ATTACHMENTS

VI

R. C. No. ____ - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 72-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds; recommends sending to Council with a positive recommendation.

refer to Finance, Law & Licensing, Pub. Prot & Safety and Pub Wks

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.9

R. O. No. 72 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds. The comparison is to the 2015 approved budget.

Strategic

positive recommendation

refer 5 standing

Chief Administrative Officer

II

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,243,956	1,446,403	202,447	16.27%
Licenses & Permits	706,344	705,165	(1,179)	-0.17%
Intergovernmental Revenue	14,174,399	14,306,287	131,888	0.93%
Charges for Services	1,202,130	1,436,064	233,934	19.46%
Fines & Forfeits	337,100	293,100	(44,000)	-13.05%
Interest on Investments	192,350	195,650	3,300	1.72%
Miscellaneous Revenue	121,668	119,877	(1,791)	-1.47%
Other Financing Sources	1,730,977	1,749,912	18,935	1.09%
Total Revenue	19,708,924	20,252,458	543,534	2.76%
Revenue - Mead Library				
Intergovernmental Revenue	641,462	622,405	(19,057)	-2.97%
Charges for Services	74,550	65,700	(8,850)	-11.87%
Miscellaneous Revenue	44,001	40,000	(4,001)	-9.09%
Total Revenue	760,013	728,105	(31,908)	-4.20%
Revenue - Debt Service Fund				
Interest on Investments	15,000	15,000	-	0.00%
Pension Transfer	490,405	492,544	2,139	0.44%
Transfer from Other Funds	1,088,359	1,028,240	(60,119)	-5.52%
Total Revenue	1,593,764	1,535,784	(57,980)	-3.64%
City Tax Levy				
General Fund	15,972,916	15,274,633	(698,283)	-4.37%
Mead Library Fund	2,305,741	2,305,741	-	0.00%
Debt Service Fund	2,886,889	2,886,889	-	0.00%
Transit Utility fund	511,547	519,490	7,943	1.55%
Total City Tax Levy	21,677,093	20,986,753	(690,340)	-3.18%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	127,818	123,630	(4,188)	-3.28%
Mayor	453,471	410,249	(43,222)	-9.53%
City Clerk	345,394	346,859	1,465	0.42%
Elections	57,698	157,698	100,000	173.32%
Finance	906,485	909,800	3,315	0.37%
Assessor	430,486	419,856	(10,630)	-2.47%
Human Resources	252,782	240,757	(12,025)	-4.76%
City Attorney	447,869	434,237	(13,632)	-3.04%
City Insurance	398,601	398,394	(207)	-0.05%
City Buildings	796,031	798,785	2,754	0.35%
Board of Review	1,450	1,550	100	6.90%
Employee Benefits	340,003	340,003	-	0.00%
Total General Government	4,558,088	4,581,818	23,730	0.52%
Police	12,337,886	11,979,719	(358,167)	-2.90%
Fire	7,801,175	8,007,883	206,708	2.65%
Building Inspection	732,520	678,448	(54,072)	-7.38%
Emergency Operations	1,200	1,200	-	0.00%
Civil Defense	18,455	15,600	(2,855)	-15.47%
Total Public Protection	20,891,236	20,682,850	(208,386)	-1.00%
Public Works	253,144	249,542	(3,602)	-1.42%
Engineering	521,209	532,927	11,718	2.25%
Streets	3,947,654	4,077,751	130,097	3.30%
Sanitation	2,412,400	2,387,878	(24,522)	-1.02%
Boat Facilities	-	-	-	0.00%
Landfill	19,000	10,000	(9,000)	-47.37%
Total Public Works	7,153,407	7,258,098	104,691	1.46%
Cemetery	249,012	241,577	(7,435)	-2.99%
Total Human Services	249,012	241,577	(7,435)	-2.99%
Park Department	2,363,999	2,315,625	(48,374)	-2.05%
Senior Center	180,524	173,698	(6,826)	-3.78%
Total Culture/Recreation	2,544,523	2,489,323	(55,200)	-2.17%
City Development	266,574	254,880	(11,694)	-4.39%
Interfund Transfers	4,000	3,545	(455)	-11.38%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,681,840	35,527,091	(154,749)	-0.43%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	56,887	53,827	(3,060)	-5.38%
Mead Library Fund	3,065,754	3,033,846	(31,908)	-1.04%
Tourism Fund	1,188,384	1,229,843	41,459	3.49%
Cable TV Franchise Fund	558,100	576,170	18,070	3.24%
Minicipal Court Fund	1,113,500	904,500	(209,000)	-18.77%
Ambulance Fund	1,208,000	1,234,957	26,957	2.23%
Special Assessment Fund	448,368	345,024	(103,344)	-23.05%
Harbor Centre Marina Fund	1,024,995	775,000	(249,995)	-24.39%
Redevelopment Authority Fund	11,300	15,000	3,700	32.74%
Total Special Revenue Funds	8,675,288	8,168,167	(507,121)	-5.85%
G O Debt Service Fund	4,480,653	4,422,673	(57,980)	-1.29%
TID VI Debt Service Fund	1,803,048	1,567,249	(235,799)	-13.08%
TID V Debt Service Fund	5,039	3,300	(1,739)	-34.51%
TID VII Debt Service Fund	149,664	137,963	(11,701)	-7.82%
TID X Debt Service Fund	252,762	268,500	15,738	6.23%
TID XI Debt Service Fund	457,250	588,571	131,321	28.72%
TID XII Debt Service Fund	160,603	206,994	46,391	28.89%
TID XIII Debt Service Fund	251,299	316,569	65,270	25.97%
TID XIV Debt Service Fund	424,684	444,632	19,948	4.70%
TID XV Debt Service Fund	205,304	220,546	15,242	7.42%
TID E1 Debt Service Fund	162,963	207,628	44,665	27.41%
Total Debt Service Funds	8,353,269	8,384,625	31,356	0.38%
Industrial Park Fund	4,500	4,100	(400)	-8.89%
Capital Improvements Fund	3,000,000	3,000,000	-	0.00%
Transit Utility Fund	511,547	519,490	7,943	1.55%
Total Budget	56,226,444	55,603,473	(476,165)	-0.85%

VI

R. C. No. ____ - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 73-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds; recommends sending to the Council with a positive recommendation.

refer to:
Finance, Law & Lic.,
Pub. Prot & Safety
& Pub Wks.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.10

R. O. No. 73 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2015 approved budget.

Strategic
positive recommendation
refer to 5 standings

Chief Administrative Officer

II

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Enterprise Funds				
Wastewater Fund	9,111,268	8,420,302	(690,966)	-7.58%
Boat Facilities Fund	124,261	96,300	(27,961)	-22.50%
Parking Utility Fund	459,420	461,170	1,750	0.38%
Transit Utility Fund	3,616,178	3,613,518	(2,660)	-0.07%
Total Enterprise Funds	13,311,127	12,591,290	(719,837)	-5.41%
Internal Service Funds				
Motor Vehicle Fund	2,002,951	1,989,788	(13,163)	-0.66%
Health Insurance Fund	8,235,786	7,361,837	(873,949)	-10.61%
Liability Insurance Fund	577,000	577,000	-	0.00%
Workers Compensation Fund	609,405	609,405	-	0.00%
Information Technology Fund	849,520	851,807	2,287	0.27%
Total Internal Service Funds	12,274,662	11,389,837	(884,825)	-7.21%
Trust Funds				
Cemetery Perpetual Care Fund	13,796	9,940	(3,856)	-27.95%
E H May Environmental Park Fund	23,375	-	(23,375)	-100.00%
Everhard/Forrer Trust Fund	62,500	7,000	(55,500)	-88.80%
Total Trust Funds	99,671	16,940	(82,731)	-83.00%

III

4.4

Res. No. 65 - 15 - 16. By Alderperson Carlson. August 17, 2015.

A RESOLUTION authorizing the appropriate City officials to execute the Lease Agreement on behalf of the Sheboygan Police Department as lead agency for the Sheboygan County MEG Unit with Sheboygan County for administrative space.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Lease Agreement between Sheboygan County and Sheboygan County Multi-Jurisdictional Enforcement Group by its lead agency City of Sheboygan Police Department, a copy of which is attached hereto and incorporated herein.

PP+S.

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 Lease Agreement is entered into this _____ day of July, 2015, by and between **SHEBOYGAN COUNTY**, a Wisconsin municipal body corporate ("Landlord"), and **SHEBOYGAN COUNTY MULTI-JURISDICTIONAL ENFORCEMENT GROUP** ("the MEG Unit") ("Tenant"), by its lead agency **CITY OF SHEBOYGAN POLICE DEPARTMENT**, a unit of the City of Sheboygan, a Wisconsin municipal corporation.

WHEREAS, the City of Sheboygan Police Department is the lead agency for administration, financial, and coordination purposes of the MEG Unit; and

WHEREAS, the MEG Unit desires to lease the premises described in Paragraph **1** and **Exhibit A** (the "Premises") and Landlord is willing to lease the Premises on the terms and conditions hereinafter set forth; and

WHEREAS, Landlord and Tenant desire to enter into a lease agreement for the Premises to operate as office space for Tenant.

AGREEMENT

NOW, THEREFORE, in consideration of the rents, agreements, and conditions herein contained, the parties agree as follows:

1. **PREMISES**. Landlord hereby leases to Tenant and Tenant leases from Landlord that portion of the real estate and building located at 650 Forest Avenue, Sheboygan Falls, Wisconsin 53085 (the "Building") as shown on **Exhibit A** (the "Premises") together with the nonexclusive use in common areas with others entitled thereto of the "Common Areas" as set forth in Paragraph **16**.

2. **TERM**. Subject to the provisions herein, the term of this Lease shall be for the term commencing July 1, 2015, and terminating on June 30, 2017, date of signing notwithstanding. If Tenant wishes to continue to lease the Premises beyond the term, Tenant shall provide a written intent to continue to lease the Premises for receipt by Landlord prior to one hundred twenty (120) days before the end of the term, and Landlord and Tenant shall thereafter negotiate the terms of a new lease. If Landlord does not receive the Notice prior to one hundred twenty (120) days before the end of the term, Landlord may agree to allow Tenant to hold over on a month-to-month basis on the same terms and conditions as the underlying Lease.

3. **USE AND COMPLIANCE WITH LAWS**. Tenant shall use the Premises for executive and office use (the "Use") to support the administrative activities of the MEG Unit in Sheboygan County and for no other purpose whatsoever subject to and in compliance with all other provisions of this Lease. Tenant shall at all times conduct its business in a first-class, professional, and businesslike manner. Tenant shall comply with all laws whether federal, state, county, city, or other governmental agency laws, regulations, rules, ordinances, or codes, relating to the Premises and Tenant's use thereof, including but not limited to health, safety, and building codes, and any permit or license requirements.

4. **HOURS OF OPERATION**. Aside from the Premises, the Building serves as the Aging and Disability Resource Center Building as part of the operation of Sheboygan County government. It is open to the public Monday through Friday at regular business hours and may remain open evenings to fulfill open meeting requirements. Tenant shall be furnished with a fob and key to open or lock the Building and Premises and may use the Premises outside of regular business hours but if requested by Landlord, shall notify Landlord when Tenant expects to be using the Premises outside of regular business hours. If tenant loses fob and/or key, a

replacement will be provided by Landlord at Tenant's cost of $50.00 each. Tenant shall surrender the Premises fob and key and any copies thereof to Landlord upon termination of the Lease.

5. **RENTAL**.

A. Base Rent. In recognition of the participation of Landlord as a constituent part of the MEG Unit, Tenant hereby covenants and agrees to pay Landlord Base Rent for the Leased Premises in the annual sum of One Dollar ($1.00) per year, receipt of which is acknowledged.

B. Additional Rent. Tenant shall pay to Landlord Additional Rent, in arrears, on an annual basis. Additional Rent shall equal the total of any real estate taxes assessed against the Building as a consequence of Tenant's tenancy, and any increased insurance costs as a consequence of Tenant's tenancy. Landlord shall give Tenant written notice of the Additional Rent by February 1 of each year, but the failure to deliver timely notice shall not affect Tenant's obligation to pay Additional Rent. Tenant shall pay the Additional Rent to Landlord at the Office of the County Administrator at the same address as the Leased premises within thirty (30) days of the mailing of the invoice by Landlord.

C. Late Fee. If any payment of Base Rent or Additional Rent is not paid when due, Tenant shall pay a late fee equal to five percent (5%) of the payment then due.

6. **TAXES**. Subject to Landlord's right of reimbursement set forth in Paragraph 5 above, Landlord shall pay all real estate taxes and assessments, both general and special, and all assessments in lieu of taxes (hereinafter "Taxes") levied or assessed by any lawful authority, and/or payable during or with respect to each calendar year during the Term against the Building. Tenant shall pay all municipal, county, and state or federal taxes assessed against any of Tenant's fixtures, furnishings, equipment, stock-in-trade, or other personal property owned, installed, or used in or on the Premises and all licenses, permits, occupation, and inspection fees assessed or charged against the Premises or either party to this Lease by reason of Tenant's use or occupancy of the Premises. Tenant shall hold Landlord free and harmless from any loss, damage, or expense arising out of or by reason of any such charges identified as Tenant's obligation.

7. **SECURITY DEPOSIT**. At the signing of this Lease, Tenant shall pay Landlord a security deposit in the amount of Zero Dollars ($0.00).

8. **UTILITIES**. During the term of this Lease, Tenant shall be solely responsible for and shall promptly pay all charges for phone services, data services, TV connections, and any other utilities exclusively serving the Leased Premises. Landlord shall pay for the cost of utilities serving the entire Building including without limitation gas, heat, water, sewer, Internet access, and electricity. Tenant shall be solely responsible for providing its own fax, computer, and all other office equipment and supplies.

9. **INSURANCE**. Agencies of the MEG Unit shall be responsible for providing property, liability, and worker's compensation insurance with respect to the property and persons of the respective agencies that are utilizing the Premises.

10. **LANDLORD'S INSURANCE**. During the term of this Lease and any renewal thereof, Landlord shall provide and maintain a policy of property and general liability coverage insurance on the Building and pay all premiums thereon. All insurance requirements herein shall be obtained through responsible insurance companies licensed to do business in the State of Wisconsin. Landlord's insurance shall not cover Tenant's personal property.

11. **MUTUAL WAIVER OF SUBROGATION**. Landlord and Tenant hereby waive any rights each may have against the other arising out of any loss or damage connected in any way to or arising in any way out of any occurrence related to the Premises or in the Building to the extent that such damage or loss is insured under the insurance policies as specified in this Lease. Landlord and Tenant, on behalf of their respective insurance companies, waive any right of subrogation they may have against each other where such waiver of subrogation is not invalidated by applicable state law or the insurance policies.

12. **REPAIRS, MAINTENANCE, AND ALTERATIONS**.

A. Maintenance by Landlord. Without limiting the obligations of Landlord and subject to the obligations of Tenant hereafter, Landlord, at its cost and expense shall maintain and repair, including defects, in good condition, the following:

i. The foundation, bearing and exterior walls, sub-flooring, and roof;

ii. The overhead lighting system;

iii. The unexposed electrical, plumbing, and sewage system, including without limitation those portions of the systems lying outside the Premises, if applicable; and

iv. Heating, ventilating, and air-conditioning systems servicing the Premises, including major repairs and replacements.

B. Maintenance by Tenant. Subject to Landlord's obligations hereunder, Tenant shall keep and maintain the Premises in a clean and good condition, subject to ordinary wear and tear, and shall repair any damage to the Premises caused as a result of Tenant's negligence or act. Tenant shall be responsible for its own janitorial and cleaning services of the Premises which shall be kept at a level equivalent to that provided to all other offices in the Premises except that Landlord shall provide trash disposal for Tenant for any trash left outside the Premises door.

C. Alterations and Installations by Tenant. Tenant may make alterations, additions, or improvements to the Premises at its own expense but only after obtaining the prior written approval of the Landlord, which approval will not be unreasonably withheld or delayed. At such time as the Lease is terminated, any fixtures, alterations, additions, or improvements shall become the sole property of Landlord.

D. Access by Landlord. Landlord may have access to the Premises as may be necessary for building maintenance purposes but shall coordinate any such access with Tenant in advance.

13. **INDEMNIFICATION**. Tenant will protect, indemnify, save harmless, and defend Landlord from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Landlord by reason of: (a) any accident, injury to or death of persons, loss of or damage to property occurring or repair of the building or improvements on the Premises; (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease caused by the negligence of Tenant; or (c) any act or omission of Tenant or its employees, agents, licensees, or invitees. Landlord, at Landlord's option and at Tenant's expense, may contest, resist, and defend any such claim, action, or proceedings asserted or instituted against Landlord and may compromise or otherwise dispose of the same as it sees fit. If Landlord does not defend any such claim, action, or proceedings as herein provided,

Tenant shall at Tenant's expense contest, resist, and defend any such claim, action, or proceeding asserted or instituted against Landlord. Tenant agrees to give Landlord immediate written notice of any liability, obligation, claim, damage, penalty, or cause of action.

Landlord will protect, indemnify, save harmless, and defend Tenant from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Tenant by reason of: (a) any failure on the part of Landlord to perform or comply with any of the terms of this Lease; or (b) any act or omission of Landlord or its employees, agents, licensees, or invitees. Tenant, at Tenant's option and at Landlord's expense, may contest, resist, and defend any such claim, action, or proceedings asserted or instituted against Tenant and may compromise or otherwise dispose of the same as it sees fit. If Tenant does not defend any such claim, action, or proceedings as herein provided, Landlord shall, at Landlord's expense, contest, resist, and defend any such claim, action, or proceeding asserted or instituted against Tenant. Landlord agrees to give Tenant immediate written notice of any liability, obligation, claim, damage, penalty, or cause of action.

14. ASSIGNMENT OR SUBLETTING. During this Lease, Tenant shall not assign or sublet the Premises without the prior written consent of Landlord. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of its other obligations under the terms, provisions, and covenants of this Lease. Landlord shall have the right to assign any of its rights under this Lease, and upon any such assignment and provided that the assignee assumes all of Landlord's obligations hereunder, Landlord shall be relieved of any and all such obligations.

15. DAMAGE AND DESTRUCTION. In the event the Premises or the Building is damaged by any peril to an extent which is less than ten percent (10%) of the cost of replacement, the damage shall except as hereinafter provided promptly be repaired by Landlord, at Landlord's expense but in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment, or personal property. In the event: (a) the Premises or the Building is damaged to the extent of ten percent (10%) or more of the cost of replacement, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within sixty (60) days after the event causing the damage.

16. COMMON AREAS. Landlord shall maintain and operate the "Common Areas" located at the Building. Landlord grants to Tenant the nonexclusive right to use the "Common Areas." "Common Areas" shall mean the sidewalks, restrooms, break room, and all other areas or improvements which may be provided by Landlord for the common use or benefit of tenants of the Building including but not limited to the conference rooms, with prior reservations made through Landlord. Landlord shall provide to Tenant up to six (6) County employee parking permits allowing Tenant's staff to park in County employee parking lots on a non-exclusive basis. During Mondays through Fridays, Tenant shall use its best efforts to use parking spaces away from the building.

17. DEFAULT. Should Tenant fail to make any payment of Rent when due or should it violate or fail to perform any of the other terms or conditions herein contained and such failure or default is not cured within thirty (30) days after Landlord gives notice of such default to Tenant or should Tenant abandon the Premises or should it be adjudicated bankrupt, voluntary or involuntary, or should it make an assignment for the benefit of creditors, then at Landlord's option: (i) this Lease shall be immediately terminated upon written notice to Tenant with the same effect as if the Lease provided for expiration on that day, (ii) Tenant's right to possession shall be immediately terminated upon written notice to Tenant and Tenant shall continue to be liable for all rent due for the remainder of the term, or (iii) Landlord shall have the right to exercise any other remedy provided by Wisconsin law.

In the event that either party shall default under any of the provisions of this Agreement and the non-defaulting party shall employ attorneys or incur other expenses for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party contained in this Agreement, the defaulting party agrees that it shall on demand pay to the non-defaulting party the reasonable fees of such attorney and such other reasonable expenses so incurred by the non-defaulting party.

18. MISCELLANEOUS.

A. Discharge of Liens. Tenant will not permit any mechanics' or similar liens for labor or materials furnished to the Premises during the term of this Lease to be filed against the Premises or any part thereof; and if any such lien shall be filed, Tenant will either pay the same or procure the discharge thereof by giving security or in such other manner as may be required or permitted by law within thirty (30) days after such filing. Tenant shall indemnify Landlord against and save Landlord harmless from any and all loss, damage, claims, liabilities, judgments, costs, and expenses arising out of the filing of any such lien. Nothing contained herein shall constitute any consent or request by Landlord, express or implied, to or for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises, nor as giving Tenant any right, power, or authority to contract for or permit the performance of any labor or services or the furnishings of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof.

B. Notices. Any notice or demands to be given hereunder shall be in writing and shall be given by mailing the notice by certified or registered mail, return receipt requested, postage prepaid, and any such notice shall be deemed to have been given when deposited in the mail. If intended for Landlord, the notice shall be mailed to:

To Landlord: County Administrator
SHEBOYGAN COUNTY
508 New York Avenue
Sheboygan, WI 53081

or such other address as Landlord may designate by notice to Tenant; and if intended for Tenant, the notice shall be mailed to:

To Tenant: City Clerk
CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

or such other address as Tenant may designate by notice to Landlord.

C. Adherence to Building Rules. Tenant shall abide by all Premises rules, including but not limited to evacuation and emergency rules and trash collection and recycling rules.

D. Quiet Enjoyment. So long as Tenant shall perform its obligations under this Lease, it shall be entitled to peaceful and quiet enjoyment of the Premises subject to the applicable terms of this Lease. However, given the differing missions of Tenant and the remainder of the activities of Landlord upon the Premises, if Landlord, in its sole discretion, determines that the activities undertaken by Tenant are incompatible with the other activities in the Premises, Landlord may require Tenant to vacate the Premises within one hundred twenty (120) days of receipt of written notice from Landlord and this Lease shall be terminated.

E. Surrender of Premises. Tenant agrees that upon the expiration or prior termination of the Lease, Tenant will vacate and surrender the Premises to Landlord in good order and repair, ordinary wear and tear excepted. Should Tenant remain in possession of the Premises after expiration or termination of this Lease without Landlord's approval, no tenancy or interest in the Premises shall result therefrom.

F. Successors and Assigns. This Lease and all of the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns, respectively of the parties hereto provided, however, that no assignment in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.

G. Entire Agreement. This Lease and the Exhibit attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. No alteration, amendment, change, or addition to this Lease shall be binding upon the parties unless in writing and signed by them.

H. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Wisconsin.

I. Severability. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable under applicable law, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

J. Recording. Tenant shall not record this Lease without the written consent of Landlord. Landlord agrees, upon the request of Tenant, to record a Memorandum of Lease.

K. Waiver. The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

L. Signs. Tenant shall not without Landlord's prior written consent install, affix, or use any signs, lettering, or advertising media of any other kinds, awnings, radio, or television antenna or any other object or equipment of any nature on the exterior of the Premises. Any such items authorized by Landlord shall be installed at Tenant's sole cost and removed at Tenant's sole cost at the termination of this Lease and shall be of such color, size, style, and materials as shall be designated and approved by Landlord. If desired by Tenant, Landlord shall provide at Tenant's expense such internal signing and lettering for Tenant's premises and for directory boards consistent with similar signing used throughout the remainder of the building Premises.

M. Limitation of Activities. Tenant shall not cause to have persons not employed or affiliated with the MEG Unit to be present on the Premises without prior written consent of Landlord.

IN WITNESS WHEREOF, Tenant and Landlord have hereunto set their hands and seals on the date first written above.

LANDLORD:

SHEBOYGAN COUNTY, by its
PROPERTY COMMITTEE

James P. Glavan, Chairperson	Thomas V. Epping, Vice-Chairperson
Secretary	Al Bosman
	Robert Ziegelbauer

Co-signed:

Adam N. Payne, County Administrator

James TeBeest, Building Services Director

TENANT:

SHEBOYGAN COUNTY MULTI-JURISDICTIONAL ENFORCEMENT GROUP, by its lead agency,
CITY OF SHEBOYGAN POLICE DEPARTMENT,
a unit of the City of Sheboygan

By: _____
Michael J. Vandersteen, Mayor

By: _____
Susan Richards, City Clerk

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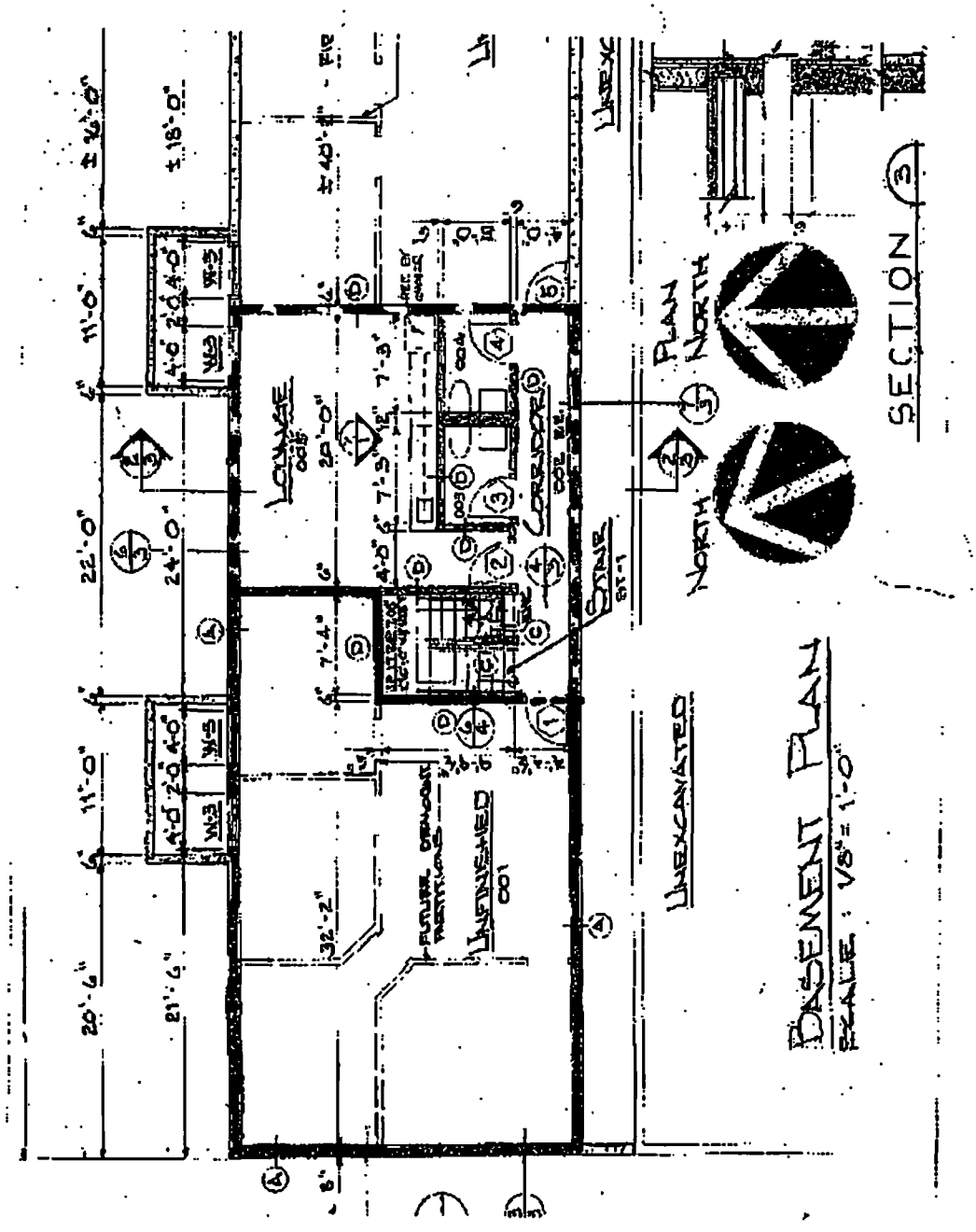
BASEMENT PLAN
SCALE: 1/8" = 1'-0"
UNEXCAVATED
UNFINISHED
LOUNGE
CORRIDOR
STAIR
PLAN NORTH
NORTH
SECTION

Exhibit A

II

3.9

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

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

PP&S

City Clerk

II

Date: August 12, 2015

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

From: Charles McClelland and Terry McClelland

Charles McClelland
Home owner
1242 Lincoln Avenue
Sheboygan, WI 53081

Terry McClelland
Home owner
1244 Lincoln Avenue
Sheboygan, WI 53081

Dear Council members,

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

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

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

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

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

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

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

Charles McClelland

Terry McClelland