

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

III

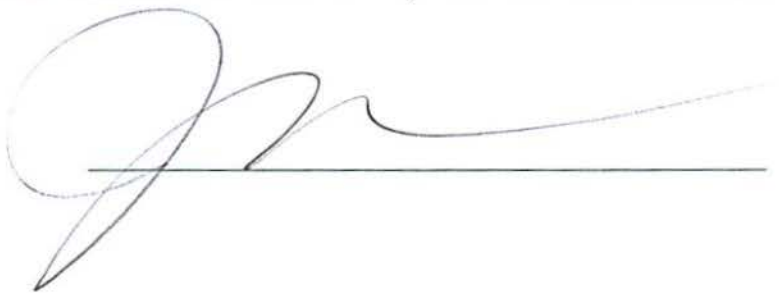
5.2

Res. No. 137 - 14 - 15. By Alderperson Heidemann. January 19, 2015.

A RESOLUTION authorizing advertising for bids for the concrete paving of S. 32<sup>nd</sup> Street (Crocker Avenue to Washington Avenue), the reconstruction of Parking Lot No. 13, the reconstruction of New York Avenue (N. 8<sup>th</sup> Street to N. 7<sup>th</sup> Street), the reconstruction of N. 8<sup>th</sup> Street (Wisconsin Avenue to New York Avenue), and the reconstruction of a storm sewer in Michigan Avenue (N. 4<sup>th</sup> Street to N. 3<sup>rd</sup> Street).

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the concrete paving of S.32<sup>nd</sup> Street (Crocker Avenue to Washington Avenue), reconstruction of Parking Lot No. 13, the reconstruction of New York Avenue (N. 8<sup>th</sup> Street to N. 7<sup>th</sup> Street), the reconstruction of N. 8<sup>th</sup> Street (Wisconsin Avenue to New York Avenue), and the reconstruction of a storm sewer in Michigan Avenue (N. 4<sup>th</sup> Street to N. 3<sup>rd</sup> Street) according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

*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

2.5

III

181

III

5.3

Res. No. 138 - 14 - 15 . By Alderperson Heidemann. January 19, 2015.

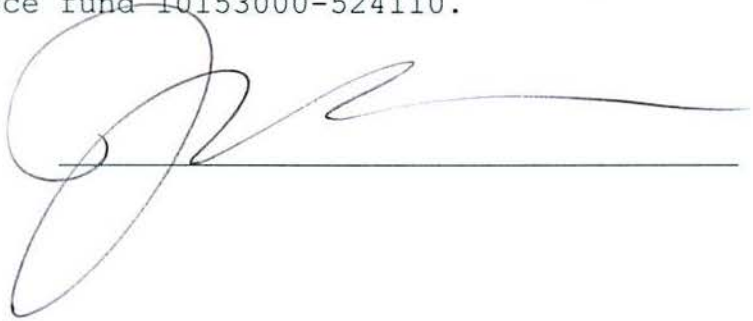
A RESOLUTION authorizing the appropriate City Officials to enter into contract with Century Fence Company of Pewaukee for the purposes of supplying and installing new chain link fence at Wildwood Athletic Park for softball Field Two and Three.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to the City parks standardizing all fencing at the Wildwood Athletic Park, and

WHEREAS, Century Fence Company has already been used for Field One in 2014 and has been predominantly used in the City of Sheboygan.

RESOLVED: That the appropriate City officials are hereby authorized to waive the competitive bid requirements and enter into contract with Century Fence Company for supplying and installing new chain link fence at Wildwood Park for the purchase of fencing for \$16,865.00 in payment of same from Building Exterior Maintenance fund 10153000-524110.

*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

III

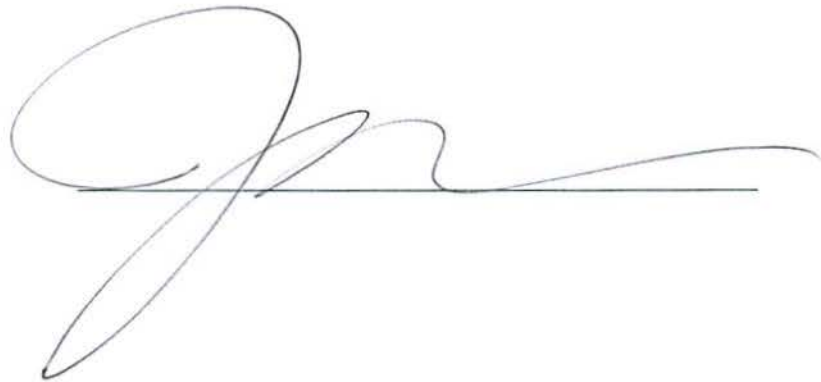
5.4

Res. No. 139 - 14 - 15. By Alderperson Heidemann. January 19, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into agreement with the Mid-Lake Softball Organization, Inc. and the City of Sheboygan for operation and management of the Wildwood Softball Complex.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the Agreement between the Mid-Lake Softball Organization, Inc. and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

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

**AGREEMENT BETWEEN THE MID-LAKE SOFTBALL  
ORGANIZATION, INC. AND THE CITY OF SHEBOYGAN**

THIS AGREEMENT, hereinafter referred to as the "Agreement," made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin, hereinafter referred to as the "City", and the Mid-Lake Softball Organization, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the "MLSO."

RECITALS

A. The City owns the public recreational facility commonly known as the Wildwood Softball Complex along New Jersey Avenue in Sheboygan. The recreational facilities on the south side of New Jersey Avenue have for many years been improved and devoted to softball.

B. Given the economic pressures on municipalities to operate with ever-increasing expenses and decreasing budgets, the City finds, and the MLSO recognizes, that despite the popularity of some recreational pursuits, without private organizations shouldering the majority of the load, such activities and facilities cannot continue to be provided as in previous years.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the MLSO agrees to operate and manage the softball facilities at the City's Wildwood Softball Complex during the term of this Agreement.

2. The MLSO shall provide or make arrangements for provision of the following services during the term of this Agreement, all at no cost to the City:

- (a) Contribute time, effort and monies toward the improvement of City softball facilities and in management, scheduling and operation of organized MLSO league and tournament play.

- (b) Manage and operate all aspects of the softball facilities at the Wildwood Softball Complex, including, without limitation, administration, maintenance, staffing, concessions, reservations, and day-to-day operations, including responsibility for all day-to-day expenses and normal maintenance involved with operations. Such services include, but are not limited to, ballfield leveling, grooming, grass cutting other than once a week, all grass trimming and more.
- (c) Undertake or provide, at the MLSO's expense, for the removal of such items, equipment or otherwise, as may be brought upon the premises of the Wildwood Softball Complex by and/or through the action or inaction, direct or indirect, of the MLSO determined by the Public Works Committee of the Common Council of the City to be inconsistent with or contrary to any existing or later enacted rules, regulations, conditions and/or laws governing the acquisition, maintenance, operation and/or use of the Wildwood Softball Complex.
- (d) The MLSO shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the premises of the Wildwood Softball Complex, and shall limit the sale of fermented malt beverages, to be served only in paper or plastic cups, plastic bottles or cans, to only those times when softball tournament activities, league play or exhibition events are taking place at the Wildwood Softball Complex.
- (e) The MLSO shall utilize their best efforts to return to the City, each year, twenty (20%) percent or more of the gross revenues from MLSO's operation of the Wildwood Softball Complex during that year, which said funds shall be held by the City for use exclusively for softball facility improvements as approved by the City.

3. Subject to Section 2(e) above, the City agrees that the MLSO may have use of the Wildwood Softball Complex at no charge during the softball season for the purpose of softball activities which shall include appropriate practice sessions,

league games and MLSO sponsored tournaments; exclusive concession rights for food and drink at the Wildwood Softball Complex during such time as the said Complex is open and being used for MLSO sponsored softball activities, and the right to charge other designated teams, organizations and clubs a fee for the use of the concession stand and equipment designated by the MLSO according to the predetermined and Common Council approved fee schedule in effect at the time of said use.

4. At the commencement of this Agreement, the City shall provide MLSO the use of the following ballfield grooming, lawn mowing and miscellaneous equipment that has traditionally been kept at the Wildwood Softball Complex:

- 1 Smithco ball diamond groomer
- 1 string trimmer
- 1 grease gun
- 14 existing picnic tables at the softball complex
- 1 fryer
- Garbage cans

All maintenance, repair and replacement of this equipment shall be the responsibility of the MLSO.

5. During the term of this Agreement, the City will provide the following services and supplies for the Wildwood Softball Complex:

- (a) The City will provide the MLSO with use of the existing storage garage at the Softball Complex and use of one City Public Works Department dumpster. The City agrees to provide garbage collection services, but limited to the City's normal collection schedule only;
- (b) Mowing of playing fields once per week;
- (c) Restroom supplies of toilet paper and hand towels;
- (d) Playground maintenance to remain compliant with current standards; and
- (e) Tree trimming as needed to correct hazards and eliminate impediments to softball games.

6. During the term of this Agreement, the following services will not be provided by the City and shall be the responsibility of the MLSO:

- (a) Gas, oil, grease or any maintenance, repair or replacement of equipment;
- (b) String trimmer string;
- (c) Garbage bags;
- (d) Flags;
- (e) Sanitary napkins/tampons;
- (f) Plumbing and electrical repairs and maintenance;
- (g) Ballfield supplies, such as Diamond Mix, Turface, chalk, etc.;
- (h) Waterline and sprinkler maintenance;
- (i) Snow plowing;
- (j) Provision of hand tools;
- (k) Grooming work, including but not limited to mowing of fields more than once a week, grass and weed trimming, lawn rolling, infield and warning track grading, etc.;
- (l) Maintenance and repair of all existing facilities, including but not limited to scoreboards, fencing, lighting (including bulb replacement), fields, bleachers, dugouts, concession stands, except as otherwise provided in this Agreement; and
- (m) Electricity for the concession stand building.

7. Improvements/Modifications to Wildwood Softball Complex by MLSO. Any park improvements or modification projects planned to be performed, contracted for or supervised by the MLSO shall be submitted in writing to the City in advance for approval. Proposals shall contain a description of the planned project and be accompanied by drawings appropriate for the scale of the project, along with a funding plan outlining the project

expenses and sources of funding. MLSO shall be responsible for obtaining all required permits and inspections, and pay all associated fees. Any such approved park improvements or modifications to the Wildwood Softball Complex shall be free and clear of all liens and encumbrances and shall attach to the real estate and become the property of the City. All funding from MLSO's gross revenues from operations of the Wildwood Softball Complex expended for such approved park improvements or modifications shall be applied toward MLSO's financial goal set forth in Section 2(e) above.

8. MLSO shall, at the end of each softball season, present to the City all of MLSO's books and accounting records for purposes of review and analysis, which such books and records shall be returned by the City to the MLSO upon completion of the City's review. In addition, MLSO shall submit its annual CPA audited financial statements to the City for review on or before January 1st of the following year.

9. The MLSO shall not knowingly discriminate against:

- (a) Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as MLSO League play and/or MLSO sponsored softball tournaments and/or MLSO activities are concerned.
- (b) Any organized softball club or clubs within the City in such a manner as to place upon such club or clubs conditions or costs that are inconsistent with City of Sheboygan approved rules, regulations and fee schedules at the Wildwood Softball Complex.
- (c) Any individual who attends as either a participant or spectator at any MLSO sponsored softball activities at the Wildwood Softball Complex or any other City ballfields.

10. The MLSO agrees that membership in the MLSO shall remain open to all residents of the City of Sheboygan.

11. The MLSO agrees to abide by all rules, regulations, ordinances and resolutions as shall be established for the operation, maintenance and use of the Wildwood Softball Complex.

12. The MLSO shall save the City of Sheboygan harmless from any liability by reason of injury to any person or persons, or damage to property of any person or persons, arising out of the MLSO's activities, actions and/or services at the Wildwood Softball Complex, and agrees that it will carry indemnity insurance as against said liability in the sum of not less than Two Million (\$2,000,000) dollars, naming the City of Sheboygan as additional insured, and will cause to be filed with the City proof of such insurance.

13. The MLSO agrees that during the term of this Agreement it will provide for its board of directors to be comprised of not less than two (2) representatives of the City, as non-voting members.

14. The MLSO agrees that during the term of this Agreement its Treasurer or other officer responsible for the custody and control of MLSO's finances shall maintain a fidelity bond sufficient in amount to protect the MLSO from loss by reason of acts of fraud or dishonesty on the part of the treasurer directly or through connivance with others. MLSO shall file with the City evidence of compliance with this provision.

15. Term. This Agreement shall be in force and in effect for an initial term commencing January 1, 2015 and ending December 31, 2015. If not earlier terminated as provided in Section 16 below, unless either party gives notice in writing to the other at least thirty (30) days prior to the end of the initial or extended term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2019.

16. Termination. This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. This Agreement may be terminated by either party without cause upon ninety (90) days advance written notice to the other party. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

17. 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.

18. 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 17. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

19. 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.

20. Amendment. This Agreement may be amended only by a writing signed by both Parties.

21. 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.

22. 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.

23. 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,

statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof, or any ruling, decision or order of a state or federal court or arbitrator with appropriate jurisdiction.

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

25. Counterparts. This Agreement may be executed in two or more counterparts and 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.

MID-LAKE SOFTBALL  
ORGANIZATION, INC.

CITY OF SHEBOYGAN

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Susan Richards  
City Clerk

Date: \_\_\_\_\_

## Gorges, Wendy

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**From:** Biebel, David  
**Sent:** Friday, November 07, 2014 8:32 AM  
**To:** Gorges, Wendy  
**Subject:** FW: Lighting needed in Vollrath Bowl

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**From:** Alderperson Joseph Heidemann  
**Sent:** Friday, November 7, 2014 6:24 AM  
**To:** Biebel, David  
**Subject:** FW: Lighting needed in Vollrath Bowl

David,

Please place this item on the agenda. Thanks.

Joe Heidemann

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**From:** Alderperson Joseph Heidemann  
**Sent:** Friday, November 07, 2014 6:22 AM  
**To:** Glenn Pilling  
**Subject:** RE: Lighting needed in Vollrath Bowl

Glen,

Thank you. I will talk to David Biebel and have the item place on the agenda.

Joe Heidemann

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**From:** Glenn Pilling [gpilling40@gmail.com]  
**Sent:** Thursday, November 06, 2014 10:51 PM  
**To:** Alderperson Joseph Heidemann; Biebel, David  
**Cc:** Alderperson Mike Damrow; Alderperson Darryl Carlson; Alderperson John Belanger; Alderperson Ty Dassler; Alderperson Mary Lynne Donohue; Alderperson Jim Bohren; Alderperson David Van Akkeren; Domagalski, Christopher  
**Subject:** Lighting needed in Vollrath Bowl

Dear Sirs:

Sunday night about 6:30 I was walking my dog along the east side of North 3rd street, adjacent to Vollrath Bowl when a car turned off of 3rd street and went to the cul-de-sac at the east end of Vollrath Blvd. Because the vehicle's lights immediately went off, I assume that a drug transaction was about to take place. The vehicle left the area 5-10 minutes later. Since no other vehicle was in the area, it made me wonder if someone had walked to the area to make a deal.

Unfortunately, I could not see if someone was walking in the Bowl area because THERE ARE NO FUNCTIONING LIGHTS IN THE PARK WHICH HAD 16 LIGHTS AS RECENTLY AS 5 YEARS AGO. Please recall our discussion at a Public Works meeting last spring when we discussed my concerns about safety in the park, especially during the sledding/snow boarding season. I explained that until 4 years ago, there had been 7 lights in the old zoo area at the NE corner of the park. There are also still 7 lights around the top of the Bowl, most of which functioned until 3-4 years ago when they gradually went out. Last winter, only one was still working. By summer, all were out including 2 additional lights on a pole at the basketball court (directly east of the north tennis courts.)

Vollrath Bowl is probably the most memorable area of any park in Sheboygan because of the 1,000's of people who graduated there during the 84 years it has existed. People stop there to show the place to their children and grandchildren. In daylight, it is still a wonderful place. At night it becomes a black hole, beginning 25 feet from the sidewalk and extending east for over 2 blocks.

Beside snow activities in the winter, people are legally in the Park until 10 P.M. year round. I would estimate that 50 runners/joggers and 100 dog walkers pass by along 3rd street every day- many before daylight and after dark.

At the meeting we were told that the present lighting system needs to be replaced and that a lighting plan for the entire park is needed. Since I have heard or seen no progress, I again request that IMMEDIATE temporary measures be taken to ensure safety until a new system becomes a reality.

I suggest a temporary system could be installed very inexpensively by extending the wiring from the basketball court feed overhead to 2 temporary (salvage) poles about 100' apart at the SW corner of the Bowl. I'm guessing that salvage poles might be laying in the DPW yard, and if not, that salvage wood poles could easily be obtained from Alliant Energy at no cost.

Let's get this done before there is a tragic collision at the bottom of the Bowl.

Thank you.

Glenn Pilling  
330 Geele Ave.  
458-6885

## Gorges, Wendy

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**From:** Biebel, David  
**Sent:** Monday, December 29, 2014 7:19 AM  
**To:** Kolste, Joel; Gorges, Wendy  
**Subject:** Fwd: Increasing Recyclable Waste Tonnage

Fyi

Sent from my iPad

Begin forwarded message:

**From:** Alderperson Joseph Heidemann <[Joseph.Heidemann@sheboyganwi.gov](mailto:Joseph.Heidemann@sheboyganwi.gov)>  
**Date:** December 29, 2014 at 6:31:45 AM CST  
**To:** "Biebel, David" <[David.Biebel@sheboyganwi.gov](mailto:David.Biebel@sheboyganwi.gov)>  
**Subject:** FW: Increasing Recyclable Waste Tonnage

David,

I hope you had a wonderful Christmas, please place an item on our next DPW committee meeting to address the Mayors concerns. Thanks.

Joe Heidemann

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**From:** Mayor Vandersteen  
**Sent:** Friday, December 26, 2014 12:23 PM  
**To:** Biebel, David  
**Cc:** Amodeo, James; Alderperson Joseph Heidemann  
**Subject:** Increasing Recyclable Waste Tonnage

David,

In 2015 with our new Waste Management contract in place. I would like to see more emphasis put on encouraging our citizens to recycle. This will allow us to gain greater savings in the tipping fees that the City pays to Waste Management.

Residents have generally long established habits on how they take care of their garbage. Some are probably dealing with their garbage in a very proper manner. Others may not be as attentive to recycling as they should be. I hope that the City can take some actions to reinforce the proper separation of garbage that is placed on the street curb for pickup and change the improper habits that may exist.

If a resident has some habits that need to be changed, it will take several months of separating their garbage properly before a new habit will be established. I propose that a campaign be started in February to reeducate and reinforce proper recycling habits to increase the recycling tonnage and decrease our garbage tipping fees. I would like to consider a program that is three months long to accomplish the goal of changing recycling habits and increasing the recycling tonnage. That means that we would have create six recycling tips with justification to emphasize during the campaign time period.

Ideas to discuss for implementation:

At the beginning of each City Council meeting have you or someone from S&S present a recycling tip and justification.

Request radio station PSA's to further repeat and emphasize the bi-monthly tip and justification.

Create a tag line to always use when referring to this campaign to increase Sheboygan's recycling.

Feature the bi-monthly tip on the City website with a banner ad, on Next Door and Twitter.

Involve the Sustainable Sheboygan Task Force and the new Maywood recycling program in the implementation and execution of these strategies.

Review and rewrite ordinances that need to be strengthened for Park Rental recycling rules for small and large events and curbside pickup of garbage.

Purchase covers with a small hole in the top to accommodate recyclable bottles and cans for the double barrel trash containers that are used in the Park system.

Have sanitation staff leave corrective action feedback for residences that do not follow the recycling rules. Note these addresses for follow up mailing.

Give monthly feedback to the community on our recycling tonnage improvements. Break down by daily routes if possible, so those living on different routes can compete with each other on a percentage of total tonnage recycled.

With the SSTF and Public Works Committee look at other systems to implement to encourage and sustain more recycling, for example stickers for each bag of garbage.

Let's set up a meeting the week of January 5<sup>th</sup> with your staff to discuss this program. I would like to get this effort started by February.

Regards,

Mike Vandersteen, Mayor  
City of Sheboygan