

**\*\*\*ATTACHMENTS\*\*\***

III

5.6

Res. No. 116 - 15 - 16. By Alderperson Belanger. December 7, 2015.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2016 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wilson.

*Pub. Wks.*

John Belanger

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

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II

4.4

R. O. No. 224- 15 - 16. By DIRECTOR OF PUBLIC WORKS. December 7, 2015.

Submitted is a recommendation for selection of a professional consultant for the design of all wheel skatepark; RFP #1901-15.

An evaluation committee consisting of David Biebel, Director of Public Works, Joe Kerlin, Superintendent of Parks and Forestry; Chad Pelishek, Director of City Development, and Bernie Rammer, City Purchasing Agent; and two citizen members from the local skate community reviewed the five proposals received in response to the RFP, conducted interviews and rated the proposals as follows:

- |   |          |
|---|----------|
| 1. Stantec Consulting Services, Inc.                  | \$42,312 |
| 2. Ayres Associates/Spohn Ranch Skateparks            | \$25,024 |
| 3. Grindline Concrete Skatepark Design & Construction | \$43,450 |
| 4. Hardcore Design Studios                            | \$26,980 |
| 5. Wormhoundt Inc.                                    | \$36,600 |

Although Stantec Consulting Services proposal is more costly it was the most complete proposal and met or exceeded all of the RFP's requirements. Furthermore, the Stantec team has a former professional skateboarder as its lead designer and project manager to meet with and understand our local skatepark user's needs.

Stantec has proven experience and recently completed the Wauwatosa, Wisconsin skatepark and completed many others in Wisconsin: Appleton, Madison and Lake Geneva to name a few.

Lastly, we are reviewing four potential locations for the new and improved skatepark. Stantec has already previewed the sites and has a local team member based in Sheboygan.

It is the recommendation of the evaluation committee that the Department of Public Works be authorized to enter into a contract with Stantec Consulting Services, Inc. for providing professional skatepark design services for the City of Sheboygan.

Pub Wks

\_\_\_\_\_  
Director of Public Works

III

Res. No. 117 - 15 - 16. By Alderperson Belanger. December 7, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Stantec Consulting Services, Inc., Mequon, Wisconsin for the purposes of providing professional skatepark design services to revive the City's outlet for active boarders and riders since the old skatepark was removed due to age and deterioration.

WHEREAS; Stantec Consulting Services, Inc. was the preferred consultant based on completeness of Request for Proposal response and personal interviews and answering questions with City representatives. Stantec Consulting Services, Inc. provides the City with the most comprehensive approach to solving our skatepark needs.

WHEREAS; the Department of Public Works - Parks Division is working with a local user groups to reach-out and receive valuable input and in addition established a replacement fund through Common Council Resolution 37-15-16 that monies will only be used for planning, design and construction of a skatepark and will be administered by the City of Sheboygan Public Works Department and,

WHEREAS; this project will also use Community Block Grant Funding through the U.S. Dept. of Housing and Urban Development grant program to help fund this need along with other budgeted funds in the Public Works Parks Division budget.

WHEREAS; per federal regulation, awarding of the contract to Stantec Consulting Services, Inc. follows the small purchase procedures for contracts under \$100,000 and is awarded based on the most responsive and responsible source.

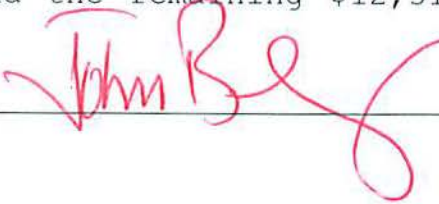
Pub. Works.

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III

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THEREFORE, BE IT RESOLVED; that the appropriate City Officials are hereby authorized to enter into contract with Stantec Consulting Services, Inc., Mequon Wisconsin for the purposes of providing professional skatepark design services to revive the City's outlet for active boarders and riders since the old skate park was removed due to age and deterioration, from the Acct No. 21553000-521900 for \$30,000 and the remaining \$12,312 from City account 10153000-631100.

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

5.8

Res. No. 118 - 15 - 16. By Alderperson Belanger. December 7, 2015.

A RESOLUTION authorizing the appropriate City officials to execute a Consent to Sublease of a Ground Lease and subsequent leaseback of property at the Sheboygan Police Department, involving Northeast Communications of Wisconsin, Incorporated ("Nsight") and Vertical Bridge Towers, LLC ("VB Towers").

WHEREAS, the Common Council by way of Res. No. 94-08-09 approved a lease agreement to Nsighttel Wireless, LLC, now known as "Nsight," of a portion of the land located at 1315 N. 23rd Street for cell tower purposes; and

WHEREAS, on September 18, 2015, Nsight entered into an agreement with VB Towers regarding a portion of Nsight's tower portfolio and certain related assets (the "Portfolio"), including the right for VB Towers to manage and operate the Portfolio. The Ground Lease and the Site associated with the Ground Lease are part of the Portfolio; and

WHEREAS, as part of the transaction, Nsight will: (i) sublease the Ground Lease to VB Towers or one of its affiliates and (ii) leaseback a portion of the Site from VB Towers or one of its affiliates for the continued operation and maintenance of antenna facilities on such Site by Nsight or one of its affiliates (collectively, the "Transfers"). Nsight Tower Holdings, LLC will remain the lessee under the Ground Lease; and

WHEREAS, consent of the City is needed to make said transfers.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is hereby authorized to execute the consent to sublease and subsequent leaseback of a portion of the land located at 1315 N. 23rd Street for cell tower purposes, a copy of which is attached hereto.

*Pub. Wks.*

*John Belanger*  
\_\_\_\_\_

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

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III

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P.O. Box 19079 • Green Bay, WI 54307-9079

www.naight.com

October 26, 2015

CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081  
ATTN: CITY CLERK

Re: Notice of and consent to sublease of Ground Lease dated September 4, 2008 (the "Ground Lease") and subsequent leaseback of a portion of Site US-WI-5176 – Sheboygan Police Dept, located at 1325 N. 23rd St. Sheboygan, WI 53083 (the "Site")

Ladies and Gentlemen:

On September 18, 2015, Northeast Communications of Wisconsin, Incorporated (together with certain affiliates "Nsight") entered into an agreement (the "Agreement") with Vertical Bridge Towers, LLC ("VB Towers") regarding a portion of Nsight's tower portfolio and certain related assets (the "Portfolio"), including the right for VB Towers to manage and operate the Portfolio. Your Ground Lease and the Site associated with the Ground Lease are part of the Portfolio.

As part of the Transaction, Nsight will: (i) sublease the Ground Lease to VB Towers or one of its affiliates and (ii) leaseback a portion of the Site from VB Towers or one of its affiliates for the continued operation and maintenance of antenna facilities on such Site by Nsight or one of its affiliates (collectively, the "Transfers"). Nsight Tower Holdings, LLC will remain the lessee under the Ground Lease.

The purpose of this letter is to provide notice of and request your consent to the Transfers. Please countersign and return this letter in the enclosed self-addressed envelope. The Transfers and your consent thereto will not change the status of your Ground Lease nor any of the terms, conditions, rights or responsibilities set forth therein. If you have any questions, please contact Kendahl Voelker, an asset manager at VB Towers, at (561) 406-4097 or kvoelker@verticalbridge.com, or myself, at (920) 617-7101 or jim.lienau@cellcom.com. Thank you for your cooperation and prompt attention to this matter.

The undersigned consents to the Transfers:

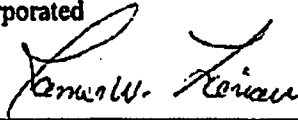
CITY OF SHEBOYGAN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated as of: \_\_\_\_\_

Sincerely,

Northeast Communications of Wisconsin,  
Incorporated

By:   
Name: James W. Lienau  
Title: Vice President of Technical Services &  
Chief Technical Officer