

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

III

4.4

Res. No. 145 - 14 - 15. By Alderperson

February 2, 2015.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the reconstruction of S. 32<sup>nd</sup> St. from Crocker Ave. to Washington Ave.

RESOLVED: That the reconstruction of S. 32<sup>nd</sup> St. from Crocker Ave. to Washington Ave. is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.0709, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers for the aforesated municipal purpose.

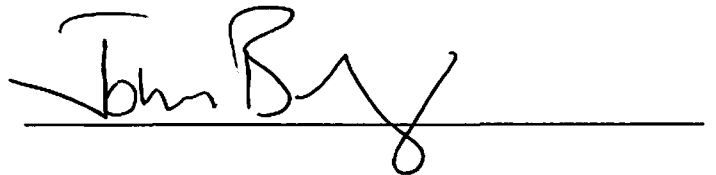
BE IT FURTHER RESOLVED: That the Engineering Division is hereby authorized and directed to prepare a report in accordance with §66.0703(4) and §66.0703(5), Stats, and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police power
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the expenses so incurred, if in excess of one hundred dollars (\$100.00) may be paid in five (5) annual installments, then (10) annual installments if the expenses exceed five thousand dollars (\$5,000.00) for a single parcel of property, under §66.0715(3), Stats, with interest, rate thereon determined by the Finance Director/Treasurer at the beginning of each calendar year, commencing the first of the month after thirty (30) days following publication of the installment assessment notice.

Pub. Wks.

BE IT FURTHER RESOLVED: That that Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of \$62.15(3) Stats, for the paving aforementioned according to the plans and specifications prepared by, or on behalf of, the City Engineer and submit a resume of bids received and accepted to the Common Council for further consideration.



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

4.5

Res. No. 146 - 14 - 15. By Alderperson in. February 2, 2015.

A RESOLUTION to declare the second Saturday in May, International Migratory Bird Day.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities,

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring,

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide,

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes,

WHEREAS, public awareness and concerns are crucial components of migratory bird conservation,

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations,

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.,

WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun,

WHEREAS, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants,

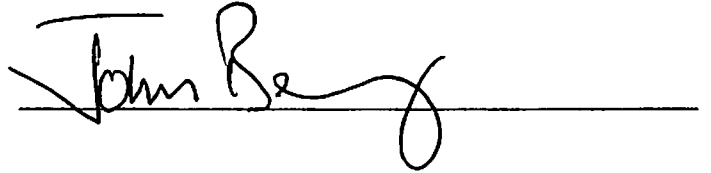
Pub Wks

III

70

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

RESOLVED: That the City of Sheboygan declares the second Saturday in May, International Migratory Bird Day.

A handwritten signature in black ink, appearing to read "John Berg", is written over a horizontal line.

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

4.6

Res. No. 147 - 14 - 15. By Alderperson Heidemann. February 2, 2015.

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 2015 agricultural use of the 100 acre parcel in the William A. Hayssen Industrial Park.

*Pub Wks.*

*John Berg*  
\_\_\_\_\_

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 \_\_\_\_\_, 2015, 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, 2015 through December 31, 2015.

59281-637500/637501/  
637502/637503/637504  
& 637505  

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Parcel Ident No.

3. That the total rental rate for this parcel of land for 2015 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, 2015.

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 be responsible for 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; provided, however, that in no event shall said damages exceed the rental rate per acre. Any damages due shall be deducted from the rent payment due on December 15, 2015.

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 \_\_\_\_\_, 2015.

LESSEE

BY: \_\_\_\_\_  
Ronald F. Roehl

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SHEBOYGAN (LESSOR)

BY: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

ATTEST: \_\_\_\_\_  
Susan Richards  
City Clerk

Examined and Approved as to  
Form and Execution this \_\_\_\_\_  
day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Stephen G. McLean  
City Attorney

This document is authorized by and in accordance with Res. No.  
-14-15.

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 $\frac{1}{4}$  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 1062 Pages 936-937 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 1.96 acres of land and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of Section 6; Thence North 02°43'39" West, 1,661.36 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, 275.88 feet; Thence North 02°43'39" West, 250.00 feet; Thence North 40°48'13" East, 275.88 feet to the West Right-of-Way line of CTH "Y"; Thence South 02°43'39" East, 650.00 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

4.7

Res. No. 148 - 14 - 15. By Alderperson Heidemann. February 2, 2015.

A RESOLUTION authorizing executing a month-to-month rental agreement for the City-owned residential property at 3996 S. Business Drive.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached month-to-month residential rental agreement for the City-owned residence at 3996 S. Business Drive.

John Bej

*Pub Wks.*

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

# RESIDENTIAL RENTAL CONTRACT

(For month-to-month tenancy or definite lease term, not intended for agricultural or mobile home purposes)

1 This Contract for the rental or lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred to in the  
2 singular whether one or more) on the following terms and conditions:

3 TENANT: Number of occupants 2 Names: JACOB JENKO ANA JENKO

6 PREMISES: Building Address: 3996 S. BUSINESS DRIVE  
SHEBOYGAN, WI 53081

8 Apartment/room/unit \_\_\_\_\_  
9 Other \_\_\_\_\_

10 Included furnishings: appliances: refrigerator, range, oven and: \_\_\_\_\_  
11 **[STRIKE AS APPLICABLE]**

12 RENT: Rent of \$ 450 for Premises and \$ \_\_\_\_\_  
13 for other (specify \_\_\_\_\_) is due on the

14 1st day of each month. If payment is received or postmarked  
15 by the \_\_\_\_\_ day of the month when due, rent is \$ \_\_\_\_\_

16 \_\_\_\_\_ for the Premises and \$ \_\_\_\_\_ for other. Charges  
17 incurred by Landlord for Tenant's returned checks are payable by

18 Tenant. Landlord shall provide a receipt for cash payments of rent. All  
19 Tenants, if more than one, are jointly and severally liable for the full

20 amount of any payments due under this Contract (STRIKE if not appli-  
21 cable). Acceptance of a delinquent payment does not constitute a

22 waiver of that default or any other default under this Contract.  
23 SECURITY DEPOSIT: Upon execution of this Contract, Tenant shall

24 pay a security deposit in the amount of \$ N/A  
25 to be held by \_\_\_\_\_

26 PETS: Pets (are) (are not) permitted. **[STRIKE ONE]** If neither is  
27 struck, pets are not permitted.) See Special provisions for additional

28 provisions relating to pets.  
29 TIME IS OF THE ESSENCE: Time is of the essence as to all dates and deadlines set in this Contract or by law, unless otherwise provided in

30 Special Provisions. PARTIES FAILING TO PERFORM BY A "TIME IS OF THE ESSENCE" DEADLINE WILL BE IN BREACH OF THIS CONTRACT  
31 IMMEDIATELY UPON PASSAGE OF THE DEADLINE.

32 SPECIAL PROVISIONS: TENANT RESPONSIBLE FOR ALL LAWN CARE + SNOW REMOVAL  
33 \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_

36 ATTACHMENTS: Attachments checked below are attached to this Contract and incorporated herein by reference.

Attachment	✓ Check
Guarantee/Renewal/Assignment/Sublease	
Rules and Regulations	
Smoke Detector Notice	
Lead-Based Paint Disclosure & Pamphlet	✓
Other:	

LANDLORD: CITY OF SHEBOYGAN, WI  
Agent for service of process: CITY CLERK, SIXTH ROCKWODE

Address for service of process: 828 CENTER AVE,  
SHEBOYGAN, WI

Agent & address for maintenance, management: CHAD  
PELUSHEK, 828 CENTER AVE., SHEBOYGAN, WI

(420) 459-3377  
Agent & address for collection of rents: CITY OF SHEBOYGAN

FINANCE DEPT, 828 CENTER AVE, SHEBOYGAN, WI 53081

TERM: **[STRIKE EITHER (a) OR (b)]**  
(a) Month to month beginning on: JANUARY 1, 2015 OR

(b) For a term of \_\_\_\_\_ months, beginning on \_\_\_\_\_  
and continuing to \_\_\_\_\_.

(Note: A lease for a fixed term expires without further notice. If  
tenancy is to be continued beyond stated lease term, parties should  
make arrangements for this in advance of lease expiration.)

UTILITIES: Check if paid by:

	Landlord	Tenant		Landlord	Tenant
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sewer / Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hot Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other		

If any utilities or services payable by Tenant are not separately  
metered, Tenant's share is allocated as follows: \_\_\_\_\_

43 Landlord shall provide Tenant with a copy of this Contract and any rules and regulations. Landlord shall give Tenant a check-in  
44 sheet on or before the commencement of this tenancy. NOTE: SIGNING THIS CONTRACT CREATES LEGALLY ENFORCEABLE

45 RIGHTS. LANDLORD AND TENANT SHOULD CONSULT LEGAL COUNSEL REGARDING QUESTIONS AS TO THEIR LEGAL  
46 RIGHTS UNDER THIS CONTRACT. THIS CONTRACT INCLUDES THE PROVISIONS ON PAGE TWO.

47 IN WITNESS WHEREOF, the Parties have executed this Rental Contract.

48 LANDLORD: \_\_\_\_\_  
49 \_\_\_\_\_ (Date)

50 \_\_\_\_\_  
51 \_\_\_\_\_

52 TENANT: \_\_\_\_\_  
53 \_\_\_\_\_ (Date)

TENANTS: Jacob Jenko 1/10/15  
\_\_\_\_\_ (Date)

Ana M Jenko 1/10/15  
\_\_\_\_\_ (Date)

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of  
Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877-23  
Christensen

**54 PROMISES TO REPAIR.**

55 Any promise to repair, clean, or improve the Premises (including the promised date of completion) that was made by Landlord before execution of this  
56 Contract, is listed under Special Provisions or in a separate addendum to this Contract. Time being of the essence as to completion of repairs does  
57 not apply to any delay due to causes beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.

58 **CODE VIOLATIONS; ADVERSE CONDITIONS.** If the Premises or the building in which they are located are currently cited for uncorrected  
59 building or housing code violations, or contain conditions adversely affecting habitability (including no hot or cold running water, plumbing or sewage  
60 disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no  
61 electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health  
62 or safety), these are listed under Special Provisions, or in a separate addendum to this Contract, and Landlord shall exhibit copies of any  
63 uncorrected code notices or orders to Tenant, all before this Contract is signed or any deposit is accepted.

64 **INSPECTION; SECURITY DEPOSIT.** Tenant has 8 days after the start of tenancy to inspect the dwelling unit and notify Landlord of any  
65 preexisting damage or defect. Landlord shall provide Tenant a written description of the physical damages or defects charged to the previous  
66 tenant's security deposit if Tenant, within the first 8 days of the tenancy, provides Landlord with a written request for such list. Tenant's security  
67 deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant  
68 surrenders the Premises. Surrender shall occur on the last day of the tenancy pursuant to this Contract, subject to the exceptions described in  
69 Wis. Admin. Code § ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held  
70 by Tenant, such as keys, garage door openers, etc. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized  
71 statement specifically describing any damage and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect  
72 or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. No deduction may be  
73 made for any damage charged against the previous tenant's security deposit. Tenant may not use the security deposit as payment of the last  
74 month's rent without the written permission of the Landlord.

75 **USE; GUESTS.** Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises  
76 for any unlawful purposes, (2) engage in activities which unduly disturb neighbors of, or tenants in, the building in which the Premises are located,  
77 or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance  
78 policy. Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other  
79 occupants, and if the number of guests is not excessive for the size of the facilities of the Premises. No guest may remain for more than two weeks  
80 without written consent of the Landlord, which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect  
81 caused by the negligence or improper use of the Premises or the building or development in which they are located, by Tenant or Tenant's guests  
82 and invitees.

83 **MAINTENANCE.** All requests by Tenant for non-emergency maintenance services by Landlord must be in writing, provide authorization for  
84 Landlord to enter, and identify reasonable time periods during which entry for maintenance is authorized. Tenant shall maintain the Premises under  
85 Tenant's control in a clean and as good a general condition as they were at the beginning of the term or as subsequently improved by Landlord,  
86 normal wear and tear excepted. Tenant is responsible for minor repairs including but not limited to replacement of smoke detector batteries, light  
87 bulbs, fuses, and washers. Tenant shall not, without permission in the building rules or specific written approval of Landlord, physically alter or  
88 redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part,  
89 or attach or display anything which subsequently affects the exterior appearance of the Premises of the property of which it is a part. Whichever  
90 party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises and prevent  
91 damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of parties' responsibilities regarding  
92 the maintenance of smoke detectors.

93 **ENTRY BY LANDLORD.** Landlord may enter the Premises occupied by Tenant at reasonable times upon advance notice to inspect the Premises,  
94 make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without  
95 advance notice upon consent of the Tenant, or when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is  
96 necessary to protect the Premises or the building in which they are located from damage. Tenant shall not add or change locks without obtaining  
97 Landlord's written permission AND immediately providing Landlord keys to permit access to the premises. Landlord shall not add or change locks  
98 without obtaining Tenant's written permission unless the addition or change of locks is made pursuant to court order. Improper denial of access  
99 to the Premises is a breach of the Contract.

100 **RULES.** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant  
101 acknowledges receipt of the rules prior to signing this Contract. Any failure by Tenant to comply substantially with the rules is a breach of the  
102 Contract. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than 14 days after the  
103 amendment is mailed or delivered to Tenant. If an amendment materially and adversely affects Tenant's use of the Premises, Tenant may at any  
104 time before it becomes effective terminate this Contract by giving Landlord not less than 28 days' written notice, effective as of the end of a rent-  
105 paying period, citing the amendment and its effect on Tenant's use of the Premises.

106 **POSSESSION; ABANDONMENT.** If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated for Tenant's  
107 breach of this Contract, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to  
108 Tenant's obligations under this Contract. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for three successive  
109 weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full  
110 period of the absence. If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be  
111 deemed to have abandoned the property and Landlord shall deal with it as provided by Wis. Stat. § 704.05(5) or any written lien agreement  
112 (Nonstandard Rental Provision).

113 **ASSIGNMENT.** Tenant shall not assign this Contract or sublet the Premises or any part thereof without the written consent of Landlord, which will not  
114 be unreasonably withheld. This Contract may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this  
115 Contract and enter a new Contract instead of renewing it, assigning it or subleasing the premises.

116 **CONTROLLING LAW.** Landlord and Tenant understand that their rights and obligations under the Contract are subject to the federal and state lead-based  
117 paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances and housing codes, and any other applicable law.  
118 Both parties shall obey all governmental orders, laws, rules, and regulations related to the Premises.

119 **SALE OF PROPERTY** Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this lease are expressly  
120 released by Tenant. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Contract.

121 **LEAD-BASED PAINT PROVISIONS (Applicable only if the Premises is a "target property" constructed before 1978.)** Tenant has received,  
122 read and understands the Landlord's lead-based paint (LBP) disclosures and the *Lead-Based Paint: Protect Your Family* Pamphlet (Pamphlet). Tenant  
123 agrees to follow the practices recommended in the Pamphlet in order to protect tenant and other guests and occupants from injuries caused by  
124 exposure to lead. Tenant shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other  
125 conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet. Tenant's guests and any other occupant are  
126 prohibited from disturbing paint and performing lead-based paint activities on the property without proper State of Wisconsin certification.

127 **AGENCY NOTICE.** Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord.

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Heidemann. February 16, 2015

A RESOLUTION authorizing entering into contract for purchase of Vermeer tow behind stump cutter.

WHEREAS, the cost of the equipment is \$45,634; and

WHEREAS, the Motor Vehicle Superintendent has researched various vendors and found the last 2014 unit in stock at a considerable savings over the 2015 models;

RESOLVED: That the Purchasing Agent is authorized to enter into contract for a Vermeer tow behind stump cutter and draw orders on Motor Vehicle Fund Account # 70136100-641400 for payment.

**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