attn: Dale Doerr
3333 Lakeshore Drive
Sheboygan, WI 53081

Dale,

Enclosed please find (2) (correct) copies of the Capstone Turbine Factory Protection Plan – End User Agreement between the City of Sheboygan and Unison Solutions, Inc. Please review the agreement, sign both copies and retain (1) copy for your records and return (1) copy to Unison Solutions, Inc. in the enclosed envelope.

I also included duplicate invoices for the first 3 quarters of this agreement, which were also sent with the first set of contracts..

Thank you,

Jennifer Helle
Unison Solutions, Inc.



Unison Solutions, Inc
 5451 Chavenelle Rd • Dubuque • IA52002 • USA
 Phone: (563) 585-0967 • Fax: (563) 585-0970
 Web: www.unisonsolutions.com

CAPSTONE TURBINE FACTORY PROTECTION PLAN – END USER AGREEMENT

AGREEMENT NUMBER UNI-12-0100		AGREEMENT EXECUTION DATE 8/1/2011	
PURCHASER COMPANY NAME (BILL-TO) City of Sheboygan		PURCHASER CONTACT NAME (BILL-TO) Dale Doerr	PHONE NUMBER (920) 459-3464
ADDRESS (BILL-TO) 3333 Lakeshore Dr Sheboygan, WI 53081			
NAME (SITE CONTACT) Dale Doerr		COMPANY (SITE CONTACT) City of Sheboygan	PHONE NUMBER (920) 459-3464
ADDRESS (TURBINE LOCATION) Sheboygan WWTP 3333 Lakeshore Dr Sheboygan, WI 53081			
TOTAL NUMBER OF: Turbines: 2 Gas Packs/Air Packs: Copeland FGBs:			

A. Factory Protection Plan Types and Optional Services

FACTORY PROTECTION PLAN TYPE ¹		PRICE
<input type="checkbox"/> Plan A – 5 year or 39,999 trh, ² Parts ONLY, NO Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input type="checkbox"/> Plan B – 5 year or 39,999 trh, Parts & Labor, NO Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input checked="" type="checkbox"/> Plan C – 9 year or 79,999 trh, Parts ONLY, with Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input checked="" type="checkbox"/> >6000 hrs/yr	\$245,940.00
<input type="checkbox"/> Plan D – 9 year or 79,999 trh, Parts & Labor, with Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input type="checkbox"/> Other – Description: (See also checked items in column "OTHER" in Section B below.)		\$
OPTIONAL SERVICES		PRICE
<input type="checkbox"/> CSN – Capstone Service Network Remote Monitoring Service, Subscription ONLY³		\$
<input type="checkbox"/> Upgrades – Description:		\$
<input type="checkbox"/> Commissioning or <input type="checkbox"/> Re-commissioning		\$
<input type="checkbox"/> Other – Description:		\$

¹ See Section B below for description of included services for each type of Factory Protection Plan.
² Turbine run hours (trh)
³ CSN Remote Monitoring equipment must be purchased separately.



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 Web: www.unisonsolutions.com

CAPSTONE TURBINE FACTORY PROTECTION PLAN – END USER AGREEMENT

TOTAL PRICE	\$245,940.00
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B. Description of Factory Protection Plan Services

FACTORY PROTECTION PLAN INCLUDED SERVICES	PLAN A	PLAN B	PLAN C	PLAN D	OTHER
Maintenance Parts:					
➤ Scheduled maintenance parts as needed pursuant to the then current Capstone Standard Maintenance Schedule (Capstone document number 440000 for Model C30 or Model C60, or Capstone User Manual for Model C65 or C200).	✓	✓	✓	✓	<input type="checkbox"/>
➤ Unscheduled maintenance parts as needed, including:					
• Engine assembly (Engine/Generator)	✓	✓	✓	✓	<input type="checkbox"/>
• All power electronics components	✓	✓	✓	✓	<input type="checkbox"/>
• All fuel system components	✓	✓	✓	✓	<input type="checkbox"/>
• Optional/Accessory equipment (if installed)					
- Main battery pack	✓	✓	✓	✓	<input type="checkbox"/>
- Heat Recovery Module (HRM) coil	✓	✓	✓	✓	<input type="checkbox"/>
- Advanced Power Server (APS)	✓	✓	✓	✓	<input type="checkbox"/>
- Dual Mode Controller (DMC)	✓	✓	✓	✓	<input type="checkbox"/>
- External Fuel Filter	✓	✓	✓	✓	<input type="checkbox"/>
- External Regulator	✓	✓	✓	✓	<input type="checkbox"/>
Maintenance Labor:⁴					
➤ Scheduled maintenance labor.	No	✓	No	✓	<input type="checkbox"/>
➤ Unscheduled maintenance labor.	No	✓	No	✓	<input type="checkbox"/>
Engine Overhaul at 40,000 trh	No	No	✓	✓	<input type="checkbox"/>
Additional Services:					
➤ Access to Capstone's/Unison's Call Center, including 24/7 access to Technical Support.	✓	✓	✓	✓	<input type="checkbox"/>
➤ Priority response to unscheduled maintenance service requests.	No	✓	No	✓	<input type="checkbox"/>
➤ System software upgrades as released by Capstone.	✓	✓	✓	✓	<input type="checkbox"/>

⁴ Normal Unison service hours are 7:00 am to 5:00 pm.



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➤ Installation of system software upgrades.	No	✓	No	✓	<input type="checkbox"/>
➤ Other – Description:					<input type="checkbox"/>

C. Service Conditions

1. Sites must be clean, free of debris and any other obstructions, well lit, and operating in an environment that will not cause excessive usage, or need for replacement, of consumables and filters outside the parameters of Capstone's standard service intervals.
2. Sites must be installed in accordance with all Capstone installation requirements.
3. Sites must be commissioned in accordance with Capstone specifications and Capstone must have an approved Commissioning Checklist on file.
4. Owner shall retain title to all hardware Unison designates to be scrap. Unison shall provide a list of approved disposal providers as necessary.
- ~~5. If CSN is checked in Section A above, then Purchaser is responsible for providing Capstone with an internet connection for CSN starting on the Start of Services Date and terminating on the End of Services Date (see Section D below).~~

D. Term of Agreement

1. **Start of Services:** The Agreement and Services shall commence Upon the Date of Commissioning, which shall occur no later than; or Agreement Execution Date.
2. **End of Services:** The Agreement and Services shall expire 5 years from Start of Services or 39,999 trh, whichever comes first; or 9 years from Start of Services or 79,999 trh, whichever comes first; or Other (specify: _____).

E. Payment Terms

1. Payment for the Service Agreement will be made in equal Annual or Other (specify: quarterly) installments of \$6,831.67. The first installment is due upon the Start of Services Date (see Section D above). The remaining installments will be due 30 days prior to each succeeding Anniversary (Annual or Other, whichever is specified in the first sentence of this paragraph) of the Start of Services Date.
2. Unison reserves the right to add a fuel surcharge fee in the event that gasoline prices exceed \$4.00 per gallon on any service visit.
3. Unless otherwise provided for in the payment descriptions above, payments for Services are due 30 calendar days from date of invoicing, are stated in U.S. dollars and include any fees, licenses and permits required for the performance of the Services, and exclude sales and other taxes.
4. Overdue payments shall be subject to a late charge, calculated from the date of invoice to the date of payment, equal to the lesser of 1.5% per month or the highest applicable rate allowed by law. The foregoing shall in no way limit any other remedy that may be available to Unison.



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CAPSTONE TURBINE FACTORY PROTECTION PLAN – END USER AGREEMENT

5. Purchaser's obligations to Unison to pay in full all amounts owed to Unison as of the termination or expiration of this Agreement shall survive the termination for any reason or expiration of this Agreement.
6. Unison may adjust pricing for the services provided hereunder upon written notice to Purchaser should the total Consumer Price Index (CPI) exceed 3% in any given year.

F. Excluded Services

The following are specifically excluded from the Agreement:

1. Changes to the original design and configuration (alterations from "as commissioned").
2. Application engineering and installation; correction of latent or discovered defects or equipment failure due to application engineering, installation, settings and/or connections.
3. Operation of Covered Equipment on a day-to-day basis.
4. Emissions testing or testing of exhaust gas.
5. Fuel analysis or laboratory analysis to confirm fuel composition.
6. Operator classroom training.
7. Operation of the Covered Equipment outside of Capstone's standard operating guidelines defined in the Capstone User Manual.
8. City, state, and/or federal permits, rebates, or incentive applications or filings.
9. Any services requested by Purchaser which are determined, in Unison's sole discretion, to be outside the scope of this Agreement.
10. Balance of plant equipment: Unison will provide Services for the Covered Equipment listed in Exhibit 1 only, as may be amended by the parties from time to time in writing.
- ~~11. Using the CSN, Capstone may provide remote monitoring service diagnostics as a courtesy to the customer. The CSN equipment is capable of monitoring additional Balance of Plant equipment (i.e., anything outside of the housing and not included in the definition of "Covered Equipment" set forth below) which may impact the successful operation of the Covered Equipment under this Agreement. Under no circumstances is Capstone obligated to provide any Services for Balance of Plant equipment or any other equipment that is not listed as Covered Equipment.~~
12. Internet connection, service, maintenance, or hardware related fees.



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CAPSTONE TURBINE FACTORY PROTECTION PLAN – END USER AGREEMENT

Pursuant to this Services Agreement (the "Agreement"), Purchaser hereby authorizes Unison Solutions, Inc ("Unison") to provide the services described above (the "Services"), including the provision of any necessary parts (the "Parts"), on the Capstone Turbine generator systems, controls and/or accessories identified above (the "Covered Equipment") in accordance with and subject to the terms and conditions described above and on the pages attached hereto.

1. **Price of the Services, Payment Terms and Scope of Services.** The price, payment terms and scope of services for each of the Services (the "Scope of Services") are set forth on the cover pages of this Agreement. If repairs or additional labor outside of the applicable Scope of Services are determined to be necessary and the required repairs are authorized by Purchaser, then (i) additional labor and other costs and expenses will be billed by Unison to Purchaser at the then effective Unison Factory Protection Plan Service Flat Rate Schedule and the then effective Unison Factory Service Rates, as such terms and provisions are revised by Unison from time to time, and (ii) Parts will be billed at the then prevailing Capstone List Price, and (iii) mobilization costs and expenses will be without charge so long as the labor is performed at the same time scheduled maintenance is performed. If labor is not performed at the same time of scheduled maintenance, mobilization charges will be as described in Unison's Factory Service Rates.

2. **Term.** This Agreement shall continue in effect for the term indicated in Section D of this Agreement unless Unison terminates this Agreement by delivering to Purchaser written notice in the event of: (i) Purchaser's breach of any material term or condition of this Agreement; or (ii) Purchaser's failure to pay when due any amount owed by Purchaser to Unison under any agreement with Unison. If Purchaser fails to pay when due any amount owed by Purchaser to Unison and this Agreement is not terminated immediately by Unison, Unison may delay or cease performance of Services under this Agreement until payment in full is received or other payment arrangements are agreed to, at Unison's sole discretion. The foregoing does not limit or restrict in any way Unison's right to terminate this Agreement at any

time following an event described in this Section. In the event of a termination by Unison, Purchaser will forfeit all amounts paid at the time of termination.

3. **Unison's Services; Warranty.** Unison agrees that it will comply with applicable laws and regulations relating to its provision of the Services and such Services will be provided in a professional and workmanlike manner consistent with the applicable Scope of Services and with generally accepted industry standards and practices with regard to the type of services provided hereunder. Unison provides the warranties with respect to Parts and labor provided by Unison for the applicable Covered Product (the "Service-Related Warranties"). Notwithstanding any term contained in a Service-Related Warranty or this Agreement to the contrary, any and all Service-Related Warranties expire upon the completion of the Services.

4. **Purchaser's Representations.** Purchaser represents, warrants, and covenants that: (i) it has the right, power, and authority to enter into this Agreement and to perform fully its obligations hereunder; (ii) the making of this Agreement does not violate any agreement existing between it and any other person or entity; (iii) it has obtained or will obtain all licenses and permits necessary for Unison to perform the Services; (iv) all information provided by Purchaser to Unison related to the Services and its ability to pay for the Services is complete and accurate; (v) it will arrange for Unison's access to the facilities where the Covered Equipment is located as needed to perform the Services; and (vi) it will perform all of its obligations under this Agreement to the reasonable satisfaction of Unison.

5. **Purchaser's Obligations.** In addition to all other obligations stated in this Agreement, when



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CAPSTONE TURBINE FACTORY PROTECTION PLAN – END USER AGREEMENT

requested, Purchaser shall provide Unison with: (i) records and information concerning the Covered Equipment; and (ii) any special tools or instruments needed for the Covered Equipment which Purchaser already possesses. Purchaser shall designate an authorized representative who shall be available to Unison at all times while Unison is performing the Services on Purchaser's premises. Purchaser agrees that the Scope of Services excludes all trade labor work and any supervision, management or regulation of Purchaser's employees, agents or contractors and work related thereto, and it does not include responsibility for planning, scheduling, monitoring or management of the work to be performed by Purchaser. Purchaser agrees that any written or oral reports and advice provided by Unison to Purchaser in connection with the provision of Services shall be utilized solely by Purchaser and shall not be used or conveyed by Purchaser to any third party.

6. Disclaimer. EXCEPT AS SET FORTH IN SECTION 3, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY ARE GIVEN FOR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

7. Limitation of Liability in General.

7.1 THE EXCLUSIVE REMEDY OF PURCHASER UNDER THIS AGREEMENT SHALL BE THE: CORRECTION OF NON-CONFORMITIES OF SERVICES; THE CORRECTION OF NON-CONFORMITIES OF PARTS; OR AS OTHERWISE PROVIDED IN THE SERVICE-RELATED WARRANTY.

7.2 Independent of, severable from, and to be enforced independently of any other enforceable provision of this Agreement, UNISON SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR LOST GOODWILL, LOST PROFITS, LOST

BUSINESS, COST OF COVER OR OTHER INDIRECT ECONOMIC DAMAGES, AND FURTHER INCLUDING INJURY TO PROPERTY, WHETHER SUCH CLAIM IS BASED ON THEORIES OF CONTRACT, UNISON'S NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY), AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO ANY NON-CONFORMANCE OF OR NON-CONFORMITY OR DEFICIENCY IN THE SERVICES OR PARTS, REGARDLESS OF WHETHER UNISON WAS HAD REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. Purchaser shall indemnify, defend and hold Unison harmless from and against all costs, fees (including attorneys' fees), losses, liabilities and expenses related to any personal injury, damage, or death related to Purchaser's improper use or operation of the Covered Equipment, including, without limitation, those costs, losses, liabilities and expenses resulting from any product liability claim, to the extent such claim involves improper use or operation of the Covered Equipment.

7.3 The limitations of Unison's obligations and Purchaser's remedies, as provided for in this Section, shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising this Agreement or any other document issued by Purchaser hereto or in any conflicting or inconsistent statement made by any representative of Unison, except to the extent that such provision or statement further limits Unison's liability.

7.4 The rights, remedies and obligations of the Parties set forth in this Agreement, together with the attached exhibits, are the exclusive rights, remedies and obligations of the Parties hereunder and are in lieu of any other right, remedy, or obligation available at law or in equity.

8. Dispute Resolution. All disputes and claims arising out of this Agreement or any document referenced herein shall be settled by arbitration in Dubuque, Iowa by a panel of three arbitrators under



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CAPSTONE TURBINE FACTORY PROTECTION PLAN – END USER AGREEMENT

the commercial arbitration rules of the American Arbitration Association or the Judicial Arbitration and Mediation Service. Such arbitration shall be conducted by three (3) arbitrators, one (1) chosen promptly by Unison, one (1) chosen promptly by Purchaser and one (1) neutral arbitrator, selected by the first two arbitrators. The award of the arbitrators shall be final and binding and the parties consent to the exclusive jurisdiction of any federal or state court in Dubuque County, Iowa for purposes of enforcing any decision of the arbitration panel. The Parties agree that the prevailing Party in an arbitration proceeding shall be entitled to recover its reasonable attorneys' fees and expenses such prevailing Party incurred.

9. Confidential Information, Intellectual Property Rights. Purchaser shall not, directly or indirectly, modify or disassemble for the purpose of reverse engineering any Covered Equipment or components thereof. All intellectual property rights and confidential information relating to the Covered Equipment, and any information provided by Capstone/Unison to Purchaser under this Agreement, shall remain the sole property of Capstone/Unison. To the extent that the Parties have entered into a nondisclosure agreement ("NDA"), the terms of such NDA are incorporated into this Agreement. Purchaser's obligations related to confidentiality shall remain in effect and continue to bind Purchaser for five (5) years after the expiration or termination of this Agreement and Purchaser's obligation to maintain the secrecy of Capstone's/Unison's trade secret information shall continue for so long as such information is entitled to trade secret protection under California law. Purchaser acknowledges that a breach of its confidentiality obligations will cause irreparable damage and monetary damages are an inadequate remedy. In the event of a breach or threatened breach of the confidentiality obligations or any violation of Capstone's/Unison's intellectual property rights, Capstone/Unison shall be entitled to temporary and permanent injunctive relief for the protection of its confidential information and intellectual property rights without posting a bond and without having to prove any actual damages.

10. Miscellaneous.

10.1 Governing Law. This Agreement is governed by the laws of the State of Iowa (as such laws are applied to contracts made and performed entirely within Iowa, without regard to Iowa's conflicts of laws provisions) and federal laws applicable to patents and trademarks.

10.2 Survival. All provisions of this Agreement will survive its termination to the fullest extent necessary to give the Parties the full benefit of the bargain expressed in this Agreement. Notwithstanding the foregoing, Purchaser agrees that upon completion of the Services, any and all Service-Related Warranties shall expire as of such date.

10.3 Assignment. This Agreement may not be assigned by Purchaser without the prior written consent of Unison. Unison may assign this Agreement to an entity wholly-owned by Unison without the consent of Purchaser.

10.4 Severability. If any provision of this Agreement or the terms and conditions set forth herein is declared or found to be illegal, unenforceable, or void, the remaining provisions of this Agreement shall remain in full force and effect, subject to the immediately following provisions. In the event any provision of this Agreement is declared or found to be illegal, unenforceable or void, the Parties agree to negotiate in good faith a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of the Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then such remainder will be enforced to the extent permitted by law.

10.5 Independent Review and Advice. Each Party has full knowledge of the contents of this Agreement, its legal consequences and any and all rights which each may have with respect to one another. Each Party has had the opportunity to receive independent legal advice with respect to this Agreement and each Party enters into this Agreement of its own free will. The Parties



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CAPSTONE TURBINE FACTORY PROTECTION PLAN – END USER AGREEMENT

expressly agree that there are no expectations contrary to the Agreement and no usage of trade or regular practice in the industry shall be used to modify any of the terms and provisions of the Agreement.

10.6 Entire and Sole Agreement. This Agreement constitutes the complete agreement with respect to the Services and supersedes all prior or contemporaneous proposals, agreements, representations, discussions and literature, written or oral, concerning the Services. This Agreement is not intended to change or alter any of the rights, duties, obligations, liabilities or limitations set forth in any other agreements between the Parties. The Parties' obligations with respect to confidential information reverse engineering and/or trade secrets shall be governed by, if applicable, the Direct Sales Agreement, the End User License, or any confidentiality agreements the Parties have entered into.

10.7 Amendments. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.

10.8 Force Majeure. Each Party's performance shall be suspended (other than the obligation to pay monies due) for so long as such performance is hindered by events beyond its reasonable control ("Force Majeure"), such as, but not limited to, riots, labor disputes of a general nature, national or civil wars, insurrections, rebellions, terrorist acts, embargoes, civil disturbances, earthquakes,


dispositions or orders of governmental authority, acts of civil or military authority, fires, strikes, delays in transportation, inability to obtain necessary labor, manufacturing facilities or materials from usual sources and acts of God. Any delays resulting from a Force Majeure shall extend the time for performance correspondingly. If a failure to perform results from a governmental law, rule, regulation, disposition or order and the affected Party is unable to perform, after making reasonable efforts to comply, the matter shall be deemed a Force Majeure.

10.9 No Third Party Beneficiaries. None of the terms of this Agreement are intended to confer to or benefit any person or entity other than the Parties to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

10.10 Waiver. No waiver by either Party of any term contained herein (or any breach thereof) shall be effective unless it is in writing executed by the party waiving such term (or any breach thereof). No waiver shall be deemed or construed as a further or continuing waiver of any such term (or any breach thereof) on any other occasion or as a waiver of any other term (or any breach thereof) on the same or any other occasion. The delay or failure of any Party in providing written notice hereunder shall not constitute a waiver by such Party of any default or any further default under the Agreement.

UNISON SOLUTIONS, INC.:

CITY OF SHEBOYGAN:

BY: 
 NAME: Dave Bra'hahn
 TITLE: VP

BY: _____
 NAME: _____
 TITLE: _____



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CAPSTONE TURBINE FACTORY PROTECTION PLAN – END USER AGREEMENT

AGREEMENT NUMBER UNI-12-0100		AGREEMENT EXECUTION DATE 8/1/2011	
PURCHASER COMPANY NAME (BILL-TO) City of Sheboygan		PURCHASER CONTACT NAME (BILL-TO) Dale Doerr	PHONE NUMBER (920) 459-3464
ADDRESS (BILL-TO) 3333 Lakeshore Dr Sheboygan, WI 53081			
NAME (SITE CONTACT) Dale Doerr		COMPANY (SITE CONTACT) City of Sheboygan	PHONE NUMBER (920) 459-3464
ADDRESS (TURBINE LOCATION) Sheboygan WWTP 3333 Lakeshore Dr Sheboygan, WI 53081			
TOTAL NUMBER OF:			
Turbines: 2		Gas Packs/Air Packs:	Copeland FGBs:

A. Factory Protection Plan Types and Optional Services

FACTORY PROTECTION PLAN TYPE ¹		PRICE
<input type="checkbox"/> Plan A – 5 year or 39,999 trh, ² Parts ONLY, NO Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input type="checkbox"/> Plan B – 5 year or 39,999 trh, Parts & Labor, NO Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input checked="" type="checkbox"/> Plan C – 9 year or 79,999 trh, Parts ONLY, with Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input checked="" type="checkbox"/> >6000 hrs/yr	\$245,940.00
<input type="checkbox"/> Plan D – 9 year or 79,999 trh, Parts & Labor, with Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input type="checkbox"/> Other – Description: (See also checked items in column "OTHER" in Section B below.)	_____	\$
OPTIONAL SERVICES		PRICE
<input type="checkbox"/> CSN – Capstone Service Network Remote Monitoring Service, Subscription ONLY³		\$
<input type="checkbox"/> Upgrades – Description:		\$
<input type="checkbox"/> Commissioning or <input type="checkbox"/> Re-commissioning		\$
<input type="checkbox"/> Other – Description:		\$

¹ See Section B below for description of included services for each type of Factory Protection Plan.

² Turbine run hours (trh)

³ CSN Remote Monitoring equipment must be purchased separately.



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TOTAL PRICE	\$245,940.00
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B. Description of Factory Protection Plan Services

FACTORY PROTECTION PLAN INCLUDED SERVICES	PLAN A	PLAN B	PLAN C	PLAN D	OTHER
Maintenance Parts:					
➤ Scheduled maintenance parts as needed pursuant to the then current Capstone Standard Maintenance Schedule (Capstone document number 440000 for Model C30 or Model C60, or Capstone User Manual for Model C65 or C200).	✓	✓	✓	✓	<input type="checkbox"/>
➤ Unscheduled maintenance parts as needed, including:					
• Engine assembly (Engine/Generator)	✓	✓	✓	✓	<input type="checkbox"/>
• All power electronics components	✓	✓	✓	✓	<input type="checkbox"/>
• All fuel system components	✓	✓	✓	✓	<input type="checkbox"/>
• Optional/Accessory equipment (if installed)					
- Main battery pack	✓	✓	✓	✓	<input type="checkbox"/>
- Heat Recovery Module (HRM) coil	✓	✓	✓	✓	<input type="checkbox"/>
- Advanced Power Server (APS)	✓	✓	✓	✓	<input type="checkbox"/>
- Dual Mode Controller (DMC)	✓	✓	✓	✓	<input type="checkbox"/>
- External Fuel Filter	✓	✓	✓	✓	<input type="checkbox"/>
- External Regulator	✓	✓	✓	✓	<input type="checkbox"/>
Maintenance Labor:⁴					
➤ Scheduled maintenance labor.	No	✓	No	✓	<input type="checkbox"/>
➤ Unscheduled maintenance labor.	No	✓	No	✓	<input type="checkbox"/>
Engine Overhaul at 40,000 trh	No	No	✓	✓	<input type="checkbox"/>
Additional Services:					
➤ Access to Capstone's/Unison's Call Center, including 24/7 access to Technical Support.	✓	✓	✓	✓	<input type="checkbox"/>
➤ Priority response to unscheduled maintenance service requests.	No	✓	No	✓	<input type="checkbox"/>
➤ System software upgrades as released by Capstone.	✓	✓	✓	✓	<input type="checkbox"/>

⁴ Normal Unison service hours are 7:00 am to 5:00 pm.



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➤ Installation of system software upgrades.	No	✓	No	✓	<input type="checkbox"/>
➤ Other – Description:					<input type="checkbox"/>

C. Service Conditions

1. Sites must be clean, free of debris and any other obstructions, well lit, and operating in an environment that will not cause excessive usage, or need for replacement, of consumables and filters outside the parameters of Capstone's standard service intervals.
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4. Owner shall retain title to all hardware Unison designates to be scrap. Unison shall provide a list of approved disposal providers as necessary.
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D. Term of Agreement

1. **Start of Services:** The Agreement and Services shall commence Upon the Date of Commissioning, which shall occur no later than; or Agreement Execution Date.
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2. Unison reserves the right to add a fuel surcharge fee in the event that gasoline prices exceed \$4.00 per gallon on any service visit.
3. Unless otherwise provided for in the payment descriptions above, payments for Services are due 30 calendar days from date of invoicing, are stated in U.S. dollars and include any fees, licenses and permits required for the performance of the Services, and exclude sales and other taxes.
4. Overdue payments shall be subject to a late charge, calculated from the date of invoice to the date of payment, equal to the lesser of 1.5% per month or the highest applicable rate allowed by law. The foregoing shall in no way limit any other remedy that may be available to Unison.



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5. Purchaser's obligations to Unison to pay in full all amounts owed to Unison as of the termination or expiration of this Agreement shall survive the termination for any reason or expiration of this Agreement.
6. Unison may adjust pricing for the services provided hereunder upon written notice to Purchaser should the total Consumer Price Index (CPI) exceed 3% in any given year.

F. Excluded Services

The following are specifically excluded from the Agreement:

1. Changes to the original design and configuration (alterations from "as commissioned").
2. Application engineering and installation; correction of latent or discovered defects or equipment failure due to application engineering, installation, settings and/or connections.
3. Operation of Covered Equipment on a day-to-day basis.
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7. Operation of the Covered Equipment outside of Capstone's standard operating guidelines defined in the Capstone User Manual.
8. City, state, and/or federal permits, rebates, or incentive applications or filings.
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12. Internet connection, service, maintenance, or hardware related fees.



Unison Solutions, Inc
5451 Chavenelle Rd • Dubuque • IA52002 • USA
Phone: (563) 585-0967 • Fax: (563) 585-0970
Web: www.unisonsolutions.com

CAPSTONE TURBINE FACTORY PROTECTION PLAN – END USER AGREEMENT

Pursuant to this Services Agreement (the "Agreement"), Purchaser hereby authorizes Unison Solutions, Inc ("Unison") to provide the services described above (the "Services"), including the provision of any necessary parts (the "Parts"), on the Capstone Turbine generator systems, controls and/or accessories identified above (the "Covered Equipment") in accordance with and subject to the terms and conditions described above and on the pages attached hereto.

1. **Price of the Services, Payment Terms and Scope of Services.** The price, payment terms and scope of services for each of the Services (the "Scope of Services") are set forth on the cover pages of this Agreement. If repairs or additional labor outside of the applicable Scope of Services are determined to be necessary and the required repairs are authorized by Purchaser, then (i) additional labor and other costs and expenses will be billed by Unison to Purchaser at the then effective Unison Factory Protection Plan Service Flat Rate Schedule and the then effective Unison Factory Service Rates, as such terms and provisions are revised by Unison from time to time, and (ii) Parts will be billed at the then prevailing Capstone List Price, and (iii) mobilization costs and expenses will be without charge so long as the labor is performed at the same time scheduled maintenance is performed. If labor is not performed at the same time of scheduled maintenance, mobilization charges will be as described in Unison's Factory Service Rates.

2. **Term.** This Agreement shall continue in effect for the term indicated in Section D of this Agreement unless Unison terminates this Agreement by delivering to Purchaser written notice in the event of: (i) Purchaser's breach of any material term or condition of this Agreement; or (ii) Purchaser's failure to pay when due any amount owed by Purchaser to Unison under any agreement with Unison. If Purchaser fails to pay when due any amount owed by Purchaser to Unison and this Agreement is not terminated immediately by Unison, Unison may delay or cease performance of Services under this Agreement until payment in full is received or other payment arrangements are agreed to, at Unison's sole discretion. The foregoing does not limit or restrict in any way Unison's right to terminate this Agreement at any

time following an event described in this Section. In the event of a termination by Unison, Purchaser will forfeit all amounts paid at the time of termination.

3. **Unison's Services; Warranty.** Unison agrees that it will comply with applicable laws and regulations relating to its provision of the Services and such Services will be provided in a professional and workmanlike manner consistent with the applicable Scope of Services and with generally accepted industry standards and practices with regard to the type of services provided hereunder. Unison provides the warranties with respect to Parts and labor provided by Unison for the applicable Covered Product (the "Service-Related Warranties"). Notwithstanding any term contained in a Service-Related Warranty or this Agreement to the contrary, any and all Service-Related Warranties expire upon the completion of the Services.

4. **Purchaser's Representations.** Purchaser represents, warrants, and covenants that: (i) it has the right, power, and authority to enter into this Agreement and to perform fully its obligations hereunder; (ii) the making of this Agreement does not violate any agreement existing between it and any other person or entity; (iii) it has obtained or will obtain all licenses and permits necessary for Unison to perform the Services; (iv) all information provided by Purchaser to Unison related to the Services and its ability to pay for the Services is complete and accurate; (v) it will arrange for Unison's access to the facilities where the Covered Equipment is located as needed to perform the Services; and (vi) it will perform all of its obligations under this Agreement to the reasonable satisfaction of Unison.

5. **Purchaser's Obligations.** In addition to all other obligations stated in this Agreement, when



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requested, Purchaser shall provide Unison with: (i) records and information concerning the Covered Equipment; and (ii) any special tools or instruments needed for the Covered Equipment which Purchaser already possesses. Purchaser shall designate an authorized representative who shall be available to Unison at all times while Unison is performing the Services on Purchaser's premises. Purchaser agrees that the Scope of Services excludes all trade labor work and any supervision, management or regulation of Purchaser's employees, agents or contractors and work related thereto, and it does not include responsibility for planning, scheduling, monitoring or management of the work to be performed by Purchaser. Purchaser agrees that any written or oral reports and advice provided by Unison to Purchaser in connection with the provision of Services shall be utilized solely by Purchaser and shall not be used or conveyed by Purchaser to any third party.

6. **Disclaimer.** EXCEPT AS SET FORTH IN SECTION 3, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY ARE GIVEN FOR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

7. Limitation of Liability in General.

7.1 THE EXCLUSIVE REMEDY OF PURCHASER UNDER THIS AGREEMENT SHALL BE THE: CORRECTION OF NON-CONFORMITIES OF SERVICES; THE CORRECTION OF NON-CONFORMITIES OF PARTS; OR AS OTHERWISE PROVIDED IN THE SERVICE-RELATED WARRANTY.

7.2 Independent of, severable from, and to be enforced independently of any other enforceable provision of this Agreement, UNISON SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR LOST GOODWILL, LOST PROFITS, LOST

BUSINESS, COST OF COVER OR OTHER INDIRECT ECONOMIC DAMAGES, AND FURTHER INCLUDING INJURY TO PROPERTY, WHETHER SUCH CLAIM IS BASED ON THEORIES OF CONTRACT, UNISON'S NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY), AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO ANY NON-CONFORMANCE OF OR NON-CONFORMITY OR DEFICIENCY IN THE SERVICES OR PARTS, REGARDLESS OF WHETHER UNISON WAS HAD REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. Purchaser shall indemnify, defend and hold Unison harmless from and against all costs, fees (including attorneys' fees), losses, liabilities and expenses related to any personal injury, damage, or death related to Purchaser's improper use or operation of the Covered Equipment, including, without limitation, those costs, losses, liabilities and expenses resulting from any product liability claim, to the extent such claim involves improper use or operation of the Covered Equipment.

7.3 The limitations of Unison's obligations and Purchaser's remedies, as provided for in this Section, shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising this Agreement or any other document issued by Purchaser hereto or in any conflicting or inconsistent statement made by any representative of Unison, except to the extent that such provision or statement further limits Unison's liability.

7.4 The rights, remedies and obligations of the Parties set forth in this Agreement, together with the attached exhibits, are the exclusive rights, remedies and obligations of the Parties hereunder and are in lieu of any other right, remedy, or obligation available at law or in equity.

8. **Dispute Resolution.** All disputes and claims arising out of this Agreement or any document referenced herein shall be settled by arbitration in Dubuque, Iowa by a panel of three arbitrators under



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the commercial arbitration rules of the American Arbitration Association or the Judicial Arbitration and Mediation Service. Such arbitration shall be conducted by three (3) arbitrators, one (1) chosen promptly by Unison, one (1) chosen promptly by Purchaser and one (1) neutral arbitrator, selected by the first two arbitrators. The award of the arbitrators shall be final and binding and the parties consent to the exclusive jurisdiction of any federal or state court in Dubuque County, Iowa for purposes of enforcing any decision of the arbitration panel. The Parties agree that the prevailing Party in an arbitration proceeding shall be entitled to recover its reasonable attorneys' fees and expenses such prevailing Party incurred.

9. Confidential Information, Intellectual Property Rights. Purchaser shall not, directly or indirectly, modify or disassemble for the purpose of reverse engineering any Covered Equipment or components thereof. All intellectual property rights and confidential information relating to the Covered Equipment, and any information provided by Capstone/Unison to Purchaser under this Agreement, shall remain the sole property of Capstone/Unison. To the extent that the Parties have entered into a nondisclosure agreement ("NDA"), the terms of such NDA are incorporated into this Agreement. Purchaser's obligations related to confidentiality shall remain in effect and continue to bind Purchaser for five (5) years after the expiration or termination of this Agreement and Purchaser's obligation to maintain the secrecy of Capstone's/Unison's trade secret information shall continue for so long as such information is entitled to trade secret protection under California law. Purchaser acknowledges that a breach of its confidentiality obligations will cause irreparable damage and monetary damages are an inadequate remedy. In the event of a breach or threatened breach of the confidentiality obligations or any violation of Capstone's/Unison's intellectual property rights, Capstone/Unison shall be entitled to temporary and permanent injunctive relief for the protection of its confidential information and intellectual property rights without posting a bond and without having to prove actual damages.

10. Miscellaneous.

10.1 Governing Law. This Agreement is governed by the laws of the State of Iowa (as such laws are applied to contracts made and performed entirely within Iowa, without regard to Iowa's conflicts of laws provisions) and federal laws applicable to patents and trademarks.

10.2 Survival. All provisions of this Agreement will survive its termination to the fullest extent necessary to give the Parties the full benefit of the bargain expressed in this Agreement. Notwithstanding the foregoing, Purchaser agrees that upon completion of the Services, any and all Service-Related Warranties shall expire as of such date.

10.3 Assignment. This Agreement may not be assigned by Purchaser without the prior written consent of Unison. Unison may assign this Agreement to an entity wholly-owned by Unison without the consent of Purchaser.

10.4 Severability. If any provision of this Agreement or the terms and conditions set forth herein is declared or found to be illegal, unenforceable, or void, the remaining provisions of this Agreement shall remain in full force and effect, subject to the immediately following provisions. In the event any provision of this Agreement is declared or found to be illegal, unenforceable or void, the Parties agree to negotiate in good faith a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of the Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then such remainder will be enforced to the extent permitted by law.

10.5 Independent Review and Advice. Each Party has full knowledge of the contents of this Agreement, its legal consequences and any and all rights which each may have with respect to one another. Each Party has had the opportunity to receive independent legal advice with respect to this Agreement and each Party enters into this Agreement of its own free will. The Parties



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expressly agree that there are no expectations contrary to the Agreement and no usage of trade or regular practice in the industry shall be used to modify any of the terms and provisions of the Agreement.

10.6 Entire and Sole Agreement. This Agreement constitutes the complete agreement with respect to the Services and supersedes all prior or contemporaneous proposals, agreements, representations, discussions and literature, written or oral, concerning the Services. This Agreement is not intended to change or alter any of the rights, duties, obligations, liabilities or limitations set forth in any other agreements between the Parties. The Parties' obligations with respect to confidential information reverse engineering and/or trade secrets shall be governed by, if applicable, the Direct Sales Agreement, the End User License, or any confidentiality agreements the Parties have entered into.

10.7 Amendments. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.

10.8 Force Majeure. Each Party's performance shall be suspended (other than the obligation to pay monies due) for so long as such performance is hindered by events beyond its reasonable control ("Force Majeure"), such as, but not limited to, riots, labor disputes of a general nature, national or civil wars, insurrections, rebellions, terrorist acts, embargoes, civil disturbances, earthquakes,

dispositions or orders of governmental authority, acts of civil or military authority, fires, strikes, delays in transportation, inability to obtain necessary labor, manufacturing facilities or materials from usual sources and acts of God. Any delays resulting from a Force Majeure shall extend the time for performance correspondingly. If a failure to perform results from a governmental law, rule, regulation, disposition or order and the affected Party is unable to perform, after making reasonable efforts to comply, the matter shall be deemed a Force Majeure.

10.9 No Third Party Beneficiaries. None of the terms of this Agreement are intended to confer to or benefit any person or entity other than the Parties to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

10.10 Waiver. No waiver by either Party of any term contained herein (or any breach thereof) shall be effective unless it is in writing executed by the party waiving such term (or any breach thereof). No waiver shall be deemed or construed as a further or continuing waiver of any such term (or any breach thereof) on any other occasion or as a waiver of any other term (or any breach thereof) on the same or any other occasion. The delay or failure of any Party in providing written notice hereunder shall not constitute a waiver by such Party of any default or any further default under the Agreement.

UNISON SOLUTIONS, INC.:

CITY OF SHEBOYGAN:

BY: [Signature]
NAME: Dave Brihahn
TITLE: VP

BY:
NAME:
TITLE:



Unison Solutions, Inc.
 5451 Chavenelle Rd.
 Dubuque, IA 52002
 563-585-0967
 563-585-0970 Fax

Invoice

Date	Invoice #
2/2/2012	2012-2721

Bill To
City of Sheboygan Dale Doerr 3333 Lakeshore Drive Sheboygan, WI 53081

P.O. No.	Terms	Due Date	Project
UNI-12-0100	due on receipt of in...	2/2/2012	100 - Capstone FPP

Description	Qty	Amount
Sheboygan Capstone FPP 9 year parts only Capstone FPP quarterly installment 3 of 36. 2/1/12 thru 4/30/12.	1	6,831.67
Total		\$6,831.67



Unison Solutions, Inc.
 5451 Chavenelle Rd.
 Dubuque, IA 52002
 563-585-0967
 563-585-0970 Fax

Invoice

Date	Invoice #
2/2/2012	2012-2720

Bill To
City of Sheboygan Dale Doerr 3333 Lakeshore Drive Sheboygan, WI 53081

P.O. No.	Terms	Due Date	Project
UNI-12-0100	due on receipt of in...	2/2/2012	100 - Capstone FPP

Description	Qty	Amount
Sheboygan Capstone FPP 9 year parts only Capstone FPP quarterly installment 2 of 36. 11/1/11 thru 1/31/12.	1	6,831.67
Total		\$6,831.67



Unison Solutions, Inc.
 5451 Chavenelle Rd.
 Dubuque, IA 52002
 563-585-0967
 563-585-0970 Fax

Invoice

Date	Invoice #
2/2/2012	2012-2719

Bill To
City of Sheboygan Dale Doerr 3333 Lakeshore Drive Sheboygan, WI 53081

P.O. No.	Terms	Due Date	Project
UNI-12-0100	due on receipt of in...	2/2/2012	100 - Capstone FPP

Description	Qty	Amount
Sheboygan Capstone FPP 9 year parts only Capstone FPP quarterly installment 1 of 36. 8/1/11 thru 10/31/11.	1	6,831.67
Total		\$6,831.67

C200 Standard Industrial Package Gaseous Fuels Schedule Maintenance

C200 gaseous fuel systems scheduled maintenance intervals apply to Model C200 Low Pressure, High Pressure, landfill and digester gas systems. Maintenance items and intervals for the various components of the C200 gaseous systems are highlighted in the following table.

Maintenance Interval	Component	Maintenance Action	Comments
24 months	UCB Battery	Replace	Dual Mode only
4,000 hours	Engine Air Filter	Inspect	Replace if application requires - see Note 1
	Electronics Air Filter	Inspect	Clean if necessary - see Note 1
	Fuel System	Leak Check	
8,000 hours	Engine Air Filter	Replace	
	Electronics Air Filter	Clean	
	Fuel Gas Booster (FGB) Air/Oil Separator	Replace	Low Pressure systems only
	FGB Oil	Replenish	Low Pressure systems only
	Igniter	Replace	
20,000 hours or 3 years	Battery Packs (Dual Mode Only)	Replace	Refer to C200 Tech Ref (410086) for expected life vs. duty cycle, and "Battery Maintenance During Storage" section below for recharge intervals
20,000 hours	FGB Compressor	Replace	Low Pressure systems only
	Injector Assemblies	Replace	
	TET Thermocouple	Replace	
40,000 hours	Electronic Components: Enclosure Fan, Frame Personality Module (PM)	Replace	
	Engine	Replace	Use Remanufactured or New Engine Replacement

NOTE 1 Filters may require more frequent attention based upon environment, installation, and/or air/fuel quality. Inspect new installations frequently to determine best inspection/replacement periods for air and fuel filters.

Capstone C200 Cost Breakdown for Parts Replacement

<u>Hrs</u>		<u>turbine 1</u>	<u>turbine 2</u>
8,000	ignitor	\$1,285	\$1,285
	engine air filter	\$350	\$350
16,000	ignitor	\$1,285	\$1,285
	engine air filter	\$350	\$350
20,000	injectors	\$3,240	\$3,240
	TET	\$325	\$325
24,000	ignitor	\$1,285	\$1,285
	engine air filter	\$350	\$350
32,000	ignitor	\$1,285	\$1,285
	engine air filter	\$350	\$350
40,000	ignitor	\$1,285	\$1,285
	engine air filter	\$350	\$350
	injectors	\$3,240	\$3,240
	TET	\$325	\$325
	engine	\$152,705	\$152,705
	enclosure fan	\$3,500	\$3,500
	frame pm module	\$110	\$110
48,000	ignitor	\$1,285	\$1,285
	engine air filter	\$350	\$350
56,000	ignitor	\$1,285	\$1,285
	engine air filter	\$350	\$350
60,000	injectors	\$3,240	\$3,240
	TET	\$325	\$325
64,000	ignitor	\$1,285	\$1,285
	engine air filter	\$350	\$350
72,000	ignitor	\$1,285	\$1,285
	engine air filter	\$350	\$350
		<u>\$181,725</u>	<u>\$181,725</u>

X

6.3

Gen. Ord. No. 69- 11 - 12. By Alderperson Kittelson. February 20, 2012.

AN ORDINANCE repealing and recreating various portions of Chapter 26 of the Sheboygan Municipal Code so as to change the forfeiture structure for violations of the chapter.

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

Section 1. Section 26-1 of the Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 26-1. Penalties for violation of chapter.

Any violation of the provisions of this chapter for which a specific penalty is not provided shall subject the violator to a forfeiture of not less than \$150.00 nor more than \$750.00, together with the costs of prosecution, and in default of payment thereof to imprisonment in the county jail until such forfeitures are paid, but not to exceed 90 days. Each day of violation or noncompliance shall constitute a separate offense."

Section 2. Section 26-196 of the Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 26-196. - Penalties for violation of article.

Any violation of, or noncompliance with, any of the provisions of this article shall subject the violator to a forfeiture of not less than \$150.00 nor more than \$750.00, together with the costs of prosecution; and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 90 days. Each day of violation or noncompliance shall constitute a separate offense."

Section 3. Subsection (b) of Section 26-651 of the Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 26-651. - Property Maintenance Code; penalties.

...

(b) Except as provided in this section, a violation of the Property Maintenance Code or of any lawful order of the housing inspector issued pursuant to such provisions shall subject the violator to a forfeiture of not less than \$150.00 nor more than \$750.00, together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until the forfeiture and costs are

paid, but not exceeding 90 days. Each day that a violation shall continue shall constitute a separate offense.

..."

Section 4. Section 26-908 of the Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 26-908. - Penalties for violation of article.

Any violation of the provisions of this article shall subject the violator to a forfeiture of not less than \$150.00 nor more than \$750.00, together with the costs of prosecution, and, in default of payment thereof, to imprisonment in the county jail until the forfeiture and costs are paid, but not to exceed 90 days. Each day of violation or noncompliance shall constitute a separate offense."

Section 5. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect upon passage and publication.

pp 4 5



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~I~~

6.4

Gen. Ord. No. 70- 11 - 12. By Alderperson Kittelson. February 20, 2012.

AN ORDINANCE repealing and recreating Section 66-2 of the Sheboygan Municipal Code so as to change the forfeiture structure for violations of Chapter 66.

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

Section 1. Section 66-2 of the Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 66-2. Penalties.

A violation of any of the following sections shall subject the violator to the forfeitures as set forth, together with the costs of prosecution, and, in default of payment of such forfeitures and costs, to imprisonment in the county jail until the forfeitures and costs are paid, but not in excess of the terms stated:

- (1) For a violation of any of the sections in article III of this chapter:
 - a. For a first violation, a forfeiture of not less than \$10.00 or more than \$50.00 and, in default of payment thereof, imprisonment for not exceeding ten days.
 - b. For a violation committed within 12 months of a previous violation, a forfeiture of not less than \$25.00 or more than \$100.00 and, in default of payment thereof, imprisonment for not exceeding 15 days.
 - c. For a violation committed within 12 months of two or more previous violations, a forfeiture of not less than \$50.00 or more than \$150.00 and, in default of payment thereof, imprisonment for not exceeding 20 days.
- (2) A forfeiture of not less than \$150.00 or more than \$750.00 and, in default of payment thereof, imprisonment not exceeding 90 days for a violation any other section in this chapter."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect upon passage and publication.

pp 5

Jean Kittelson

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

CASH RECEIPTS

	<u>February 2011</u>	<u>February 2012</u>
Contractors Licenses	1,990.00	2,920.00
Building Permits	9,743.81	8,587.60
Projecting Sign Fees	0.00	0.00
Electrical Permit Fees	2,400.00	3,070.00
Heating Permit Fees	7,355.00	3,555.00
Sales Tax	5.49	35.65
Plumbing Permit Fees	1,616.00	2,086.00
Sewer Permit Fees	1,000.00	.00
Occupancy Permit Fees	600.00	300.00
Board of Appeals	0.00	150.00
Misc. General Revenue	110.39	728.22
Plan Examining Fees	1,200.00	1,300.00
Code Books	0.00	0.00
State Stamps	0.00	0.00
Rooming House Permit Fees	0.00	0.00
Erosion Control Fees	0.00	0.00
Penalty Fees	545.00	2,968.00
Cash Over, Short or Refund	270.00-	50.00-
Contractors Escrow	127.58-	249.00-
Weights & Measure License	2,579.00	248.00
Clearwater Inspections		<u>1,440.00</u>
TOTAL:	28,747.11	27,089.47

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE						
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS						
NEW COMMERCIAL	1		295,000.00		616.80	
NEW MISC -NON RES.						
STORAGE BLDG -RES.						
STORAGE BLDG - NON-RES						
ALT & ADD'NS -RES.	44	59	244,882.00	498,679.00	2,960.00	5,199.60
ALT & ADD'NS - NON-RES	10	5	755,670.00	155,561.00	4,712.20	1,610.00
WRECKING	2	3	85,500.00	37,750.00	613.44	723.00
MOVING						
SIGNS	8	7	28,590.00	38,843.00	791.37	700.00
FENCES/POOLS/DECKS/DRI VEWAYS	1	7		19,160.00	50.00	305.00
TANKS						
MISCELLANEOUS		1				50.00
TOTALS	66	82	1,409,642.00	749,993.00	9,743.81	8,587.60
PERMIT TYPES	#OF					
	PERMITS					
ELECTRICAL	16	22	71,159.00	84,085.00	2,400.00	3,070.00
HEATING	23	36	374,178.00	189,544.70	7,355.00	3,555.00
PLUMBING	15	42			1,616.00	2,086.00
SEWER	1				1,000.00	
TOTALS	55	100	445,337.00	273,629.70	12,371.00	8,711.00
GRAND TOTALS OF THE ABOVE	121	182	1,023,622.70	2,070,014.49	17,298.60	21,716.84



January 23, 2012

Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Common Council,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected in our behalf and those funds allocated to us for fiscal 2012.

Thank you for your help in this matter

Sincerely,

Caitlin Brotz
President

Randy Schwoerer
Manager

WILLIAM S. COLE
Attorney at Law
2945 Triverton Pike Drive, Suite 101
Fitchburg, WI 53711-7508

Claim # 30-11
William S. Cole
FEB 28 '12 AM 11:42

Phone: (608) 221-0079

wcole@execpc.com

Fax: (608) 221-7335

February 27, 2012

Ms. Julie Glancey
County Clerk
Sheboygan County
Administration Bldg.
1st Floor - Rm. 129
508 New York Ave.
Sheboygan, WI 53081

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
& PERSONAL SERVICE

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

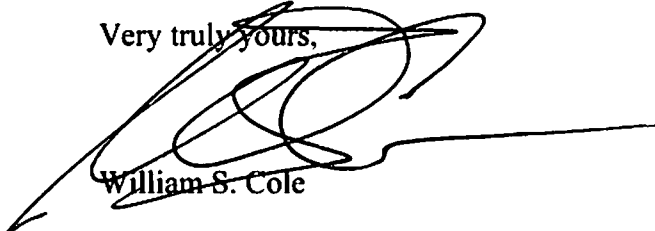
CERTIFIED MAIL – RETURN RECEIPT REQUESTED
& PERSONAL SERVICE

RE: Notice of Claim – Sheboygan River Dredging Project

Dear Ms. Glancey and Ms. Richards:

On behalf of the identified claimant, enclosed please find a notice of claim pursuant sec. 893.80 of the Wisconsin Statutes.

Very truly yours,


William S. Cole

WSC:oc
Enclosure

cc: Mr. Charles Grosskreutz (w/ encl.)

CC: ATTY'S OFFICE, JIM AMODEO, CHAD PELISHEK, LAURIE SUHRKE

**NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM AND CLAIM PURSUANT TO
SECTION 893.80, WIS. STATS.**

TO: Ms. Sue Richards	&	Ms. Julie Glancey
City Clerk		County Clerk
City of Sheboygan		Sheboygan County
828 Center Avenue, Suite 100		Administration Building
Sheboygan, WI 53081		1st Floor – Room 129
		508 New York Avenue
		Sheboygan, WI 53081

CLAIMANTS: Charles Grosskreutz
W33320 Twinkle Lane
Sheboygan Falls, WI 53085

PLEASE TAKE NOTICE that the above referenced claimant, by their attorney, William S. Cole, states the following circumstances giving rise to a claim against the City of Sheboygan, Wisconsin; Sheboygan County; and certain of their officials to be later identified through discovery:

1. Recent media sources have reported the City of Sheboygan and Sheboygan County will undertake a public construction project whereby contaminated sediment will be removed from the Sheboygan River and trucked to a landfill.

2. Upon information and belief, the project will be funded by funds provided by the Environmental Protection Agency, the Wisconsin Department of Natural Resources, Sheboygan County, the City of Sheboygan, and private entities, including the Wisconsin Public Service Corporation.

3. Upon information and belief, Sheboygan County intends to contract out its highway department to construct the landfill, grade the landfill to cover the dredged material and perform other work pertaining to the dredged material.

4. Upon information and belief, the above described work to be performed by the Sheboygan County highway department was not put out for public bid.

5. The work described in paragraphs 1 and 3 above constitutes a public construction project within the meaning of section 62.15 of the Wisconsin Statutes and, therefore, all contracts for any work performed on said project must be let to the lowest responsible bidder by the City of Sheboygan.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
530 SOUTH EAST ASIAN AVENUE
CHICAGO, ILLINOIS 60607

RECEIVED
FEBRUARY 1968

FROM
DR. J. H. GOLDSTEIN

TO
DR. J. H. GOLDSTEIN

RE
POLYMERIZATION OF VINYL MONOMERS
BY CATIONIC MECHANISM

ATTENTION
DR. J. H. GOLDSTEIN

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO

530 SOUTH EAST ASIAN AVENUE
CHICAGO, ILLINOIS 60607

DATE
FEBRUARY 1968

BY
DR. J. H. GOLDSTEIN

6. The work described in paragraphs 1 and 3 above constitutes a public work within the meaning of section 59.52(29) of the Wisconsin Statutes and, therefore, all contracts for any work must be let to the lowest responsible bidder by Sheboygan County.

7. The work described in paragraph 3 above is beyond the legal authority granted to Sheboygan County under Chapter 59 of the Wisconsin Statutes to undertake.

8. The work described in paragraph 3 above is beyond the legal authority granted to the Sheboygan County highway department under Chapter 83 of the Wisconsin Statutes to perform.

9. Sheboygan County and the Sheboygan County highway department are specifically prohibited from performing the work described in paragraph 3 above by section 66.0901(11) of the Wisconsin Statutes because a private party is financing the work, or a portion thereof.

10. Upon information and belief, the employees performing the work to be performed by the Sheboygan County highway department will not be paid wages as required by the State of Wisconsin Prevailing Wage Law (sections 66.0903 and 103.49) and the federal Davis-Bacon Act.

11. For the above reasons, the work described in paragraphs 1 and 3 above may not be performed by Sheboygan County or the Sheboygan County highway department and must be let by contract to the lowest responsible bidder. Further any individuals performing such work must be paid wages in compliance with the State of Wisconsin Prevailing Wage Law and the federal Davis-Bacon Act.

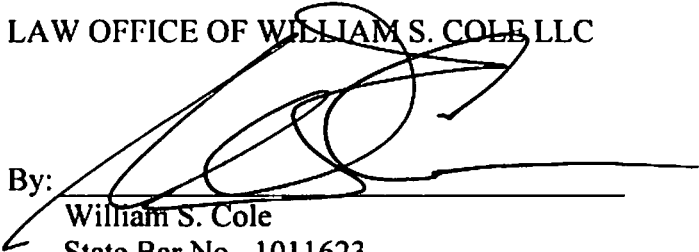
WHEREFORE, the above claimants request the contract for the work described in paragraph 3 above be let by contract to the lowest responsible bidder and all individuals performing such work be paid in compliance with the State of Wisconsin Prevailing Wage Law and the federal Davis-Bacon Act.

Dated: February 27, 2012

2945 Triverton Pike Dr., Ste. 101
Fitchburg, WI 53711
(608) 221-0079
(608) 221-7335 FAX
wcole@execpc.com

LAW OFFICE OF WILLIAM S. COLE LLC

By:


William S. Cole
State Bar No. 1011623
Attorney for the Claimant

RE: Casino at Harbor Center

Feb 29, 2012

A complaint by MILT STORM that the city council may be using improper tactics to bring a Casino to the Harbor Center. In my opinion, the Federal Bureau of Indian Affairs must first approve such action before building on off reservation land.

Ph # (920) 458-4216

Milton R. Storm C.E.T.
1736 Marvin Court
Sheboygan, WI 53081

Long, Linda

From: dave detrick [brotherdave_fsa@hotmail.com]
Sent: Thursday, March 01, 2012 12:53 PM
To: Domagalski, Christopher
Cc: Long, Linda
Subject: paintball booth at Narcotics Anonymous Function in sheboygan
Attachments: KMA_HippiEyed2012.pdf

Greetings,

My name is Dave Detrick, and I am the chairperson of the Public Relations subcommittee of the Kettle Moraine Area of Narcotics Anonymous. (which covers Sheboygan and Manitowoc counties)
We are putting on a fundraising function at the 1907 club in Sheboygan on May 5th 2012, and one of the fundraising activities planned is a paintball exhibition booth. (Ive attached a copy of the flyer in PDF format) There will be two people dressed in full protective gear who will act as human targets, taunting the shooters and trying to dodge the paintballs. People will be able to pay \$1 to fire five shots at our targets. The firing area will be enclosed in tarps in the way a softball pitch at a county fair would be, to contain any paint splatter and to ensure that there are no stray shots. The booth will also be set up so all shots will be fired in the direction of the field and woods behind the 1907 club. Paintball Paul of manitowoc will be providing the equipment and full training for everyone involved to ensure safety. We will be turning the PSI on the guns as far down as they go as well.

Before we started planning this last year, we did research as far as laws or ordinances that would limit us on the sheboygan website (http://www.co.sheboygan.wi.us/html/d_cntyclrk_codebook.htm), and found none. However, a member contacted me last week and informed me that there was indeed an ordinance regulating paintball guns in the Sheboygan city limits. I apologize for this oversight, and I hope that we can be granted an exception for this function. The flyers have been circulating statewide for almost two months, and there is alot of excitement about the paintball booth. We even have a few people coming from out of state to support our area.

If you need any more information or would like to speak to me directly, please call me at 920-860-1157 or email me at brotherdave_fsa@hotmail.com

Thank you for your time and understanding.

Sincerely,
Dave Detrick

Dave D.
920-860-1157
I cant ... We can
Never Alone ... Never Again

The Kettle Moraine Area PR and H&I Subcommittees Present:

hippiEYED IN RECOVERY



a Public Relations and Hospitals & Institutions fundraising event

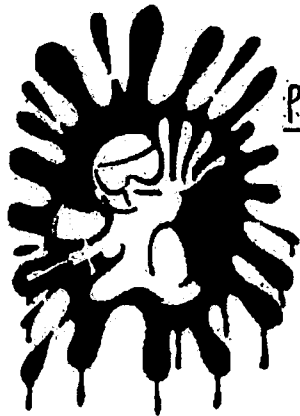


Sat. May 5th 2012
Doors open at Noon
at: The 1907 Club
2908 N. 21st St.
Sheboygan, WI

OPERATION FREEDOM
The Battle Against Active Addiction

AND THIS YEAR.....

INVADES HIPPIEYED!



Paintball Booth

\$1 for five shots
at our human targets



KIDS KORNER

a supervised play area with
arcade games and activities

Also happening at HippiEyed this year:

Speaker Meeting - Karaoke/DJ Dance

Jail & Bail - 50/50 Raffle - Auction

(featuring some one of a kind auction items)

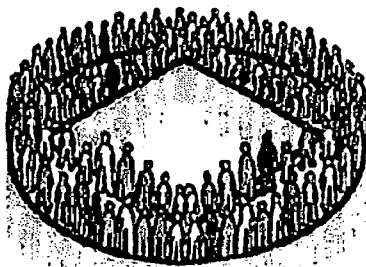
\$5 suggested donation,
but NO addict will be turned away.

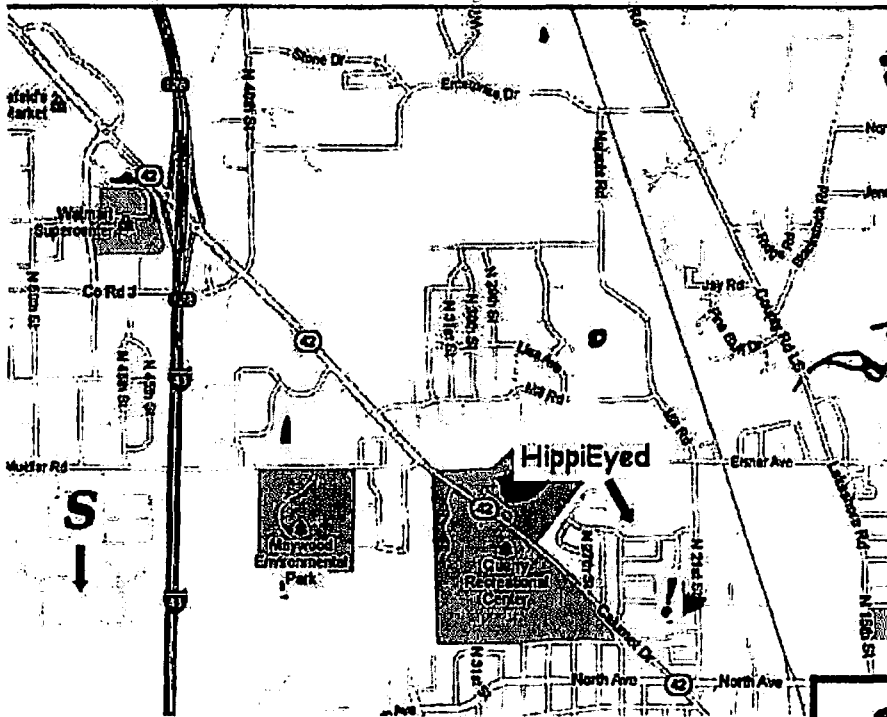
For more information please contact:

Dave D.
(920) 860-1157
brotherdave_fsa@hotmail.com

OR

Jim C.
(920) 205-3923

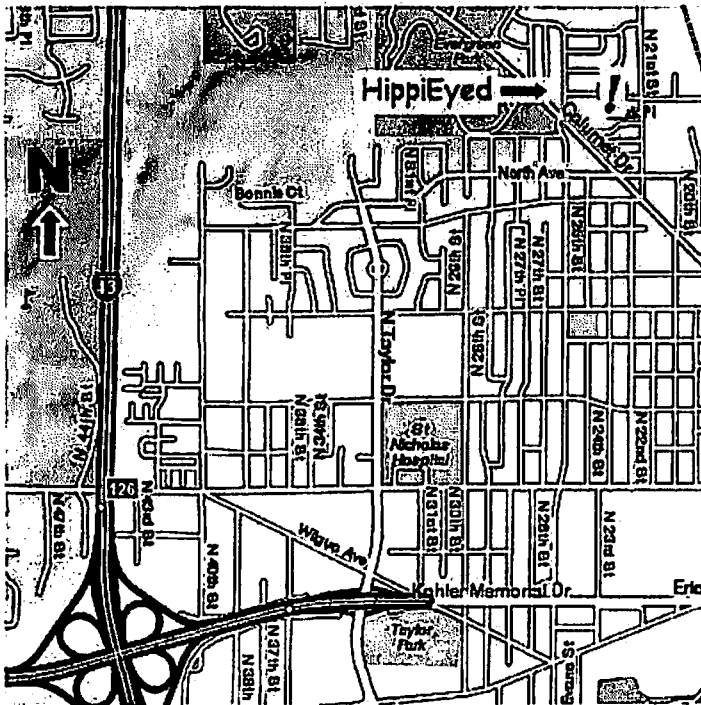
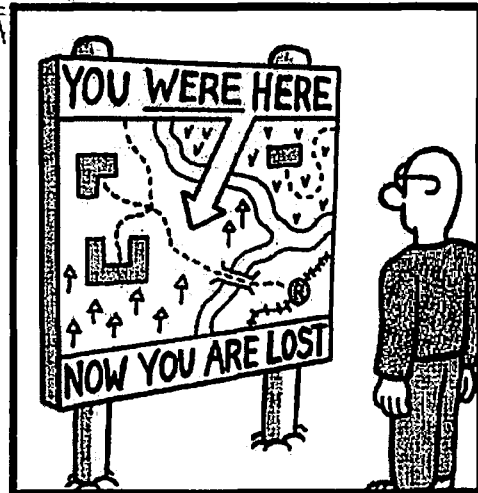




***If you are driving
from north of
Sheboygan...***

Use this map.

***YOU ARE NEVER REALLY LOST
IF YOU ON THE ROAD OF RECOVERY!***



***If you are driving
from south of
Sheboygan...***

Use this map.

MAR 1 '12 AM 9:57

February 29, 2012

My name is RICHARD RUPNIK.

I am requesting a waiver of the sexual offender residency restrictions so I may live at

1123 N 14th Street.

NAME Richard Rupnik

DATE 3-1-12

POP'S CORN

FEB 29 '12 PM 3:14

February 27, 2012

James Bohren, Alderman
1526 Knoll Crest Drive
Sheboygan, WI 53081


Dear Alderman Bohren

For the past two summers, I have operated a popcorn wagon in Fountain Park and it has become quite popular with the citizens of our community. The activity has been quite *successful and* popular. I further believe that any conflict between the Farmer's Market and Pop's Corn has been resolved. With that in mind, I would like to request that the Public Works committee re-new the agreement for 2012.

I have attached a copy of last years agreement between the City and myself for your review. Since David Biebel is my son, I would like to avoid any conflict or special privilege. Therefore I thought it might be best to deal directly with you and your committee.

If you have any other questions, you can reach me at 458-3168 and I will be glad to attend any of your committee hearings to answer questions from other members of your committee.

Thank you for your prompt attention to this requestd.

Sincerely,

Harold Biebel
Owner



February 17, 2012

James Robert Althman
111 South East Drive
Ridgely, WI 53081

James Althman Robert

For the past two summers I have operated a popcorn wagon in Fountain Park and it has become quite popular with the citizens of our community. The activity has been quite successful and I am sure that you have noticed that my conflict between the Farmer's Market and Pop's has been resolved. With that in mind, I would like to request that the Public Works Committee re-approve the agreement for 2012.

I have attached a copy of last years agreement between the City and myself for your review. Since I did not label it as such, I would like to avoid any conflict or special privilege. Therefore I thought it might be best to deal directly with you and your committee.

If you have any other questions, you can reach me at 428-3108 and I will be glad to attend any of your committee hearings to answer questions from other members of your committee.

I thank you for your attention to this request.

Respectfully,
James Althman
Owner

March 4, 2010



TO: Harold Biebel
2442 Cross Creek Drive
Sheboygan, WI 53081

This constitutes permission to operate a popcorn stand in Fountain Park during calendar year 2010, in accordance with City Code Section 74-54.

As the park system is intended for the benefit of the general public, authorization for vending is limited to services consistent with this intent and the vendor is required to strictly adhere to the conditions as follows.

1. **Transient Merchant License:** A City of Sheboygan transient merchant license shall be obtained from the office of the City Clerk.
2. **Location:** The permit to vend in Fountain Park is approved as the land use in the area of the park is consistent with commercial activity. The cart will be allowed in the area shown on the attached site map. The cart shall not obstruct pedestrian movement. The Public Works Department *may require* temporary relocation to accommodate special events in the park. To the extent the services provided remain consistent with the activities in the park, the department will provide the location and electrical outlet.
3. **Vending:** The permit is approved for the activities outlined in your correspondence of February 16, 2010 (attached). As indicated the popcorn cart shall be designed with a function and aesthetic consistent with the park setting. The cart shall be removed within one week of the discontinuance of sales.
4. **Hours of Operation:** The vending cart may be operated during the regular City park hours. The stand shall be open for business a sufficient number of hours to demonstrate ongoing service to the public. An indication, including that demonstrated by operating hours, that the permit is used only to gain access to or compete for revenue with special events authorized in Fountain Park will be reason to revoke the permit.
5. **Cancellation:** The Public Works Department retains the right to revoke the permit for non-compliance with the conditions, failure to maintain the cart and site or any disruption to the general use of the Park that the vending may cause.
6. **Insurance:** The vendor shall provide proof of liability insurance.

William Bittner,
Director of Public Works

Acknowledgement of Conditions



City of Chicago
Department of Public Works
130 North Dearborn Street
Chicago, Illinois 60610
Tel: (312) 742-3100

The City of Chicago is seeking proposals for the design and construction of a new public works facility located at 1234 North Dearborn Street, Chicago, Illinois. The project consists of a 100,000 square foot building with a parking garage for 500 cars. The estimated cost of the project is \$10 million.

Interested parties should submit their proposals to the City of Chicago, Department of Public Works, 130 North Dearborn Street, Chicago, Illinois 60610. The deadline for proposals is 12:00 PM on the 15th day of the month following the date of this advertisement. The City reserves the right to accept or reject any or all proposals without obligation.

The City of Chicago is an Equal Opportunity Employer. Minorities and women are encouraged to apply. The City of Chicago is an affirmative action employer. The City of Chicago is an equal opportunity employer.

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City of Chicago
Department of Public Works
130 North Dearborn Street
Chicago, Illinois 60610
Tel: (312) 742-3100

City of Chicago
Department of Public Works
130 North Dearborn Street
Chicago, Illinois 60610
Tel: (312) 742-3100

VI

5.2

R. C. No. 320 - 11 - 12. By FINANCE. February 20, 2012.

Your Committee to whom was referred R. O. No. 327-11-12 by the City Clerk submitting a communication from Paul Rutledge, President of Sheboygan Blue Line Association, wishing to submit official notification that they desire to extend their lease upon expiration of the current 10 year term which will expire in 2013. They are also seeking approval from the City to place a mortgage lien on the building and equipment located at 1202 S. Wildwood Ave. in order to purchase and install a new bleacher system that will enhance patron safety and increase seating in the arena; recommends that the Report of Officer be accepted and placed on file and to extend the lease and approve borrowing depending upon collateral.

*re-refers
Finance
Approve lease extension
& allow borrowing pending
confirmation of collateral.*

James A. Boho
Paul D. [Signature]

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

5.7

2000



II

19-8

R. O. No. 327 - 11 - 12. By CITY CLERK. January 3, 2012.

Submitting a communication from Paul Rutledge, President of Sheboygan Blue Line Association, wishing to submit official notification that they desire to extend their lease upon expiration of the current 10 year term which will expire in 2013. They are also seeking approval from the City to place a mortgage lien on the building and equipment located at 1202 S. Wildwood Ave. in order to purchase and install a new bleacher system that will enhance patron safety and increase seating in the arena.

*Finance
Adv File &
extend the lease.
& approve borrowing depending
upon collateral.*

Susan Richards

City Clerk

7 21

7 21

II

7 21

credit card

12-21-2011

City of Sheboygan

City Council

828 Center Avenue Suite 100

Sheboygan WI 53081

Sheboygan Blue Line Association , located at 1202 S. Wildwood Ave Sheboygan, WI., wishes to submit official notification that we desire to extend our lease upon expiration of the current 10 (ten) year term which according to the terms in the lease requires notification which will expire in 2013. We continue to serve the community well by hosting Hockey Tournaments, Hockey Games and Skating events that bring in patrons to Sheboygan from around the County and the State. The younger youth levels of the Association are growing in numbers demonstrating an increasing interest in hockey and skating in the area. We have witnessed a steady growth in the number of recreational skaters that the youth of Sheboygan are enjoying and we plan to continue this service to the community as a safe and healthy recreational activity for the area.

In addition to skating the Sheboygan Lakers Ice Center offers our facility for events such as the Sheboygan County Home Builders Association home show, Shriner's Circus, craft fairs, garage sales and a multitude of other events.

In addition to the notification to extend our lease agreement to 2023 we are also seeking approval from the City to place a mortgage loan on the building and equipment located at 1202 S. Wildwood Ave. pursuant to the stipulations of the lease agreement. The loan we are seeking will not exceed \$60,000 and a term greater than 10 years. The purpose of the loan is to purchase and install a new bleacher system that will enhance patron safety and increase seating in the arena which is needed for many of the venues. We have planned in our balanced operating budget to make the loan payment for the term of the loan. However, all fund raising efforts in the 2011-2012 and 2012-2013 seasons are focused on paying off the loan amount and return the association to a "debt free" organization as occurred in 2003 regarding the construction of the existing building.

If you have any questions regarding this request please feel free to contact me. I thank you in advance for your time and attention related to the matters noted above.

Paul Rutledge

SBLA President

1202 S. Wildwood Ave

Sheboygan, WI 53081

920-912-4466



III

6.6

Res. No. 131 - 11 - 12. By Alderperson Hammond. February 6, 2012.

A RESOLUTION authorizing retaining outside counsel in connection with proposed agreements among Claremont New Frontier Resort LLC, the Sokaogon Chippewa Community, the City and the Redevelopment Authority.

RESOLVED: That the Mayor is hereby authorized to accept on behalf of the City the attached retainer letter from Quarles & Brady LLP as special outside counsel for the City in connection with the proposed agreements among Claremont New Frontier Resort LLC and/or its affiliates, the Sokaogon Chippewa Community and/or its affiliates, the City and the Redevelopment Authority in connection with the possible purchase and sale of certain lands owned by the City and/or the Redevelopment Authority and the location on that land of a gaming casino.

*Hammond / Carlson.
suspend was lost roll needs
3/4 vote of full Council (12)
refer to Finance
Approve.*

DA

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



411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4197
Tel 414.277.5000
Fax 414.271.3552
www.quarles.com

*Attorneys at Law in:
Phoenix and Tucson, Arizona
Naples and Tampa, Florida
Chicago, Illinois
Milwaukee and Madison, Wisconsin
Shanghai, China*

February 1, 2012

City of Sheboygan and
Redevelopment Authority of the City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan WI 53081-4414

Attention: Stephen G. McLean, City Attorney

Re: Blue Harbor/Claremont Transaction

Dear Mr. McLean:

We are pleased to work with the City of Sheboygan (the "City") and the Redevelopment Authority of the City of Sheboygan (the "Authority") as their special counsel in connection with the proposed agreements among Claremont New Frontier Resort LLC ("Claremont") and/or its affiliates, the Sokaogon Indian Tribe and/or its affiliates, the City and the Authority, all to be entered into in connection with the purchase and sale of certain land owned by the City and/or the Authority and the location on that land of a gaming casino (the "Transaction").

To the extent that our representation of both the City and the Authority presents a conflict of interest under the rules of professional conduct, the City and the Authority by signing this letter below, waive any such conflict and consent to our representation of both the City and the Authority in the Transaction. Since the City's and the Authority's interests in the Transaction are aligned, we will be advocating the interests of both the City and the Authority. We want to make clear, however, that changing facts and circumstance could conceivably cause the negotiation and documentation of the Transaction to become adversarial in nature. If a dispute were to arise between the City and the Authority, we would not undertake to represent either party in connection with such dispute.

In connection with the Transaction, we would perform the following services:

1. Confer with and advise City and Authority officials and other professionals in connection with the proposed Transaction; and
2. Prepare and negotiate the terms of a master agreement, one or more purchase and sale agreements and any other documents required to effect the Transaction; and
3. Participate in and negotiate and draft documents for the various closings which are required to effect the Transaction.

While I would be the primary contact on the proposed matter, I would work closely with Karen Perzan, Luis Ochoa, and Rebecca Speckhard of our public finance group, to the extent that becomes necessary.

Services provided in connection with our participation in this project will be billed monthly on an hourly basis. The hourly rates of persons likely to work on the project range from \$200 per hour for associates to \$445 per hour for partners. Quarles & Brady's hourly rates increase on October 1 of each year. The City and the Authority will be billed at the rates in effect at the time the services are rendered. We would also expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, long-distance telephone charges, filing fees, overnight delivery services and any other expense items or office disbursements. Those out-of-pocket costs are not included in the estimate.

We understand that it is your expectation that Claremont will reimburse you for all of our legal fees and expenses. Our engagement, however, is with the City and the Authority and our invoices will be sent to and payable by the City and the Authority, regardless of whether the City and/or the Authority are able to collect the amount of our fees and expenses from Claremont.

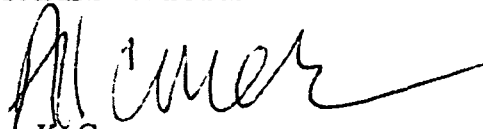
Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with the City on this project.

Sincerely,

QUARLES & BRADY LLP



Ann K. Comer

akc/akc

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____
Title

Date: _____

REDEVELOPMENT AUTHORITY OF
THE CITY OF SHEBOYGAN

By: _____

Its: _____

Date: _____

III

Other Matters

12.4

Res. No. 138 - 11 - 12. By Alderperson Hammond. February 6, 2012.

A RESOLUTION authorizing the appropriate City officials to execute the Option to Negotiate and Purchase.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Option to Negotiate and Purchase between Claremont New Frontier Resort LLC, the Redevelopment Authority and the City, a copy of which is attached hereto.

Tracie 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

Option To Negotiate and Purchase

This Option to Negotiate and Purchase (this "Agreement") is made and entered into this ___ day of March, 2012, by and between **Claremont New Frontier Resort LLC**, a Delaware limited liability company ("Claremont") and the **Redevelopment Authority of the City of Sheboygan, Wisconsin** (the "Authority"), and the **City of Sheboygan, Wisconsin** (the "City").

Witnesseth

A. The Authority is the owner of the land described on **Exhibit A** attached hereto (the "Land");

B. The Authority, the City, Claremont and the Sokaogon Indian Tribe (the "Tribe") intend to consider the terms on which the Tribe and/or Claremont will be permitted to construct a Tribal gambling casino on a portion of the Land and conduct Tribal gaming operations on the Land;

C. If the Authority, the City, Claremont and the Tribe enter into an agreement with respect to the matters described in paragraph B above, as more particularly described in paragraph 3 below, Claremont or its assigns intends to purchase the Land and all improvements owned by the City and/or the Authority located thereon;

D. Claremont has asked that the City and the Authority grant to Claremont an option to purchase the Land and agree that they will not sell or lease the Land or enter into any negotiation for the sale or lease of the Land for a period of time which will allow the City, the Authority, Claremont and the Tribe to consider and negotiate an agreement with respect to the matters set forth in paragraph B above; and

E. The City and the Authority are willing to agree not to sell or lease the Land or enter into any negotiation for the sale or lease of the Land, and to grant an option to purchase the Land to Claremont but only on the terms and conditions set forth herein.

Now, Therefore, in consideration of the premises and the covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Agreement Not To Transfer.** Until this Agreement is terminated in accordance with paragraph 5 below, the City and the Authority agree that they will not sell, convey, transfer, lease or assign (in each case, a "Transfer"), all or any portion of the Land or the improvements located thereon. Until this Agreement is terminated in accordance with paragraph 5 below, the City and the Authority agree that they will not negotiate a Transfer of the Land and/or the improvements located thereon with any person or entity other than Claremont.

2. **Term of Agreement.** This Agreement shall continue in full force and effect up through and including [_____, 2012] (the "Expiration Date") ***[Note: This will be a 120-day period.]*** Claremont may extend the Expiration Date of this Agreement for two additional periods of 30 days each as follows:

A. Prior to the Expiration Date, Claremont shall deliver to the City and the Authority, a request in writing to extend this Agreement for an additional 30 days. If, in the reasonable discretion of the City and the Authority, execution and delivery of the Master Agreement (as hereinafter defined) is likely to occur sometime within the 60-day period following the Expiration Date, the City and the Authority shall consent to Claremont's request and this Agreement shall be extended for an additional 30 days (the "First Extension Period").

B. Prior to the expiration of the First Extension Period, Claremont shall deliver a request in writing to the City and the Authority to extend this Agreement for an additional 30 days. If, in the reasonable discretion of the City and the Authority, execution and delivery of the Master Agreement (as hereinafter defined) is likely to occur sometime within the 30-day period following the expiration of the First Extension Period, the City and the Authority shall consent to Claremont's request and this Agreement shall be extended for an additional 30 days (the "Second Extension Period").

If the Master Agreement is not executed and delivered by the parties to it for any reason whatsoever on or before the Expiration Date or any extensions thereof, this Agreement shall automatically terminate without need of any further document or instrument. The provisions of paragraph 17 below shall survive any such termination.

3. **Master Agreement.** The City, the Authority, Claremont, the Tribe and any other party determined to be necessary by the City or the Authority or Claremont or the Tribe, in their respective sole discretions (the City, the Authority, Claremont, the Tribe and any such other party being herein collectively referred to as the "Master Agreement Parties") shall attempt to negotiate an agreement (the "Master Agreement") among them regarding: the proposed construction of improvements on some or all of the Land; and the further development of the Land and the improvements thereon; and the payments of real estate taxes or payments in lieu thereof, room taxes or payments in lieu thereof, assessments and other fees associated with the Land and the improvements located on the Land; and construction of infrastructure improvements to, through and on the Land; and such other matters as any of the Master Agreement Parties, in the exercise of their respective sole discretions, deem necessary or appropriate in connection with the further development of the Land and the improvements located thereon. If any of the Master Agreement Parties decides at any time prior to the Expiration Date or any extension thereof to discontinue negotiations for any reason whatsoever, then this Agreement shall automatically terminate without need of any further document or instrument. The provisions of paragraph 17 below shall survive any such termination. If the Master Agreement Parties execute and deliver the Master Agreement on or before the Expiration Date or any extension thereof, then the City, the Authority, and Claremont shall enter into one or more purchase and sale agreements, as described in paragraph 4 below, but if and only if the conditions set forth in paragraph 4 below and elsewhere in this Agreement are satisfied. The parties acknowledge that the Master Agreement will be an agreement running with Land and the improvements located thereon, will be recorded as an encumbrance against the Land and the improvements located thereon prior to any other liens, mortgages, or encumbrances, and will bind the Master Agreement Parties, their successors and assigns, and any owners in title of any part of the Land or the improvements located thereon.

4. **Purchase and Sale Agreement(s)**. Contemporaneously with, and during the negotiation of, the Master Agreement, the City, Authority and Claremont agree to negotiate in good faith, one or more purchase and sale agreements with respect to the purchase by Claremont of the Land and the improvements located thereon which are owned by either the City or the Authority. If the Master Agreement has been executed and delivered by the Master Agreement Parties on or before the Expiration Date or any extension thereof and if the City, the Authority and Claremont have come to an agreement on the terms of the purchase and sale agreements, then the City, the Authority and Claremont will execute and deliver the purchase and sale agreements contemporaneously with the execution and delivery of the Master Agreement. The purchase and sale agreement(s) will contain conditions, representations, warranties, other covenants and other conditions to transfer, which may be required by and must be acceptable to the City, the Authority and Claremont in their sole and absolute discretions. The purchase and sale agreement(s) shall include, among other things, the following provisions:

(a) The property which will be subject to the terms of the purchase and sale agreement(s) will be the Land and all improvements owned by the City and/or the Authority located thereon.

(b) Closing of the purchase and sale of the land described on **Exhibit B** or **Exhibit C** attached hereto (the "Initial Parcels") shall occur on or before 30 days following waiver of all conditions precedent to closing of the purchase and sale of the Initial Parcels as are set forth in the purchase and sale agreements. The term "Initial Parcels" shall mean the land described on Exhibit B attached hereto if, prior to the closing of the Initial Parcels, Claremont or its assigns has acquired the improvements located on Parcel 4 of Exhibit B attached hereto. The term "Initial Parcels" shall mean the land described on Exhibit C attached hereto if, prior to the closing of the Initial Parcels, Claremont has not acquired the improvements located on Parcel 4 of Exhibit B attached hereto. If subsequent to the closing of the Initial Parcels, Claremont or its assignee has acquired the improvements located on Parcel 4 of Exhibit B attached hereto, then Claremont shall convey to the City for the price of \$1.00, the parcel designated as Parcel 4 on Exhibit C and the City shall contemporaneously convey to Claremont, for the price of \$1.00, Parcel 4 of Exhibit B attached hereto. To the extent any transfer fees are due in connection with such exchange, Claremont shall pay such fees.

(c) The gross purchase price for the Initial Parcels shall be \$650,000.00, subject to credits and prorations set forth in the purchase and sale agreement(s).

(d) Closing of the purchase and sale of the land described on **Exhibit D** or **Exhibit E** attached hereto (the "Additional Land") shall occur on or before December 31, 2015, subject to extensions, if any, negotiated by the City, the Authority and Claremont, and subject to any conditions precedent to such closing as are set forth in the purchase and sale agreement(s). The term "Additional Land" shall mean the parcels described on Exhibit D attached hereto, if at the time of conveyance of the Additional Land, the Initial Parcels are those parcels described on Exhibit B attached hereto. The term "Additional Land" shall mean the parcels described on Exhibit E attached hereto, if at the time of conveyance of the Additional Land, the Initial Parcels are those parcels described on Exhibit C attached hereto.

(e) The gross purchase price for the Additional Land shall be \$5,000,000.00, subject to credits and prorations set forth in the purchase and sale agreement(s).

(f) Claremont shall have a period of 60 days following the effective date of the purchase and sale agreement(s) related to the Initial Parcels to complete its due diligence examination of the Land and the improvements located thereon, for the purpose of evaluating the Land and the improvements located thereon for the uses of the Land and improvements contemplated by the Master Agreement.

(g) Claremont, its successors and assigns shall lease the Initial Parcels to the City and/or the Authority, at no cost to the City or the Authority, for parking and special events until the commencement of construction of improvements on the Initial Parcels in accordance with final plans approved by the City in accordance with the City's laws, rules, regulations and ordinances. If at any time Claremont elects not to purchase the Additional Land in accordance with the terms of the purchase and sale agreement(s) related thereto, then the City's rights pursuant to this subparagraph (g) shall terminate. Claremont, its successors and assigns will also agree to pay all costs and expenses of operation of the parking lot located on the Initial Parcels in accordance with the parking district assessments levied in connection with the parking lot.

(h) If Claremont does not close on the purchase of the Additional Land, then the City and the Authority shall have the right, but not the obligation, to repurchase the Initial Parcels at a purchase price equal to the gross purchase price paid by Claremont for the Initial Parcels, subject to credits and prorations. The City's and the Authority's right shall be recorded with the Register of Deeds of Sheboygan County, Wisconsin. The City's and the Authority's right to repurchase must be exercised, if at all, within six months of the date of notice from Claremont that it will not purchase the Additional Land. This is intended as an additional right of the City and the Authority in the event Claremont elects, pursuant to the terms of the purchase and sale agreement(s), not to purchase the Additional Land; it is not intended to be, and is not, City's or Authority's sole or exclusive remedy under the purchase and sale agreement(s) in the event of a default by Claremont under the purchase and sale agreement(s).

The purchase and sale agreement(s) will contain other terms, covenants and conditions as are acceptable to the City, the Authority and Claremont, in their respective sole and absolute discretions. The parties agree that all parties' obligations under the purchase and sale agreement(s) will be subject to the satisfaction of conditions required by each of the parties and this paragraph 4 does not contain all such conditions. The parties to this Agreement acknowledge that this paragraph 4 omits many terms and conditions of any purchase and sale agreement and/or the transfer of the Land and improvements to Claremont, some of which may be material. The respective rights and obligations of the parties with respect to the purchase and sale of the Land and improvements remain to be defined in the purchase and sale agreement(s).

5. **Termination of Agreement.** This Agreement shall terminate on the earliest to occur of:

(a) Failure of the Master Agreement Parties to execute and deliver the Master Agreement on or before the Expiration Date, or any extension thereof pursuant to paragraph 2 above;

(b) Failure of the City, the Authority and Claremont to enter into the purchase and sale agreements described in paragraph 4 above, contemporaneously with the Master Agreement;

(c) If the parties to this Agreement agree in writing to terminate this Agreement; or

(d) The date that any Master Agreement Party discontinues its participation in the negotiation of the Master Agreement.

Upon the occurrence of any of the events set forth in this paragraph 5, this Agreement shall automatically terminate, without need of any further document or instrument. The terms and conditions of this paragraph shall act as a release of the Land and improvements located thereon from the lien of this Agreement, without need of any further authorization, document or instrument. Any person or entity, including any title insurance company or any entity insuring title to the Land and/or the improvements, shall have the right to rely on this provision in issuing any title insurance policy or insuring title to the Land and improvements. Notwithstanding the foregoing, upon the request of any party, the parties agree to execute and record the release attached hereto as **Exhibit F** following termination of this Agreement pursuant to this paragraph 5. Notwithstanding the foregoing, the provisions of paragraph 17 of this Agreement shall survive any termination of this Agreement.

6. **Notices.** Any and all notices, demands, or other communications under or with respect to this Agreement shall be in writing and served or made by delivering the same in person or by mailing the same postpaid by registered or certified mail to the party to whom such notice, demand, or communication is directed or sent by overnight commercial courier service or by facsimile. Notice shall be deemed given when personally delivered, or one day after deposit in the United States mail, postage prepaid (if delivered by registered or certified mail) addressed as set forth below, or one day following delivery of the notice to the overnight commercial courier service addressed as set forth below, or when the notice is sent by facsimile to the fax number listed below.

To City or the
Authority:

City Attorney's Office
828 Center Avenue
Sheboygan, WI 53081-4442
Attn: City Attorney
Facsimile: (920) 459-3919

To Claremont:

c/o The Claremont Company
c/o The Claremont Companies
One Lakeshore Center
Bridgewater, MA 02324
Attention: Elias Patoucheas
Facsimile: (508) 279-3495

with a copy to:

Bernkopf Goodman LLP
125 Summer Street, 13th Floor
Boston, MA 02110
Attention: Martin C. Pomeroy, Esquire
Facsimile: (617) 790-3300

Any party may change its address or facsimile number by notice given to the other party pursuant hereto.

7. **TIME OF ESSENCE.** **TIME IS OF THE ESSENCE** of all provisions of this Agreement. Any time period provided for herein which shall end on a Saturday, Sunday, or federal legal holiday shall extend to 5:00 p.m. of the next regular business day.

8. **Default Provisions.** In the event of a default by Claremont under this Agreement, then City and the Authority shall have all rights and remedies available to them at law and/or in equity, including the right to specific performance of this Agreement by Claremont. In the event of a default by City or the Authority under this Agreement, then Claremont shall have all rights and remedies available to it at law and/or in equity, including the right to specific performance of this Agreement by City and/or the Authority.

9. **Governing Law.** This Agreement concerns real property located in the State of Wisconsin and shall be interpreted and construed according to the internal laws of the State of Wisconsin.

10. **Entire Agreement.** This writing constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated.

11. **Memorandum.** The parties agree to give notice on the public record of this Agreement by recording a Memorandum of Option to Negotiate and Purchase in the office of the Register of Deeds of Sheboygan County, Wisconsin.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

13. **Facsimile/E-Mail Signatures.** Facsimile and e-mail signatures shall be deemed original signatures for all purposes of this Agreement.

14. **Amendment.** This Agreement may be amended only by a written instrument signed by the parties hereto.

15. **Assignment.** This Agreement and the rights granted to Claremont pursuant hereto are not assignable without the prior written consent of City and the Authority, which consent either may withhold in their sole discretion. Any assignment, if permitted, shall not relieve Claremont of its obligations hereunder.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. **City and Authority Costs and Expenses.** Claremont shall pay all actual third-party costs and expenses incurred by City and/or the Authority, including City's and Authority's attorneys' fees and the fees of accountants and other professionals, consultants and representatives, in order to effect the transactions which are the subject of this Agreement. Payment in full of any invoice shall be made in the amount billed by the City, the Authority or any third party within 15 days of receipt of any invoice requesting payment. Failure by Claremont to make payment in full within the 15-day period shall be a default hereunder and in addition to any other remedies available to the City and/or the Authority, at the option of the City and/or the Authority, will result in immediate termination of all discussions and negotiation of all agreements hereunder until payment in full is made. The City's and/or Authority's termination of discussions and negotiations under the immediately preceding sentence shall not have the effect of automatically terminating this Agreement under paragraph 3 above unless the City and/or the Authority specifically notify Claremont in writing that the Agreement is automatically terminated under paragraph 3 above as a result of the failure to make the payments required to be made pursuant to this paragraph 17. The term "third-party" shall mean any person or entity other than those persons or entities who are employees of the City and/or the Authority. The costs and expenses shall include, without limitation, the actual costs and expenses and fees associated with the negotiation and enforcement of this Agreement, the Master Agreement and the purchase and sale agreements, actual costs, expenses and fees related to the receipt of approval of all governmental and Master authorities as may be required in connection with this Agreement, the Master Agreement and the purchase and sale agreements, and the actual costs and expenses and fees associated with the negotiation and enforcement and approval of any other documents or agreements as may be required to effect the transactions which are the subject of this Agreement, the Master Agreement and the purchase and sale agreements, and the closing of the purchase and sale of the Land and the Additional Land. The provisions of this paragraph 17 shall survive termination or expiration of this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

**Redevelopment Authority of
the City of Sheboygan, Wisconsin**

By: _____
Name: _____
Its: _____

City of Sheboygan, Wisconsin

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Claremont New Frontier Resort LLC

By: _____
Its: _____

Exhibit A
(Legal Description of all Land)

Exhibit B

(Legal Description of Initial Parcels - Assumes Purchase Agreement for Improvements located on Parcel 4)

Parcel 1

Parcel 2

Parcel 3

Parcel 4

Exhibit C

**(Legal Description of Initial Parcels - No Purchase Agreement for improvements located on
Parcel 4 of Exhibit B)**

Parcel 1

Parcel 2

Parcel 3

Parcel 4

Exhibit D

(Additional Land - If at time of conveyance of Additional Land, Claremont owns parcels described on Exhibit B)

Exhibit E

(Additional Land - If at time of conveyance of Additional Land, Claremont owns parcels described on Exhibit C)

Exhibit F

**RELEASE OF OPTION TO NEGOTIATE
AND PURCHASE**

Document Number

The undersigned certify that the City of Sheboygan, Wisconsin and the Redevelopment Authority of the City of Sheboygan, Wisconsin, and Claremont New Frontier Resort LLC entered into an Option to Negotiate and Purchase, dated February __, 2012, a memorandum of which was recorded on February __, 2012, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. _____. The undersigned have the right to release the same, and hereby releases from the lien of the above-described Option to Negotiate and Purchase and Memorandum of Option to Negotiate and Purchase, the following described real estate located in said county ("Property"):

See Exhibit A attached hereto.

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date set forth above.

**REDEVELOPMENT AUTHORITY OF THE CITY
OF SHEBOYGAN, WISCONSIN**

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of February, 2012, the above named _____ and _____, the Chairperson and Executive Director, respectively, of **Redevelopment Authority of the City of Sheboygan, Wisconsin**, known to me to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the **Redevelopment Authority of the City of Sheboygan, Wisconsin**.

Name: _____

Notary Public

Sheboygan County, Wisconsin

My Commission expires: _____

(Notary Seal)

CITY OF SHEBOYGAN, WISCONSIN

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of February, 2012, the above named _____ and _____, the _____ and _____, respectively, of the **City of Sheboygan, Wisconsin**, known to me to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the the **City of Sheboygan, Wisconsin**.

Name: _____

Notary Public

Sheboygan County, Wisconsin

My Commission expires: _____

(Notary Seal)

**CLAREMONT NEW FRONTIER RESORT
LLC, a Delaware limited liability company**

By: _____
Elias Patoucheas, Manager

STATE OF _____)

) ss.

COUNTY OF _____)

Personally came before me this ___ day of February, 2012, the above named Elias Patoucheas, Manager of Claremont New Frontier Resort LLC, a Delaware limited liability company, known to me to be the person who executed the foregoing instrument and acknowledged the same on behalf of the limited liability company.

Name: _____
Notary Public
_____ County, _____.
My Commission expires: _____

(Notary Seal)

This instrument was drafted by:

Ann K. Comer, Esq.
Quarles & Brady LLP
411 E. Wisconsin Avenue, Suite 2040
Milwaukee, WI 53202

Option To Negotiate and Purchase

This Option to Negotiate and Purchase (this "Agreement") is made and entered into this ___ day of ~~February~~ March, 2012, by and between **Claremont New Frontier Resort LLC**, a Delaware limited liability company ("Claremont") and the **Redevelopment Authority of the City of Sheboygan, Wisconsin** (the "Authority"), and the **City of Sheboygan, Wisconsin** (the "City").

Witnesseth

A. The Authority is the owner of the land described on Exhibit A attached hereto (the "Land");

B. The Authority, the City, Claremont and the Sokaogon Indian Tribe (the "Tribe") intend to consider the terms on which the Tribe and/or Claremont will be permitted to construct a Tribal gambling casino on a portion of the Land and conduct Tribal gaming operations on the Land;

C. If the Authority, the City, Claremont and the Tribe enter into an agreement with respect to the matters described in paragraph B above, as more particularly described in paragraph 3 below, Claremont or its assigns intends to purchase the Land and all improvements owned by the City and/or the Authority located thereon;

D. Claremont has asked that the City and the Authority grant to Claremont an option to purchase the Land and agree that they will not sell or lease the Land or enter into any negotiation for the sale or lease of the Land for a period of time which will allow the City, the Authority, Claremont and the Tribe to consider and negotiate an agreement with respect to the matters set forth in paragraph B above; and

E. The City and the Authority are willing to agree not to sell or lease the Land or enter into any negotiation for the sale or lease of the Land, and to grant an option to purchase the Land to Claremont but only on the terms and conditions set forth herein.

Now, Therefore, in consideration of the premises and the covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Agreement Not To Transfer.** Until this Agreement is terminated in accordance with paragraph 5 below, the City and the Authority agree that they will not sell, convey, transfer, lease or assign (in each case, a "Transfer"), all or any portion of the Land or the improvements located thereon. Until this Agreement is terminated in accordance with paragraph 5 below, the City and the Authority agree that they will not negotiate a Transfer of the Land and/or the improvements located thereon with any person or entity other than Claremont.

2. **Term of Agreement.** This Agreement shall continue in full force and effect up through and including [_____, 2012] (the "Expiration Date") **[Note: This will be a 120-day period.]** Claremont may extend the Expiration Date of this Agreement for two additional periods of 30 days each as follows:

A. Prior to the Expiration Date, Claremont shall deliver to the City and the Authority, a request in writing to extend this Agreement for an additional 30 days. If, in the reasonable discretion of the City and the Authority, execution and delivery of the Master Agreement (as hereinafter defined) is likely to occur sometime within the 60-day period following the Expiration Date, the City and the Authority shall consent to Claremont's request and this Agreement shall be extended for an additional 30 days (the "First Extension Period").

B. Prior to the expiration of the First Extension Period, Claremont shall deliver a request in writing to the City and the Authority to extend this Agreement for an additional 30 days. If, in the reasonable discretion of the City and the Authority, execution and delivery of the Master Agreement (as hereinafter defined) is likely to occur sometime within the 30-day period following the expiration of the First Extension Period, the City and the Authority shall consent to Claremont's request and this Agreement shall be extended for an additional 30 days (the "Second Extension Period").

If the Master Agreement is not executed and delivered by the parties to it for any reason whatsoever on or before the Expiration Date or any extensions thereof, this Agreement shall automatically terminate without need of any further document or instrument. The provisions of paragraph 17 below shall survive any such termination.

3. **Master Agreement.** The City, the Authority, Claremont, the Tribe and any other party determined to be necessary by the City or the Authority or Claremont or the Tribe, in their respective sole discretions (the City, the Authority, Claremont, the Tribe and any such other party being herein collectively referred to as the "Master Agreement Parties") shall attempt to negotiate an agreement (the "Master Agreement") among them regarding: the proposed construction of improvements on some or all of the Land; and the further development of the Land and the improvements thereon; and the payments of real estate taxes or payments in lieu thereof, room taxes or payments in lieu thereof, assessments and other fees associated with the Land and the improvements located on the Land; and construction of infrastructure improvements to, through and on the Land; and such other matters as any of the Master Agreement Parties, in the exercise of their respective sole discretions, deem necessary or appropriate in connection with the further development of the Land and the improvements located thereon. If any of the Master Agreement Parties decides at any time prior to the Expiration Date or any extension thereof to discontinue negotiations for any reason whatsoever, then this Agreement shall automatically terminate without need of any further document or instrument. The provisions of paragraph 17 below shall survive any such termination. If the Master Agreement Parties execute and deliver the Master Agreement on or before the Expiration Date or any extension thereof, then the City, the Authority, and Claremont shall enter into one or more purchase and sale agreements, as described in paragraph 4 below, but if and only if the conditions set forth in paragraph 4 below and elsewhere in this Agreement are satisfied. The parties acknowledge that the Master Agreement will be an agreement running with Land and the improvements located thereon, will be recorded as an encumbrance against the Land and the improvements located thereon prior to any other liens, mortgages, or encumbrances, and will bind the Master Agreement Parties, their successors and assigns, and any owners in title of any part of the Land or the improvements located thereon.

4. **Purchase and Sale Agreement(s).** Contemporaneously with, and during the negotiation of, the Master Agreement, the City, Authority and Claremont agree to negotiate in

good faith, one or more purchase and sale agreements with respect to the purchase by Claremont of the Land and the improvements located thereon which are owned by either the City or the Authority. If the Master Agreement has been executed and delivered by the Master Agreement Parties on or before the Expiration Date or any extension thereof and if the City, the Authority and Claremont have come to an agreement on the terms of the purchase and sale agreements, then the City, the Authority and Claremont will execute and deliver the purchase and sale agreements contemporaneously with the execution and delivery of the Master Agreement. The purchase and sale agreement(s) will contain conditions, representations, warranties, other covenants and other conditions to transfer, which may be required by and must be acceptable to the City, the Authority and Claremont in their sole and absolute discretions. The purchase and sale agreement(s) shall include, among other things, the following provisions:

(a) The property which will be subject to the terms of the purchase and sale agreement(s) will be the Land and all improvements owned by the City and/or the Authority located thereon.

(b) Closing of the purchase and sale of the land described on **Exhibit B** or **Exhibit C** attached hereto (the "Initial Parcels") shall occur on or before 30 days following waiver of all conditions precedent to closing of the purchase and sale of the Initial Parcels as are set forth in the purchase and sale agreements. The term "Initial Parcels" shall mean the land described on Exhibit B attached hereto if, prior to the closing of the Initial Parcels, Claremont or its assigns has acquired the improvements located on Parcel 4 of Exhibit B attached hereto. The term "Initial Parcels" shall mean the land described on Exhibit C attached hereto if, prior to the closing of the Initial Parcels, Claremont has not acquired the improvements located on Parcel 4 of Exhibit B attached hereto. If subsequent to the closing of the Initial Parcels, Claremont or its assignee has acquired the improvements located on Parcel 4 of Exhibit B attached hereto, then Claremont shall convey to the City for the price of \$1.00, the parcel designated as Parcel 4 on Exhibit C and the City shall contemporaneously convey to Claremont, for the price of \$1.00, Parcel 4 of Exhibit B attached hereto. To the extent any transfer fees are due in connection with such exchange, Claremont shall pay such fees.

(c) The gross purchase price for the Initial Parcels shall be \$650,000.00, subject to credits and prorations set forth in the purchase and sale agreement(s).

(d) Closing of the purchase and sale of the land described on **Exhibit D** or **Exhibit E** attached hereto (the "Additional Land") shall occur on or before December 31, 2015, subject to extensions, if any, negotiated by the City, the Authority and Claremont, and subject to any conditions precedent to such closing as are set forth in the purchase and sale agreement(s). The term "Additional Land" shall mean the parcels described on Exhibit D attached hereto, if at the time of conveyance of the Additional Land, the Initial Parcels are those parcels described on Exhibit B attached hereto. The term "Additional Land" shall mean the parcels described on Exhibit E attached hereto, if at the time of conveyance of the Additional Land, the Initial Parcels are those parcels described on Exhibit C attached hereto.

(e) The gross purchase price for the Additional Land shall be \$5,000,000.00, subject to credits and prorations set forth in the purchase and sale agreement(s).

(f) Claremont shall have a period of 60 days following the effective date of the purchase and sale agreement(s) related to the Initial Parcels to complete its due diligence examination of the Land and the improvements located thereon, for the purpose of evaluating the Land and the improvements located thereon for the uses of the Land and improvements contemplated by the Master Agreement.

(g) Claremont, its successors and assigns shall lease the Initial Parcels to the City and/or the Authority, at no cost to the City or the Authority, for parking and special events until the commencement of construction of improvements on the Initial Parcels in accordance with final plans approved by the City in accordance with the City's laws, rules, regulations and ordinances. If at any time Claremont elects not to purchase the Additional Land in accordance with the terms of the purchase and sale agreement(s) related thereto, then the City's rights pursuant to this subparagraph (g) shall terminate. Claremont, its successors and assigns will also agree to pay all costs and expenses of operation of the parking lot located on the Initial Parcels in accordance with the parking district assessments levied in connection with the parking lot.

(h) If Claremont does not close on the purchase of the Additional Land, then the City and the Authority shall have the right, but not the obligation, to repurchase the Initial Parcels at a purchase price equal to the gross purchase price paid by Claremont for the Initial Parcels, subject to credits and proration. The City's and the Authority's right shall be recorded with the Register of Deeds of Sheboygan County, Wisconsin. The City's and the Authority's right to repurchase must be exercised, if at all, within six months of the date of notice from Claremont that it will not purchase the Additional Land. This is intended as an additional right of the City and the Authority in the event Claremont elects, pursuant to the terms of the purchase and sale agreement(s), not to purchase the Additional Land; it is not intended to be, and is not, City's or Authority's sole or exclusive remedy under the purchase and sale agreement(s) in the event of a default by Claremont under the purchase and sale agreement(s).

The purchase and sale agreement(s) will contain other terms, covenants and conditions as are acceptable to the City, the Authority and Claremont, in their respective sole and absolute discretions. The parties agree that all parties' obligations under the purchase and sale agreement(s) will be subject to the satisfaction of conditions required by each of the parties and this paragraph 4 does not contain all such conditions. The parties to this Agreement acknowledge that this paragraph 4 omits many terms and conditions of any purchase and sale agreement and/or the transfer of the Land and improvements to Claremont, some of which may be material. The respective rights and obligations of the parties with respect to the purchase and sale of the Land and improvements remain to be defined in the purchase and sale agreement(s).

5. **Termination of Agreement.** This Agreement shall terminate on the earliest to occur of:

(a) Failure of the Master Agreement Parties to execute and deliver the Master Agreement on or before the Expiration Date, or any extension thereof pursuant to paragraph 2 above;

(b) Failure of the City, the Authority and Claremont to enter into the purchase and sale agreements described in paragraph 4 above, contemporaneously with the Master Agreement;

(c) If the parties to this Agreement agree in writing to terminate this Agreement;
or

(d) The date that any Master Agreement Party discontinues its participation in the negotiation of the Master Agreement.

Upon the occurrence of any of the events set forth in this paragraph 5, this Agreement shall automatically terminate, without need of any further document or instrument. The terms and conditions of this paragraph shall act as a release of the Land and improvements located thereon from the lien of this Agreement, without need of any further authorization, document or instrument. Any person or entity, including any title insurance company or any entity insuring title to the Land and/or the improvements, shall have the right to rely on this provision in issuing any title insurance policy or insuring title to the Land and improvements. Notwithstanding the foregoing, upon the request of any party, the parties agree to execute and record the release attached hereto as **Exhibit F** following termination of this Agreement pursuant to this paragraph 5. Notwithstanding the foregoing, the provisions of paragraph 17 of this Agreement shall survive any termination of this Agreement.

6. **Notices.** Any and all notices, demands, or other communications under or with respect to this Agreement shall be in writing and served or made by delivering the same in person or by mailing the same postpaid by registered or certified mail to the party to whom such notice, demand, or communication is directed or sent by overnight commercial courier service or by facsimile. Notice shall be deemed given when personally delivered, or one day after deposit in the United States mail, postage prepaid (if delivered by registered or certified mail) addressed as set forth below, or one day following delivery of the notice to the overnight commercial courier service addressed as set forth below, or when the notice is sent by facsimile to the fax number listed below.

To City or the
Authority:

City Attorney's Office
828 Center Avenue
Sheboygan, WI 53081-4442
Attn: City Attorney
Facsimile: (920) 459-3919

To Claremont:

c/o The Claremont Company
c/o The Claremont Companies
One Lakeshore Center
Bridgewater, MA 02324
Attention: Elias Patoucheas
Facsimile: (508) 279-3495

with a copy to:

Bernkopf Goodman LLP
125 Summer Street, 13th Floor
Boston, MA 02110
Attention: Martin C. Pomeroy, Esquire
Facsimile: (617) 790-3300

Any party may change its address or facsimile number by notice given to the other party pursuant hereto.

7. **TIME OF ESSENCE. TIME IS OF THE ESSENCE** of all provisions of this Agreement. Any time period provided for herein which shall end on a Saturday, Sunday, or federal legal holiday shall extend to 5:00 p.m. of the next regular business day.

8. **Default Provisions.** In the event of a default by Claremont under this Agreement, then City and the Authority shall have all rights and remedies available to them at law and/or in equity, including the right to specific performance of this Agreement by Claremont. In the event of a default by City or the Authority under this Agreement, then Claremont shall have all rights and remedies available to it at law and/or in equity, including the right to specific performance of this Agreement by City and/or the Authority.

9. **Governing Law.** This Agreement concerns real property located in the State of Wisconsin and shall be interpreted and construed according to the internal laws of the State of Wisconsin.

10. **Entire Agreement.** This writing constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated.

11. **Memorandum.** The parties agree to give notice on the public record of this Agreement by recording a Memorandum of Option to Negotiate and Purchase in the office of the Register of Deeds of Sheboygan County, Wisconsin.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

13. **Facsimile/E-Mail Signatures.** Facsimile and e-mail signatures shall be deemed original signatures for all purposes of this Agreement.

14. **Amendment.** This Agreement may be amended only by a written instrument signed by the parties hereto.

15. **Assignment.** This Agreement and the rights granted to Claremont pursuant hereto are not assignable without the prior written consent of City and the Authority, which consent either may withhold in their sole discretion. Any assignment, if permitted, shall not relieve Claremont of its obligations hereunder.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. **City and Authority Costs and Expenses.** Claremont shall pay all actual third-party costs and expenses incurred by City and/or the Authority, including City's and Authority's attorneys' fees and the fees of accountants and other professionals, consultants and representatives, in order to effect the transactions which are the subject of this Agreement. Payment in full of any invoice shall be made in the amount billed by the City, the Authority or any third party within 15 days of receipt of any invoice requesting payment. Failure by Claremont to make payment in full within the 15-day period shall be a default hereunder and in addition to any other remedies available to the City and/or the Authority, at the option of the City and/or the Authority, will result in immediate termination of all discussions and negotiation of all agreements hereunder until payment in full is made. The City's and/or Authority's termination of discussions and negotiations under the immediately preceding sentence shall not have the effect of automatically terminating this Agreement under paragraph 3 above unless the City and/or the Authority specifically notify Claremont in writing that the Agreement is automatically terminated under paragraph 3 above as a result of the failure to make the payments required to be made pursuant to this paragraph 17. The term "third-party" shall mean any person or entity other than those persons or entities who are employees of the City and/or the Authority. The costs and expenses shall include, without limitation, the actual costs and expenses and fees associated with the negotiation and enforcement of this Agreement, the Master Agreement and the purchase and sale agreements, actual costs, expenses and fees related to the receipt of approval of all governmental and Master authorities as may be required in connection with this Agreement, the Master Agreement and the purchase and sale agreements, and the actual costs and expenses and fees associated with the negotiation and enforcement and approval of any other documents or agreements as may be required to effect the transactions which are the subject of this Agreement, the Master Agreement and the purchase and sale agreements, and the closing of the purchase and sale of the Land and the Additional Land. The provisions of this paragraph 17 shall survive termination or expiration of this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

**Redevelopment Authority of
the City of Sheboygan, Wisconsin**

By: _____
Name: _____
Its: _____

City of Sheboygan, Wisconsin

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Claremont New Frontier Resort LLC

By: _____
Its: _____

Exhibit A
(Legal Description of all Land)

Exhibit B

(Legal Description of Initial Parcels - Assumes Purchase Agreement for Improvements located on Parcel 4)

Parcel 1

Parcel 2

Parcel 3

Parcel 4

Exhibit C

(Legal Description of Initial Parcels - No Purchase Agreement for improvements located on Parcel 4 of Exhibit B)

Parcel 1

Parcel 2

Parcel 3

Parcel 4

Exhibit D

(Additional Land - If at time of conveyance of Additional Land, Claremont owns parcels described on Exhibit B)

Exhibit E

(Additional Land - If at time of conveyance of Additional Land, Claremont owns parcels described on Exhibit C)

Exhibit F

**RELEASE OF OPTION TO NEGOTIATE
AND PURCHASE**

Document Number

The undersigned certify that the City of Sheboygan, Wisconsin and the Redevelopment Authority of the City of Sheboygan, Wisconsin, and Claremont New Frontier Resort LLC entered into an Option to Negotiate and Purchase, dated February __, 2012, a memorandum of which was recorded on February __, 2012, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. _____. The undersigned have the right to release the same, and hereby releases from the lien of the above-described Option to Negotiate and Purchase and Memorandum of Option to Negotiate and Purchase, the following described real estate located in said county ("Property"):

See Exhibit A attached hereto.

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date set forth above.

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of February, 2012, the above named _____ and _____, the Chairperson and Executive Director, respectively, of **Redevelopment Authority of the City of Sheboygan, Wisconsin**, known to me to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the **Redevelopment Authority of the City of Sheboygan, Wisconsin**.

Name: _____

Notary Public

Sheboygan County, Wisconsin

My Commission expires: _____

(Notary Seal)

CITY OF SHEBOYGAN, WISCONSIN

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of February, 2012, the above named _____ and _____, the _____ and _____, respectively, of the **City of Sheboygan, Wisconsin**, known to me to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the **the City of Sheboygan, Wisconsin**.

Name: _____

Notary Public

Sheboygan County, Wisconsin

My Commission expires: _____

(Notary Seal)

**CLAREMONT NEW FRONTIER RESORT
LLC, a Delaware limited liability company**

By: _____
Elias Patoucheas, Manager

STATE OF _____)

) ss.

COUNTY OF _____)

Personally came before me this ___ day of February, 2012, the above named Elias Patoucheas, Manager of Claremont New Frontier Resort LLC, a Delaware limited liability company, known to me to be the person who executed the foregoing instrument and acknowledged the same on behalf of the limited liability company.

Name: _____
Notary Public
_____ County, _____.
My Commission expires: _____

(Notary Seal)

This instrument was drafted by:

Ann K. Comer, Esq.
Quarles & Brady LLP
411 E. Wisconsin Avenue, Suite 2040
Milwaukee, WI 53202

Document comparison by Workshare Professional on Thursday, March 01, 2012
9:42:21 AM

Input:	
Document 1 ID	interwovenSite://DMS/ACTIVE/15641993/6
Description	#15641993v6<ACTIVE> - claremont casino option to negotiate and purchase agreement sheboygan
Document 2 ID	interwovenSite://DMS/ACTIVE/15641993/8
Description	#15641993v8<ACTIVE> - claremont casino option to negotiate and purchase agreement sheboygan
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	9
Deletions	4
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	13

EXHIBIT A

Legal Description

A part of the south 1/2 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, being more particularly described as:

Commencing from the southwest corner of Section 9, Township 14 North, Range 23 East; thence North 00°31'53" East along the west line of said Section 9, 691.09 feet; thence South 88°36'42" East, 1032.22 feet to the southeast corner of Lot 3 of a Certified Survey Map recorded in Volume 17, Page 81 of Certified Survey Maps as found monumented with a 1 inch (outside diameter) iron pipe, said point being the Point of Beginning of the parcel herein described; thence North 00°34'22" East along the east line of said Certified Survey Map 662.55 feet to the northeast corner of Lot 1 of said Certified Survey Map as found monumented with a 1 inch (outside diameter) iron pipe; thence North 00°23'36" East, 592.57 feet to the southeast corner of Lot 1 of a Certified Survey Map recorded in Volume 8, Page 246 of Certified Surveys, as found monumented with a 1 inch (outside diameter) iron pipe; thence North 88°26'30" East along lands described as outlot 1 and recorded in Volume 1722, Pages 933 and 934 of Deeds 501.85 feet to a 1 inch (outside diameter) iron pipe set in the west line of lands recorded in Volume 1367, Page 612 of Deeds; thence South 00°51'24" East 336.83 feet to a 1 inch iron pipe set at the southwest corner of said deeded lands; thence South 88°57'25" East along the south line of said deeded lands 1393.11 feet to the centerline of County Trunk Highway "OK"; thence South 17°47'52" West along said centerline 482.52 feet to the intersection with the north line of lands recorded in Volume 887, Pages 207 and 208 of Deeds; thence North 81°11'03" West along the north line of said recorded land 600.12 feet to the northwest corner of said recorded lands found monumented with a 1 inch diameter iron pipe; thence South 09°25'14" West along the west line of said recorded lands 571.17 feet to the southwest corner of said recorded lands found monumented with a 1 inch diameter iron pipe; thence North 88°42'15" West, 1076.61 feet to the Point of Beginning. Said above described lands contains 1,521,877 square feet or 34.94 acres of land, subject to easements of record and road easement for County Trunk Highway "OK."

IX

5.3

R. C. No. 321 - 11 - 12. By SALARIES AND GRIEVANCES.
February 20, 2012.

Your Committee to whom was referred R. C. No. 294-11-12 by Salaries and Grievances and Subs. of Gen. Ord. No. 40-11-12 by Alderpersons Bohren, Heidemann, Kath and Versey re-establishing the salary schedule for the office of Mayor; recommends that the Subs. of Subs. of Gen. Ord. No. 40-11-12 be passed.

- Roesler / Kittelson*
As a ad
Subs of Subs of Ord. pass.
- ① Amend Bohren / Versey to reduce salary to \$50,000 & increase 18% in health insurance
 - ② hold election *fails*
 - ③ Bohren / Versey to reduce to \$55,000 *after* *fails* in health insurance
 - ④ final *Roesler / Kittelson* *Subs of Subs Ord* *Bohren / Versey* to reduce to \$55,000 w/ 18% in health ins. payments
 - ⑤ reconsider on \$60,000
 - ⑥ Bohren / Versey + increase - leave health alone
 - ⑦ *Roesler / Kittelson* *hold* *always*

Cory Poverel

Jean Kittelson

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

2.2

199.



X

14-42

Subs. of Subs. of Gen. Ord. No. 40 - 11 - 12. By Alderpersons Roeseler, Sampson, Dekker and Versey. February 20, 2012.

AN ORDINANCE re-establishing the salary schedule for the office of Mayor.

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


Section 1. The following salary schedule is hereby established for the full-time office of Mayor, effective the third Tuesday in April each year:

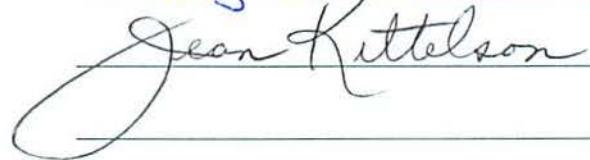
- 2013 - Start salary at \$60,000 for the 1st year
- 2.5% increase per year for the next three years (2014, 2015, 2016)
- 2014 - \$61,500
- 2015 - \$63,038
- 2016 - \$64,613

Section 2. Full-time elected officials shall not engage in any outside business activities during normal City Hall office hours.

Section 3. Health and dental insurance benefits to mirror City-wide non-represented employee benefits.

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 upon 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

104-45



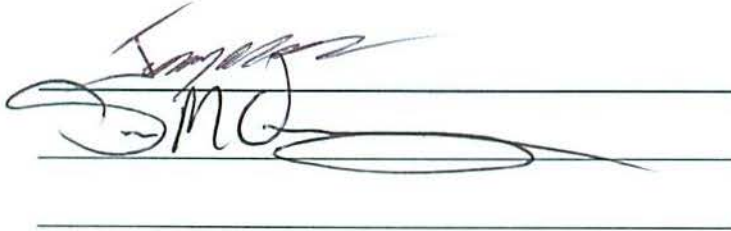
IX

20-28

R. C. No. 294 - 11 - 12. By SALARIES AND GRIEVANCES. January 16, 2012.

Your Committee to whom was referred Gen. Ord. No. 40-11-12 by Alderpersons Bohren, Heidemann, Kath and Versey re-establishing the salary schedule for the office of Mayor (full-time); recommends that the attached Substitute Ordinance be passed.

*Versey/Kittelson
Acc & Ad
Sub. Ord pass.
BAWTT:
Hammond / Bohren
refer 5 & 6
roll*



Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor



Subs. of Gen. Ord. No. 40 - 11 - 12. By Alderpersons Bohren, Heidemann, Kath and Versey. January 16, 2012.

AN ORDINANCE re-establishing the salary schedule for the office of Mayor.

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

Section 1. The following salary schedule is hereby established for the full-time office of Mayor, effective the third Tuesday in April each year:

- 2013 - Start salary at \$60,000 for the 1st year
- 2.5% increase per year for the next three years (2014, 2015, 2016)

Section 2. Full-time elected officials shall not engage in any outside business activities during normal City Hall office hours.

Section 3. Health and dental insurance benefits to mirror City-wide non-represented employee benefits.

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 upon its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

14-42

Gen. Ord. No. 40- 11 - 12. By Alderpersons Bohren, Heidemann, Kath and Versey. October 17, 2011.

AN ORDINANCE re-establishing the salary schedule for the office of Mayor.

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

Section 1. The following salary schedule is hereby established for the full-time office of Mayor, effective the third Tuesday in April each year:

<u>Year</u>	<u>Annual Rate</u>
2013	\$45,000
2014	\$46,125
2015	\$47,278
2016	\$48,460

Section 2. Full-time elected officials shall not engage in any outside business activities during normal City Hall office hours.

Section 3. Health and dental insurance benefits to mirror City-wide non-represented employee benefits.

Sara Grind

17-75

2

17

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 upon its passage and publication.

James A. Bohrer
Julie Kath
[Signature]

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

**WASTEWATER TREATMENT LEAD PLANT OPERATOR
Grade L16**

CODE C08310L

Reports to: Wastewater Superintendent

Department: Public Works

Classification: Non-Exempt

Division: Labor

Date: January 2012

Not Approved

POSITION SUMMARY:

Under general supervision of the Wastewater Superintendent, is responsible for the efficient operation, regulation, and maintenance of equipment and facilities located at the Wastewater Treatment Plant and WW Pump/Lift Stations involving the performance of skilled work normally done independently.

Typical Duties: *Essential Functions (These examples do not list all the duties which may be assigned.)

1. Regulates wastewater flow through the treatment plant and makes adjustments in the process in accordance with prescribed standards.
- 2.* Inspects motors, bearings, and gear boxes for overheating and maintains proper lubrication.
- 3.* Collects samples of sewage and effluent at various stages of processing and performs routine physical and chemical analysis, including but not limited to chlorine residual, sulfite residual, ammonia nitrogen concentration, phosphorus concentration, pH, etc....
- 4.* Analyzes and interprets operational data to determine proper process control.
- 5.* Performs start-stop functions on a variety of mechanical and electrical equipment and more complex process equipment systems including but not limited to, pumping systems, chemical feed systems, air supply systems, methane gas systems sludge dewatering systems, etc.
- 6.* Skims and/or cleans process basin walls and water surfaces.
- 7.* Makes and records meter and gauge readings as may be required. Maintains and interprets logs and prepares written reports pertaining thereto.
- 8.* Makes normal repairs to equipment and assists in extensive repairs.

- 9.* The Chief Plant Operator provides guidance and teaches other employees related skills and procedures necessary to operate the wastewater treatment plant and associated equipment.
- 10.* Fill-in and perform all wastewater laboratory analysis (BOD5, TSS, Phosphorus, Ammonia Nitrogen, Chlorine Residual, Fecal Coliform, pH and all other tests as required by the WDNR in the absence of the Laboratory Technician
11. Insures that equipment, buildings, and grounds are clean and maintained in an orderly manner.
12. May be required to fill in as relief for vacations, sick leave, etc.
13. Performs related duties as required.

Minimum Qualifications:

1. High School diploma or GED certificate recognized by the Wisconsin Department of Public Instruction.
2. Seven (7) Years on-the-job experience in the operation of/and principles of wastewater treatment and associated equipment
3. Seven (7) Years on-the-job experience in the operation and maintenance of motors, compressors, pumps, mechanical equipment, and similar mechanical
4. Certification as a Wisconsin Department of Natural Resources Grade IV Wastewater Operator in ALL sub-classes appropriate to the Sheboygan WWTP or ability to obtain in one (1) year. The Wastewater Operators certification may be increased depending on requirements mandated by the WDNR.
6. Ability to work under general instructions and make independent judgments.
7. Knowledge of the methods and principles of the operation of large capacity pumps and related wastewater treatment plant equipment.
8. Knowledge of standard practices, techniques, and principles of water pollution control.
9. Knowledge of and ability to perform laboratory analysis while the Laboratory Technician is absent from work due to vacation, sick leave, or other time off or, when the Lab Tech requires assistance in the lab. Laboratory analysis as required by the WDNR and our WPDES wastewater discharge permit; including but not limited to, BOD5, TSS, Total Phosphorus, Ammonia Nitrogen, Fecal Coliform, pH, etc...
10. Ability to maintain and evaluate records.

11. Ability to inspect sewage plant machinery and mechanical equipment in operation and to detect flaws and defects in operation.
12. Ability to react promptly and effectively in emergencies.
13. Ability to perform manual work involving lifting, climbing, crouching, etc.
14. Ability to establish and maintain effective working relationships.
15. May be required to work shifts, holidays, and week-ends.
16. Must possess a valid Wisconsin Motor Vehicle Operator's license in good standing.

CITY OF SHEBOYGAN

Job Title: Equipment Service Supervisor
Grade: 7

CODE G081101D

Reports To: Buildings/Grounds & MVD Supt. Department: Dept. of Public Works

Classification: Exempt Division: Non-Represented

Date: 2/13/12 Approved: S & G

POSITION SUMMARY:

Under general direction of the Buildings/Grounds & MVD Supt, supervises the repair, maintenance, and conditioning of motor, mechanical, and construction equipment, is responsible for the operational readiness and preventative maintenance of such equipment/ and performs related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- 1.* Directly supervises the in-shop and field repair, service, and maintenance of vehicles and mechanical equipment, maintaining a high standard of safety and efficiency.
- 2.* Directly supervises, schedules, plans, lays out, and inspects the work performed by assigned personnel and participates in trouble-shooting work.
- 3.* Determines and enforces work standards; evaluates worker's performance; and effectively recommends hiring, promotion, demotion, or discipline.
- 4.* Develops and establishes a preventative maintenance program and system by use of scheduled inspections and tests of equipment and tools.
- 5.* Initiates cost reduction methods and improved efficiencies.
- 6.* Prepares recommendations and reports on types of equipment needed and the replacement and procurement necessary to carry out the department's work projects.
- 7.* Prepares recommended bid specifications and purchase requisitions and insures that a proper inventory of parts is maintained.
- 8.* Develops, establishes, and conducts a training program for operator's of Public Works motor equipment.
- 9.* Updates, reviews, and supervises the maintenance of records and reports involving preventative maintenance, repairs, parts, and operational costs; prepares accurate reports and assists with the preparation of the annual budget.
- 10.* Directs and enforces compliance with all applicable City and department policies, regulations, directives, and safety laws and regulations, and initiates corrective action according to DPW Employee Guidelines.

- 11.* Daily prepares and forwards to the Buildings/Grounds & MVD Superintendent and Superintendent Parks and Forestry a list of vehicles and equipment showing those units available for usage and those scheduled for repair or maintenance.
- 12.* Audits the time records of assigned employes and certifies them for payment and spot checks daily equipment rental cards for proper recording to insure maximum revenues for the Motor Vehicle Department.

***Essential Functions**

Minimum Qualifications:

1. High school diploma or GED Certificate recognized by the Wisconsin Department of Public Instruction and extensive experience in the repair, maintenance, conditioning, and control of motor and mechanical equipment, including at least four years in a supervisory capacity at a large garage or in fleet truck maintenance. Satisfactory completion of formal education beyond high school from an accredited institute with a major in supervision/management may be substituted for supervisory experience up to a maximum of two years on a year-for-year basis.
2. Considerable knowledge of vehicle, mechanical, and construction equipment maintenance; diagnosis and repair, and current preventative maintenance practices.
3. Thorough knowledge of business practices applicable to garage management.
4. Considerable knowledge of the specifications needed to have properly operating vehicles and the ability to determine these specifications for the preparation of bids.
5. Knowledge of City, State, and Federal safety standards and safe work practices as they relate to this department.
6. Ability to exercise good judgment, courtesy, and tact in maintaining effective public and employe relations and interdepartmental cooperation.
7. Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing.
8. Ability to effectively supervise, plan, coordinate, and lay out the work for employes.
9. A high sense of responsibility and initiative to work independently and productively without supervision and to work from oral and written instructions.
10. Ability to establish and supervise vehicular cost and maintenance cost records and to analyze this information for the purpose of recommending replacement or other alternatives.

11. Ability to develop procedures for the economical operation of the Motor Vehicle Department and for the most efficient and economical use of equipment.

April 1992

Gen. Ord. 188-91-92

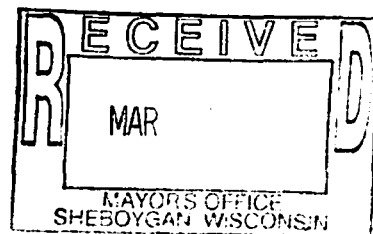
Job Code changed from I08840S to I08840D 12/99 to reflect non-represented, exempt status.

Ike's Food and Cocktails

17805 Highway 7

Minnetonka, MN 55435

February 27, 2012



The Honorable Bob Ryan
City of Sheboygan
828 Center Avenue
Suite 301
Sheboygan, WI 53081

Dear Mayor Ryan,

While researching food and dining concepts for a new restaurant venture in Minnetonka, Minnesota, our travels brought us to Sheboygan. Obviously, there's a wealth of wisdom, knowledge and history in the food and culture of Sheboygan - and throughout the state of Wisconsin - it only made sense for us to experience it for ourselves.

We were so impressed by the incredible hospitality we encountered along the way, particularly in Sheboygan. And when we told people about what we were doing, they responded with great respect, kindness and generosity - a few chefs even shared some of their recipes with us!

Such a warm welcome is a testament to you, the citizens of Sheboygan, and the great state of Wisconsin. We won't forget it as we put our concept into play.

Thank you for a great experience in Sheboygan. We look forward to our next visit!

Best,

Carl "Chip" Isaacson, Founder

Richards, Sue

From: Pat Aaholm [aaholmpat@yahoo.com]
Sent: Monday, February 20, 2012 3:13 PM
To: Richards, Sue
Subject: Re: Amodeo Salary Increase

Thanks much, Sue. **Yes, the NEXT council meeting will be fine**....in fact, by then we'll all know if Bob Ryan is still the mayor or not. Thanks for letting me know the name of the alderman I missed. He must have gotten deleted by mistake when I had to eliminate Alderman Eric Rindfleisch from my list. I always appreciate your prompt action in responding to communications sent to you.

Have a good day!
Pat Aaholm

From: "Richards, Sue" <srichards@ci.sheboygan.wi.us>
To: Alderperson Fred Boeldt <Fred.Boeldt@ci.sheboygan.wi.us>
Cc: "aaholmpat@yahoo.com" <aaholmpat@yahoo.com>
Sent: Monday, February 20, 2012 2:50 PM
Subject: FW: Amodeo Salary Increase
Fred – FYI....
Sue

Pat – This won't be able to be acted on this evening as it is not on the agenda. I can submit it to the next Council meeting on March 5th. Please let me know.....the Alderperson you missed was Ald. Boeldt.

Thanks,
Sue

From: Pat Aaholm [mailto:aaholmpat@yahoo.com]
Sent: Monday, February 20, 2012 2:41 PM
To: Alderperson Darryl Carlson; Alderperson Julie Kath; Alderperson Don Hammond; Alderperson Jeremy Dekker; Alderperson Jim Bohren; Alderperson Joseph Heidemann; Alderperson Scott Versey; Alderperson Jean Kittelson; Alderperson Joel Hammen; Alderperson Joseph Heidemann; Alderperson Kevin Matichek; Alderperson Cory Roeseler; Alderperson Jodi Vander Weele; Richards, Sue; Alderperson David Van Akkeren; McLean, Steve
Cc: Richard Hartmann; Glenn Pilling
Subject: Amodeo Salary Increase

Dear City Clerk Richards and Alderpersons:

After receiving a copy of the exchange of e-mails between Glenn Pilling and Alderman Carlson, I'd like to state that I would be willing to make it a formal request that Mayor Ryan reduces his salary for the remainder of his term (if he should win tomorrow's recall election) by whatever amount James Amodeo's salary is increased. There is absolutely no reason why Bob Ryan should be getting paid for not performing all of the tasks he was initially hired to do; and if the Council feels Amodeo needs a raise at this time because he has picked up the slack from Ryan's decreased workload, then that amount **MUST** come from the source that it was initially budgeted for...that being the mayor's salary.

I don't know if this can still be submitted as a communication at tonight's Common Council meeting. I have tried to notify everyone, but I only count 14 alderpersons above and I don't know whom I am missing. Sue, can you please give a copy of this to whomever is the 15th alderperson?

Patricia L. Aaholm
2602-A Camelot Blvd.
Sheboygan, WI 53081-7451

From: Glenn Pilling <gpilling@milwpc.com>
Subject: Re: Amodeo salary increase
To: "Alderson Darryl Carlson" <Darryl.Carlson@ci.sheboygan.wi.us>
Cc: "Scott Versey" <scott.versey@ci.sheboygan.wi.us>
Date: Monday, February 20, 2012, 10:33 AM

Dear Ald. Carlson I do not wish to send this thru "channels". It would only be filed. I expect you will consider my opinion. Glenn Pilling----- Original Message ----- From: "Alderson Darryl Carlson" <Darryl.Carlson@ci.sheboygan.wi.us> To: "Glenn Pilling" <gpilling@milwpc.com> Sent: Sunday, February 12, 2012 11:17 PM Subject: RE: Amodeo salary increase Glenn, The Mayor has not volunteered to take a reduction in pay since this has been discussed. Are you requesting that we ask the Mayor to take a pay cut? If you are, I can put it in writing and submit it thru the appropriate channels on your behalf. I do apologize for not getting back to you in a more timely fashion, it has been a hectic week. Thank you, Ald. Darryl D. Carlson

From: Glenn Pilling [gpilling@milwpc.com] Sent: Sunday, February 05, 2012 11:44 AM To: Alderson Scott Versey; Alderson Darryl Carlson Subject: Amodeo salary increase Dear Aldermen: Since the increase in Mr. Amodeo's duties was directly related to a decrease in the Mayor's duties, I think that any pay increase should be in direct relation to the amount the Mayor agrees to in reduction for the balance of his term. If the the Mayor has not volunteered to take a reduction, it is time for you, my representatives to formally request one. OR did someone make a quiet promise that someone thinks should now be fulfilled?? Since Mr. Amodeo evidently- no reports to the contrary- accepted the position at his present salary, why not wait for a one year evaluation? By then the Council can fairly evaluate how he gets along with the department heads. Glenn Pilling

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