

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

II

4.4

R. O. No. 196 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting a communication from Tiffany Rauwerdink, The Kohler Co. New Product Advisory Council requesting that the City's ordinance be changed to allow fermented malt beverages to be served at Fountain Park for the afternoon of August 20, 2015.

Pub Wks.

  
\_\_\_\_\_  
City Clerk

11

Handwritten text, possibly a signature or name, written in cursive.

444 Highland Drive, MS 083  
Kohler, WI 53044  
November 25, 2014

Sheboygan Common Council  
828 Center Avenue, Suite 203  
Sheboygan, WI 53081

Dear Sheboygan Common Council,

We are writing to request the city ordinance be changed to allow alcohol (fermented malt beverages only) to be served at Fountain Park for the afternoon of August 20, 2015.

Each year Kohler Co. hosts a day of recognition called NPD (New Product Development) Day. The day consists of an awards ceremony in the morning and an afternoon involving lunch and games. It is a day to celebrate the accomplishments of the prior 12 months and gives our hard working NPD community a chance to enjoy a much needed afternoon of camaraderie. This year we are planning to have the morning awards ceremony at The Stephanie Weill Center and the afternoon activities at Fountain Park. When booking Fountain Park we were told alcohol is not allowed at this particular park. In previous years we have beer available during the afternoon activities, and we would like to continue this tradition.

We are anticipating roughly 600 people to attend our 2015 NPD Day. NPD Day has never been held at Fountain Park, and we would like to introduce the NPD community to the downtown Sheboygan area. Many of our employees live outside of Sheboygan, and even those who live in Sheboygan aren't very familiar with the downtown area.

I urge you to vote in favor of changing the city ordinance to allow beer to be served at our NPD Day event on August 20, 2015.

Thank you for your thoughtful consideration of this matter.

Sincerely,  
The Kohler Co. New Product Advisory Council (NPDAC)

II

4.6

R. O. No. 197 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting a communication from John Verhage requesting a two (2) year extension from hooking up to the mini-storm sewer adjacent to his property at 3814 S. 17<sup>th</sup> Pl.

  
\_\_\_\_\_  
City Clerk

Pub Wks.

III

Handwritten text, possibly a signature or name, written in cursive.

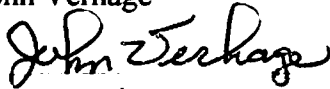
NOV 24 '14 PM 12:29

November 24, 2014

To: Sheboygan Public Works Committee,

This letter is to request a (2) year extension from hooking up to the mini-storm sewer adjacent to my property at 3814 S. 17<sup>th</sup> Place. I have no problems with clear water on this property or adjacent properties. I will not hold the City of Sheboygan responsible for any loss or damage stemming from the introduction of clear water into the city's sanitary sewer system.

John Verhage

A handwritten signature in black ink that reads "John Verhage". The signature is written in a cursive style with a large initial "J".

3814 S. 17<sup>th</sup> Place  
Sheboygan, WI 53081  
(920) 452-5773

III

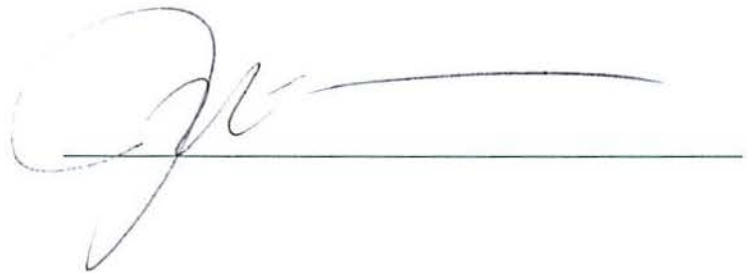
5.8

Res. No. 105- 14 - 15. By Alderperson Heidemann. December 1, 2014.

A RESOLUTION authorizing entering into a concession agreement for "the Shack" at Vollrath Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vollrath Park Disc Golf Concession Agreement with Dennis and Patricia Wield, a copy of which is attached hereto and incorporated herein.

*Bd Marina & Parks  
&  
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

**VOLLRATH PARK DISC GOLF  
CONCESSION AGREEMENT**

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (hereinafter the "CITY"), and Dennis and Patricia Wield, husband and wife (hereinafter "WIELD" or "CONCESSIONAIRE").

WHEREAS, in order to add to the enjoyment, recreational opportunities and benefits received by the public, and in particular the citizens and residents of the CITY in regard to the public area known and described as Vollrath Park, the parties find that it is desirable that CONCESSIONAIRE have the exclusive right to occupy the concession building commonly known as "the Shack" adjacent to the first tee of the disc golf course in Vollrath Park, subject to the terms and provisions contained herein.

WHEREAS, the Common Council of the City of Sheboygan has determined that the agreements expressed in this Agreement will accomplish the public purposes desired by the CITY; Now, therefore,

1. In consideration of the covenants and undertakings on the part of CONCESSIONAIRE contained in this agreement, CITY grants to CONCESSIONAIRE, and CONCESSIONAIRE accepts from CITY, subject to all of the terms and provisions hereof, the concession right and privilege for an initial term commencing January 1, 2015 and ending December 31, 2015, of operating a disc golf course concession stand out of the building commonly known as "the Shack" located adjacent to the first tee of the disc golf course in Vollrath Park.

2. Unless either party gives notice in writing to the other at least 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.

3. CONCESSIONAIRE will pay all costs of operation and maintenance necessary for satisfactory operations of the disc golf concession, including salaries of all employees, merchandise and all other facilities and equipment incident to the satisfactory operation of the concession stand.

4. All food, beverages, merchandise and all other items offered for sale shall be subject to the approval of the Director of Public Works or his designee. It is agreed by both parties that the prices to be charged shall be fair and reasonable and commensurate with prices charged for similar items offered for sale in the Sheboygan area.

5. Use of the disc golf course shall continue to be free to the public.

6. CONCESSIONAIRE agrees to monitor the course, schedule and organize disc golf tournaments in their discretion, report any damage to park facilities and report obstructions or hazardous conditions.

7. In operating the concessions described, CONCESSIONAIRE shall act as an independent contractor and for their own accord and not as an agent, representative or employee of the CITY.

8. CONCESSIONAIRE shall not by virtue hereof be deemed to have become a tenant of the CITY, or any of the premises herein referred to, nor to have been given or accorded as against the CITY, the possession of any premises; but as to such of the premises as CONCESSIONAIRE is hereunder entitled to use, they shall be deemed merely to be a licensee permitted to enter therein solely for the purpose of exercising the rights and privileges hereby granted. Upon any termination of this Agreement, CITY shall have the right through such means as it sees fit to remove and exclude therefrom CONCESSIONAIRE and any of CONCESSIONAIRE's employees, without being deemed guilty of any unlawful entry, trespass or injury of any sort whatsoever.

9. CONCESSIONAIRE must own, or be fully authorized to use, any and all patents, trademarks, copyrights, names or slogans used by them in their operations or in any way connected with the operations.

10. CONCESSIONAIRE will carry worker's compensation insurance covering all persons employed by them in connection with the operation of this concession, if any.

11. CONCESSIONAIRE shall indemnify and save harmless the CITY from all suits brought against the CITY on account of any injuries or damages received or sustained by any party or parties by or from the CONCESSIONAIRE, its employees or agents, in the exercise of the rights and privileges granted herein or on account of any act or omission of the CONCESSIONAIRE or its employees or agents.

12. CONCESSIONAIRE agrees that they and their employees shall be clean and neat in appearance and shall be courteous at all times to users of Vollrath Park and the disc golf course.

13. CONCESSIONAIRE will submit for approval samples or drawings of any signs advertising the concession, prior to their erection. All signs erected by CONCESSIONAIRE shall be the responsibility of CONCESSIONAIRE and will be kept in good condition and repair by CONCESSIONAIRE.

14. The CITY will endeavor to provide CONCESSIONAIRE advance notice of CITY construction and/or utility work in Vollrath Park

which would alter the disc golf course or compromise the safety of disc golfers on the course.

15. In the event CONCESSIONAIRE shall be in default in any of the covenants, terms or undertakings as herein set forth, and such default shall continue unremedied for 30 days after written notice of said default by personal service or first-class mail addressed to CONCESSIONAIRE at their last known address; thereupon, at the CITY's option this Agreement may be terminated.

16. This Concession Agreement shall not be assigned in whole or in part, nor shall any part of the premises be sublet or licensed, nor shall any right or privilege granted herein to CONCESSIONAIRE be sold, transferred or assigned without the written approval of the Director of Public Works.

17. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Vollrath Park Disc Golf Concession Agreement to be executed as of the date first above written.

**CITY OF SHEBOYGAN**

**BY:**

\_\_\_\_\_  
Michael J. Vandersteen  
Mayor

\_\_\_\_\_  
Dennis Wield

**ATTEST:**

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

\_\_\_\_\_  
Patricia Wield

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

This instrument drafted by:  
Stephen G. McLean  
City Attorney  
Sheboygan, WI 53081  
WI State Bar No. 01011662

**VOLLRATH PARK DISC GOLF  
CONCESSION AGREEMENT**

THIS AGREEMENT is made as of the 9th day of January, 2015, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (hereinafter the "CITY"), and Dennis and Patricia Wield, husband and wife (hereinafter "WIELD" or "CONCESSIONAIRE").

WHEREAS, in order to add to the enjoyment, recreational opportunities and benefits received by the public, and in particular the citizens and residents of the CITY in regard to the public area known and described as Vollrath Park, the parties find that it is desirable that CONCESSIONAIRE have the exclusive right to occupy the concession building commonly known as "the Shack" adjacent to the first tee of the disc golf course in Vollrath Park, subject to the terms and provisions contained herein.

WHEREAS, the Common Council of the City of Sheboygan has determined that the agreements expressed in this Agreement will accomplish the public purposes desired by the CITY; Now, therefore,

1. In consideration of the covenants and undertakings on the part of CONCESSIONAIRE contained in this agreement, CITY grants to CONCESSIONAIRE, and CONCESSIONAIRE accepts from CITY, subject to all of the terms and provisions hereof, the concession right and privilege for an initial term commencing January 1, 2015 and ending December 31, 2015, of operating a disc golf course concession stand out of the building commonly known as "the Shack" located adjacent to the first tee of the disc golf course in Vollrath Park.

2. Unless either party gives notice in writing to the other at least 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.

3. CONCESSIONAIRE will pay all costs of operation and maintenance necessary for satisfactory operations of the disc golf concession, including salaries of all employees, merchandise and all other facilities and equipment incident to the satisfactory operation of the concession stand.

4. All food, beverages, merchandise and all other items offered for sale shall be subject to the approval of the Director of Public Works or his designee. It is agreed by both parties that the prices to be charged shall be fair and reasonable and commensurate with prices charged for similar items offered for sale in the Sheboygan area.

5. Use of the disc golf course shall continue to be free to the public.

6. CONCESSIONAIRE agrees to monitor the course, schedule and organize disc golf tournaments in their discretion, report any damage to park facilities and report obstructions or hazardous conditions.

7. In operating the concessions described, CONCESSIONAIRE shall act as an independent contractor and for their own accord and not as an agent, representative or employee of the CITY.

8. CONCESSIONAIRE shall not by virtue hereof be deemed to have become a tenant of the CITY, or any of the premises herein referred to, nor to have been given or accorded as against the CITY, the possession of any premises; but as to such of the premises as CONCESSIONAIRE is hereunder entitled to use, they shall be deemed merely to be a licensee permitted to enter therein solely for the purpose of exercising the rights and privileges hereby granted. Upon any termination of this Agreement, CITY shall have the right through such means as it sees fit to remove and exclude therefrom CONCESSIONAIRE and any of CONCESSIONAIRE's employees, without being deemed guilty of any unlawful entry, trespass or injury of any sort whatsoever.

9. CONCESSIONAIRE must own, or be fully authorized to use, any and all patents, trademarks, copyrights, names or slogans used by them in their operations or in any way connected with the operations.

10. CONCESSIONAIRE will carry worker's compensation insurance covering all persons employed by them in connection with the operation of this concession, if any.

11. CONCESSIONAIRE shall indemnify and save harmless the CITY from all suits brought against the CITY on account of any injuries or damages received or sustained by any party or parties by or from the CONCESSIONAIRE, its employees or agents, in the exercise of the rights and privileges granted herein or on account of any act or omission of the CONCESSIONAIRE or its employees or agents.

12. CONCESSIONAIRE agrees that they and their employees shall be clean and neat in appearance and shall be courteous at all times to users of Vollrath Park and the disc golf course.

13. CONCESSIONAIRE will submit for approval samples or drawings of any signs advertising the concession, prior to their erection. All signs erected by CONCESSIONAIRE shall be the responsibility of CONCESSIONAIRE and will be kept in good condition and repair by CONCESSIONAIRE.

14. The CITY will endeavor to provide CONCESSIONAIRE advance notice of CITY construction and/or utility work in Vollrath Park

which would alter the disc golf course or compromise the safety of disc golfers on the course.

15. In the event CONCESSIONAIRE shall be in default in any of the covenants, terms or undertakings as herein set forth, and such default shall continue unremedied for 30 days after written notice of said default by personal service or first-class mail addressed to CONCESSIONAIRE at their last known address; thereupon, at the CITY's option this Agreement may be terminated.

16. This Concession Agreement shall not be assigned in whole or in part, nor shall any part of the premises be sublet or licensed, nor shall any right or privilege granted herein to CONCESSIONAIRE be sold, transferred or assigned without the written approval of the Director of Public Works.

17. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Vollrath Park Disc Golf Concession Agreement to be executed as of the date first above written.

CITY OF SHEBOYGAN

BY:

  
Michael J. Vandersteen  
Mayor

  
Dennis Wield

ATTEST:

  
Susan Richards  
City Clerk

  
Patricia Wield

This document is authorized by and in accordance with Res. No. 105-14-15.

This instrument drafted by:  
Stephen G. McLean  
City Attorney  
Sheboygan, WI 53081  
WI State Bar No. 01011662

agmnts/VollrathParkDicGolfConcessionAgmt-2014

**DOCUMENT #5260**

An agreement between City of Sheboygan and Dennis & Patricia Wield for Vollrath Park Disc Golf Concession.

Res. No. 105-14-15.

January 9, 2015.

III

5.9

Res. No. 110 - 14 - 15. By Alderperson Heidemann. December 1, 2014.

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 2015 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wilson.

Sub 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

**LEASE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, 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 30 acres of certain agricultural property described as follows:

59030-454940	S 1/2 OF S.W. S.W., Sec. 10	59030-454940/454960/ 455120 & 455140 <small>Parcel Ident. No.</small>
59030-454960	S 1/2 of S.E. S.W., Sec. 10	
59030-455120	W 1/2 of N.W. S.E., Sec. 10	
59030-455140	W 1/2 of S.W. S.E., Sec. 10	

All in T. 14, R. 23, Town of Wilson, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2015 through December 31, 2015.

3. That the total rental rate for this parcel of land for 2015 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) 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 pay 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.

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 \_\_\_\_\_, 2014.

**LESSEE**

**BY:** \_\_\_\_\_  
David L. Gartman

This document consists of three (3) typewritten pages, including the following signature page.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

**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 \_\_\_\_\_, 2014.

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

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

## 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