

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to execute the Management Services Agreement regarding the J.C. Quarryview Center and Beach.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: May 10, 2017

MEETING DATE: May 23, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Since 2013 the city has entered into a Management Services Agreement with a private company for the management and operation of the J.C. Quarryview Center and Beach. The attached agreement is a one year agreement with an additional summer seasonal year renewal with written agreement by both parties.

STAFF COMMENTS:

The City has been actively seeking a local company to manage the Quarry and approached Mike Miller, owner of EOS Surf LLC, giving him the opportunity to do so. This partnership is a natural fit given the nature of the business, EOS Surf, and the water activities that it provides.

ACTION REQUESTED:

Motion to recommend the Common Council approve a resolution authorizing the appropriate City officials to execute the Management Services Agreement regarding the J.C. Quarryview Center and Beach with Mike Miller, owner of EOS Surf LLC.

ATTACHMENTS:

- I. Res. 18-17-18
- II. Management Services Agreement

III

5.5

Res. No. 18 - 17 - 18. By Alderperson Wolf. May 15, 2017.

A RESOLUTION authorizing the appropriate City Officials to execute the Management Services Agreement regarding Quarryview Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Management Services Agreement in form substantially similar to the attached.

Public Works.



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____.

Date _____ 20____. _____, City Clerk

Approve _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

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REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

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MEETING DATE: May 15, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
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BACKGROUND / ANALYSIS:

Since 2013 the city has entered into a Management Services Agreement with a private company for the management and operation of the J.C. Quarry View Center and Beach. The attached agreement is a one year agreement with an additional summer seasonal year renewal with written agreement by both parties.

STAFF COMMENTS:

The city has been actively seeking a local company to manage the Quarry and approached Mike Miller, owner of EOS Surf LLC, giving him the opportunity. This partnership is a natural fit given the nature of the business, EOS Surf, and the water activities that it provides.

ACTION REQUESTED: Recommend approval of the Management Services Agreement.

ATTACHMENTS:

- I. Management Services Agreement

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement") is entered into as of June 05, 2017, by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin ("City"), and EOS Surf LLC, a Wisconsin limited liability company ("Manager"), collectively, the "Parties."

RECITALS

WHEREAS, City owns Quarryview Park, a public park located at 3401 Calumet Drive, Sheboygan, Wisconsin (the "Quarry Park"); and

WHEREAS, the City finds that the Quarry Park beach, water areas and Quarryview Community Center located in Quarry Park are feature-rich assets which have been underutilized by the public; and

WHEREAS, Manager desires to provide certain management services at Quarry Park, and the City is willing to have Manager provide certain management services at Quarry Park; and

WHEREAS, Manager is experienced in the operation of seasonal, water-based family entertainment centers and desires to manage and operate the quarry beachfront, water areas, the Quarryview Community Center and other ancillary areas for the City (hereinafter known as the "Quarry"); and

WHEREAS, the City desires to obtain the benefits of Manager's expertise in the operation and management of seasonal, water-based family entertainment centers by turning over to Manager the operation and management of the Quarry for the summer season; and

WHEREAS, subject to the terms and conditions hereof, City desires to engage the Manager, and the Manager desires to be engaged, to provide personnel and certain management services to the Quarry in connection therewith.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the mutual promises made herein, the sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed as follows:

ARTICLE I
ENGAGEMENT OF MANAGER; THE SERVICES

1.1 Engagement of Manager. Subject to the terms and conditions of this Agreement, City hereby engages Manager, and Manager hereby accepts such engagement, to provide the Services (as defined below) at the Quarry, within the area identified in Exhibit "A" attached hereto. In addition, City agrees to provide Manager access to the public parking lot at the Quarry for its operations.

1.2 The Services. The Manager shall provide the City with, or make arrangements for the delivery to City of, the following services during the term of this Agreement, all at no cost to the City (collectively, the "Services"):

(a) Provide management expertise and consulting services with respect to recommending and implementing improvements to the Quarry facilities, programs, offerings and attractions;

(b) Manage and operate all aspects of the Quarry and the Quarryview Community Center, including, without limitation, staffing, reservations, reception, concessions, sales, bookkeeping, administration, marketing, advertising and promotion;

(c) Manager shall be responsible for all day-to-day expenses and normal maintenance involved with operations. Manager shall finance all personnel, operations and the proposed new equipment involved with its operations.

(d) Manage and coordinate recreational programs, facilities and equipment for Quarry users. Select and provide products appropriate for the different water depths in the Quarry, as well as different demographic groups. Select and provide site amenities to enhance guest comfort and create a unique destination that will broaden Quarryview Park's appeal and stimulate repeat visits;

(e) Hours of operation for the Quarry beach shall be 10 a.m. to 7 p.m., seven days per week from June 21st through Labor Day 2017. Hours and date of opening can be altered with the approval of both Parties.

(f) Manager shall provide an on-site manager and two to ten additional staff members depending on weather, capacity and planned events;

(g) Such other services incidental to the operations of the City's Quarry and Quarryview Community Center as may be reasonably requested by City from time to time.

(h) Manager shall institute and maintain reasonable safety measures and procedures to include, but not be limited to the following:

(i) Utilize inflatable safety buoys to segregate the shallow-water free zone from any pay-for-play areas;

(ii) All users will need to pass a swim test and receive a wristband as an identifier to use any deep water activity area;

(iii) Lifejackets and wristbands will be required for all activities in deep water areas, including stand-up paddleboards, pedal boats and kayaks;

(iv) Utilize the existing dock also for the safety stations.

1.3 Scope. The scope of the Services under this Agreement may be enlarged, reduced, or altered from time to time by mutual agreement of the Parties and written amendment of this Agreement. City shall be responsible for any agreed-upon capital improvements, major site cleanup, and major repairs required on existing facilities and structures.

1.4 Personnel.

(a) Manager shall provide all personnel reasonably necessary for Manager to perform the Services. Such personnel shall at all times be employees or contractors of Manager (collectively, the "Personnel"). Manager, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including, without limitation, retirement and welfare plans, conduct policies, workers compensation insurance and compensation. Manager shall conduct criminal background checks on all prospective hires and condition employment on successful passage of drug screen.

(b) City shall have the right, at any time upon at least fourteen (14) days' notice to Manager, to declare any Personnel no longer eligible to perform the Services for City under this Agreement.

(c) Manager may from time to time delegate its obligations hereunder to any person. City reserves the right to approve or disapprove any such delegation.

(d) All of Manager's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.

ARTICLE II COVENANTS OF MANAGER

2.1 Compliance with Law. Manager will use commercially reasonable efforts to assure that the Services are performed in compliance with the requirements of all applicable laws, statutes, ordinances, rules, regulations, or orders of any governmental authorities or regulatory bodies having jurisdiction over Manager or City.

2.2 Ownership of Records, Licenses and Systems.

(a) All reports, documents and other information generated solely pursuant to the Services herein or relating solely to the operation of the Quarry and the Quarryview Community Center shall be the property of City.

(b) All business records, documents and other information generated by Manager which may pertain to the Services but which are generated pursuant to or relating to the operation of Manager shall remain the property of Manager.

(c) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by Manager and used in connection with this Agreement shall be the property of Manager, unless otherwise agreed to in writing by Manager and City.

(d) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by City and used in connection with this Agreement shall be the property of City, unless otherwise agreed to in writing by Manager and City.

2.3 Access to Records and Facilities. The Manager shall make available to City, its agents and attorneys, at all times during normal business hours, all records and other information described in Section 2.2 hereof which relate to Services under this Agreement. The Manager shall promptly respond to any questions from City with respect to such records and shall confer with City at all reasonable times, upon request, concerning the operations of the Quarry and the Quarryview Community Center. In addition, the City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine Manager's books of account for the Quarry or any portion thereof. Manager acknowledges that certain of its records may be subject to disclosure under applicable public record laws.

2.4 Insurance.

(a) Manager agrees, at its sole cost and expense, to obtain and maintain insurance coverage in an amount not less than \$2,000,000 with respect to its operation of the Quarry, for the benefit of both the City and Manager and agrees to name the City as additional insured.

(b) Each party shall obtain and maintain property insurance coverage on their respective assets.

2.5 Performance Standards. The Manager shall undertake all of the Services in accordance with the reasonable performance standards established by City for the Services.

ARTICLE III
FEES AND PAYMENT

3.1 Manager shall pay to the City a fee of \$1.00 for making the facilities available. Manager shall be entitled to retain all of the proceeds which it generates from the operation of the Quarry and the Quarryview Community Center under this Agreement.

ARTICLE IV
RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.

4.2 Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.

ARTICLE V
HOLD HARMLESS

5.1 Scope of Liability. Manager shall not be liable to City for any negligent acts or omissions in the performance of this Agreement. Rather, Manager shall be liable to City only if the act, or failure to act, of Manager constitutes any of the following:

(a) Manager's bad faith, recklessness, gross negligence, gross misconduct or willful misconduct in its management and operation of the Quarry, or arising out of any breach or claimed breach of any representation or any of its obligations pursuant to this Agreement; or

(b) A violation of criminal law, unless Manager had reasonable cause to believe that its conduct was lawful or no reasonable cause to believe that its conduct was unlawful.

5.2 Indemnification Obligations. City and Manager agree to hold each other harmless for liabilities arising out of the performance of this Agreement as follows:

(a) Manager agrees to defend, indemnify and hold harmless City and its officers, officials, managers, employees and agents against any and all claims, lawsuits, settlements,

judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of Manager's bad faith, recklessness, gross negligence, gross misconduct or willful misconduct in its management and operation of the Quarry, or arising out of any breach or claimed breach of any representations or any of its obligations pursuant to this Agreement.

(b) City agrees to defend, indemnify and hold harmless Manager and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Quarry, provided, however, that the City shall not defend, indemnify or hold Manager harmless from and against, and Manager shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from bad faith recklessness, gross negligence, gross misconduct or willful misconduct of Manager, or arising out of any breach of representations or any of its obligations pursuant to this Agreement.

(c) The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

ARTICLE VI TERM AND TERMINATION

6.1 Term. This Agreement shall commence upon the date hereof and continue in full force and effect during the 2017 summer swimming season at the Quarry ending on or about the end of the Labor Day weekend, but in no event later than September 11, 2017. This Agreement may be renewed for one successive year summer swimming season upon written agreement of the Parties, subject to such modifications as the Parties may agree.

6.2 Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:

(a) Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.

(b) Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.

(c) Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.

6.3 Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.

6.4 Effect of Termination or Expiration.

(a) Expiration or termination of this Agreement for any reason shall not release any party from its obligations hereunder that have accrued prior to the termination date.

(b) After any termination of this Agreement, the following shall apply:

(i) Manager shall promptly deliver to City all of City's park property and facilities in the possession of Manager, including, without limitation, any property of City described in Section 2.2 hereof.

(ii) The parties shall promptly conduct a final accounting of the amounts due under Section 3.1 hereof, and any amount due either party under such accounting shall be promptly paid by the other party.

ARTICLE VII
MISCELLANEOUS

7.1 Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this

Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

7.2 Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 7.2. If Notice is sent by mail as provided above, it also shall be sent on the date of mailing by facsimile transmission to the facsimile number, if any, designated by the other party in writing for receipt of such notice. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

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

7.4 Amendment. This Agreement may be amended only by a writing signed by both parties.

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

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

7.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 6.2(c) hereof, any corporate successors by merger,

consolidation or other corporate reorganizations, without limitation.

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

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

7.10 Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

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

MANAGER:

CITY:

EOS SURF, LLC

CITY OF SHEBOYGAN

By: _____

By: _____

Michael J. Vandersteen
Mayor

Date: _____

Date: _____

ATTEST:

Susan Richards
City Clerk

Date: _____

Agmts-Management Services Agmt-Quarry-033115

EXHIBIT "A"

[DPW to provide photo or drawings identifying areas covered by Management Services Agreement]

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution by Ald. Wolf authorizing the purchase and installation of a Digital, Closed Circuit Security Camera System for the Municipal Service Building.

REPORT PREPARED BY: Bernard Rammer, Purchasing Agent

REPORT DATE: May 10, 2017

MEETING DATE: May 23, 2017

FISCAL SUMMARY:

Budget Line Item: 47633110-621200
Budget Summary: Capital Improvements
Budgeted Expenditure: \$ 46,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Municipal Service Building complex encompasses a very large area with multiple entrances onto the property as well as the interior of the approximately 122,000 square foot building. In an effort to properly protect the property and interests of the City of Sheboygan it has been determined that a digital, closed circuit camera system is needed both for real-time monitoring and short-term archived coverage. The system will include most indoor areas of the facility as well as the grounds immediately surrounding the building including entrances to the property from both New Jersey Avenue and South 21st Street. A Request for Bids was issued for the project, with the City receiving two bids:

JSM Secure Inc.	Sheboygan Falls, WI	\$ 49,306.62
Specht Electric & Communications	Sheboygan, WI	\$ 52,586.61

Upon reviewing the bids, it has been determined that the Bid submitted by JSM Secure Inc. of Sheboygan Falls, WI meets or exceeds all of the specifications.



STAFF COMMENTS:

Management will have the ability to view the camera output via network computers and the server will reside in the Data Center at City Hall. Under the current plan, archived footage should remain available for approximately fourteen days, which is considered adequate at this time. The remaining funding shortfall of \$ 3,306.52 will be covered using funds from the Public Works Dept. operating budget.

ACTION REQUESTED:

Motion to recommend that the Common Council approve the Resolution by Ald. Wolf authorizing the purchase and installation of a digital, closed-circuit security camera system from JSM Secure, Inc of Sheboygan Falls in the amount of \$49,306.62.

ATTACHMENTS:

I. Res. 19-17-18

III

5.3

Res. No. 19 - 17 - 18. By Alderperson Wolf. May 15, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the provision and installation of a Digital Closed Circuit Security Camera System including short term archiving for the Municipal Service Building.

WHEREAS: The Municipal Service Building covers approximately 100,000 square feet of space not including the adjacent yards, driveways and entrances. In order to adequately protect this vast City property, a digital security camera system is warranted which will enable live monitoring as well as short term- archived storage of the monitoring through which the City will protect its property and;

WHEREAS: The City issued a Request for Bids #1919-17 for the work and the low bid was found to meet or exceed all of the specifications. The storage server at the heart of the system will be installed in the data center at City Hall and will utilize the fiber optic link for data transfer.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with JSM Secure Inc. of Sheboygan Falls, WI for the purchase and installation of a Digital, Closed Circuit Security Camera System for the Municipal Service Building in the amount of \$49,306.72 all inclusive.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$49,306.72 on Account # 47633110-621200 in payment of same.

Public Works



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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution by Ald. Wolf authorizing the purchase and installation of 64 lockers at the Municipal Service Building.

REPORT PREPARED BY: Bernard Rammer, Purchasing Agent

REPORT DATE: May 8, 2017

MEETING DATE: May 23, 2017

FISCAL SUMMARY:

Budget Line Item: 47633110-621200
Budget Summary: Capital Improvements
Budgeted Expenditure: \$ 27,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

At the time of construction the Public Works Department had many more employees and there are many more lockers than are currently needed, resulting in a very dated, cramped locker room. The number of lockers needed for current and future needs is 64 units. In addition to the lockers some light remodeling and freshening of the space will occur resulting in a bright, clean and spacious locker area for our employees. The purchase will also include new changing benches and related accessories. The Project was put to bids with the following results:

LaForce Inc.	Green Bay	\$ 36,180.00
REB Storage Systems	Chicago	\$ 39,875.48
Storage Concepts Inc.	Port Washington	\$ 30,015.00

Upon reviewing the bids, it has been determined that the Bid submitted by Storage Concepts Inc. of Port Washington meets or exceeds all of the specifications.



STAFF COMMENTS:

The lockers and benches are made in the USA and are well constructed resulting in an expected useful life of many years. The lockers being replaced are original equipment to the building which was constructed in the 1960's have areas of rust and wear and have exceeded their expected useful life. The balance of the required funds will be taken from the Public Works Dept. Operating Budget.

ACTION REQUESTED:

Motion to recommend that the Common Council approve the Resolution by Ald. Wolf authorizing the purchase and installation of 64 Lockers and related accessories from Storage Concepts Inc. of Port Washington WI in the amount of \$ 30,015.

ATTACHMENTS:

I. Res. 20-17-18

III

5.4

Res. No. 20. - 17 - 18. By Alderperson Wolf. May 15, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase and installation of 64 Steel lockers and accessories at the Municipal Service Building.

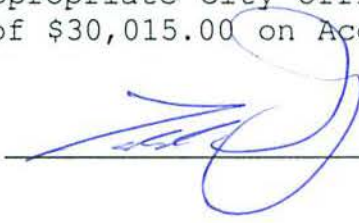
WHEREAS: The locker room at the Municipal Service Building has not been updated since the building was built in the 1960's and is in need of an upgrade and;

WHEREAS: There are currently far more lockers in fair to poor condition in the room than are needed for the current and projected future workforce resulting in a cramped, uncomfortable environment. The City issued a Request for Bids for replacement of the lockers and the low bid has been found to meet all of the specifications. Following removal of the current lockers, some light remodeling and cleaning of the area will precede the installation of the new lockers and equipment.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Storage Concepts Inc. of Port Washington WI for the purchase and installation of 64 Penco Steel Lockers and accessories in the amount of \$30,015.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$30,015.00 on Account # 47633110-621200 in payment of same.

Public Works



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