

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

III

6.6

Res. No. 45 - 13- 14. By Alderperson Heidemann. August 5, 2013.

A RESOLUTION authorizing the Purchasing Agent to solicit sealed bids for the replacement of three (3) tandem axle dump trucks equipped for snow removal and one (1) extended cab 4 wheel drive pickup for the Department of Public Works.

WHEREAS: The Department of Public Works operates and maintains a total of seven 1995 Model Ford Tandem axle dump trucks with snow removal equipment. In 2012, the frame rails on two of the trucks were found to be cracked, making the trucks unsafe and;

WHEREAS: Bids were solicited and received for the replacement of these trucks, but economic conditions resulted in the Common Council denying the requested funding and the City contracted instead to have the frames repaired at a cost of \$10,000-\$12,000 per truck and;

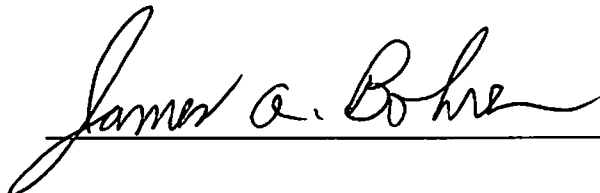
WHEREAS: Due to the age of these trucks, many of the components and parts are no longer made resulting in exorbitantly high pricing for replacement parts, when parts are available and:

WHEREAS: Three of the seven 1995 model trucks are now exhibiting the cracked frame problems and while the two trucks repaired in 2012 are still viable, higher replacement parts costs coupled with other issues arising from age and usage are bordering on obsolescence.

P.W.

WHEREAS: The new Superintendent of Parks and Forestry is in need of a suitable vehicle to use for work purposes in the performance of his duties.

RESOLVED: That the Purchasing Agent is hereby authorized to solicit sealed bids for the purchase of (3) Tandem axle Dump Trucks equipped for snow removal and (1) Extended cab, four wheel drive pickup truck for the Department of Public Works.

  
\_\_\_\_\_

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

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

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

III

6.7

Res. No. 46-13-14. By Alderperson Heidemann. August 5, 2013.

A RESOLUTION authorizing entering into a Lease Agreement with Joe Kerlin, for the rental of the Maywood Caretaker Home at 3616 Mueller Rd., Sheboygan, for a month-to-month lease during Joe's relocation with the City of Sheboygan as the Superintendent of Parks & Forestry.

RESOLVED: That the Mayor is hereby authorized and directed to enter into said Lease Agreement with Joe Kerlin.

P.W.

James A. Bohrer

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

## **Wisconsin Residential Lease Agreement**

This lease agreement (hereinafter referred to as the "agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

City of Sheboygan Hereinafter referred to as "Landlord" and  
Joe Kerlin Hereinafter referred to as "Tenant".

**WITNESSETH:**

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Sheboygan County, Wisconsin, such real property having a street address of 3616 Mueller Rd., Sheboygan, WI 53083 hereinafter referred to as the "Premises"

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above-described Premises together with any and all appurtenances thereto for a month-to-month lease during tenant's employment with the City of Sheboygan.
2. **RENT.** The total rent for the term hereof is the sum of TWO HUNDRED FIFTY DOLLARS (\$250) payable on the 1<sup>st</sup> day of each month.
3. **DAMAGE DEPOSIT.** Upon the due execution of this agreement, Tenant shall deposit with Landlord the sum of FIVE HUNDRED DOLLARS (\$500) receipt of which is hereby acknowledged by Landlord as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this agreement.
4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining the Director of Public Works written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this agreement, or sub-let or grant any license to use the Premises.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the Director of Public Works. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES AND DUTIES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall
  - a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - c. Not obstruct or cover the windows or doors;
  - d. Not leave windows or doors in an open position during any inclement weather;
  - e. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony;
  - f. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
  - g. Keep heating system filters clean and free from dirt;
  - h. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
  - i. And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb neighboring residents;
  - j. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with neighboring residents;

- k. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
  - l. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Public Works Committee of the Landlord;
  - m. Retrieve mail from mailbox during periods when staff members are unavailable;
  - n. Keep lawn free of sticks, stones, litter, and other obstacles that interfere with lawn mowing;
  - o. Mow lawn as arranged;
  - p. Replace light bulbs and smoke detector batteries as needed;
  - q. Keep grounds free of pet waste;
  - r. Monitor accumulations of recyclables in barn/garage and haul away according to limits established by the Director of Public Works;
  - s. Keep parking stall of barn/garage and area in barn neatly organized of any personal items stored. Storage of personal items should not interfere with normal DPW uses of the existing buildings.
  - t. Snow removal around the mailbox.
12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the agreement continue according to its terms.
13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this agreement or to any restrictions, rules or regulations affecting the Premises.
14. **SUBORDINATION OF LEASE.** This agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
15. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement

of this agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

16. **ANIMALS.** Tenant shall be entitled to keep no more than two (2) domestic dogs, cats, or birds.
17. **QUIET ENJOYMENT.** Tenant, upon payment of all the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
18. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
19. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the lease by reason thereof, Landlord may terminate this agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this agreement.
20. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due. Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TWENTY-FIVE DOLLARS (\$25).
21. **ABANDONMENT.** If at any time during the term of this agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this agreement during the balance of the unexpired term, if this agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
22. **RIGHTS AND REMEDIES.** The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

23. **RECORDING OF AGREEMENT.** Tenant shall not record this agreement with the Sheboygan County Register of Deeds. In the event that Tenant shall record this agreement, this agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
24. **GOVERNING LAW.** This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.
25. **SEVERABILITY.** If any provision of this agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
26. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
27. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.
28. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
29. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this agreement shall affect Tenant's duties and liabilities hereunder.
30. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
31. **NOTICE.** Any notice required or permitted under this lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

City of Sheboygan  
Attn: Director of Public Works/Eng.  
833 Center Avenue  
Sheboygan, WI 53081

If to Tenant to:

Joe Kerlin  
3616 Mueller Rd.  
Sheboygan, WI 53083

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

32. **ADDITIONAL PROVISIONS.** Tenant agrees to monitor park security and report any suspicious or after hours activity to the Sheboygan Police Dept and Tenant agrees to be the first responder to security alarm activation of the Maywood Ecology Center. Tenant is responsible for any loss of personal items due to fire, natural disaster, etc.

As to Landlord this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LANDLORD:**

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

Print: \_\_\_\_\_

As to Tenant this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TENANT:**

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

Print: \_\_\_\_\_

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

Print: \_\_\_\_\_

II

5.5

R. O. No. 94-13-14. By CITY CLERK. August 5, 2013.

Submitting a communication from St. Nicholas Hospital regarding their proposed utility construction plan set and legal description for the City's review and records. St. Nicholas Hospital is constructing a private fiber network among the area's health cares with utility construction taking place within the city road right-of-way commencing as early as this fall with completion of construction and restoration planned by winter of 2013.

P.W.

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

July 16, 2013

City of Sheboygan  
828 Center Ave,  
Sheboygan, WI

**RE: CITY ROAD UTILITY CONSTRUCTION NOTIFICATION**  
**(Project: ST. NICHOLAS HOSPITAL BUILD)**

To Common Council,

St. Nicholas Hospital is respectfully submitting their proposed utility construction plan set and legal description for your review and records. St. Nicholas Hospital is constructing a private fiber network among the area's health cares.

Utility construction for this project will take place within the city road right of way as depicted on the attached plan set. Actual construction activities could commence as early as this fall with completion of construction and restoration planned by winter of 2013.

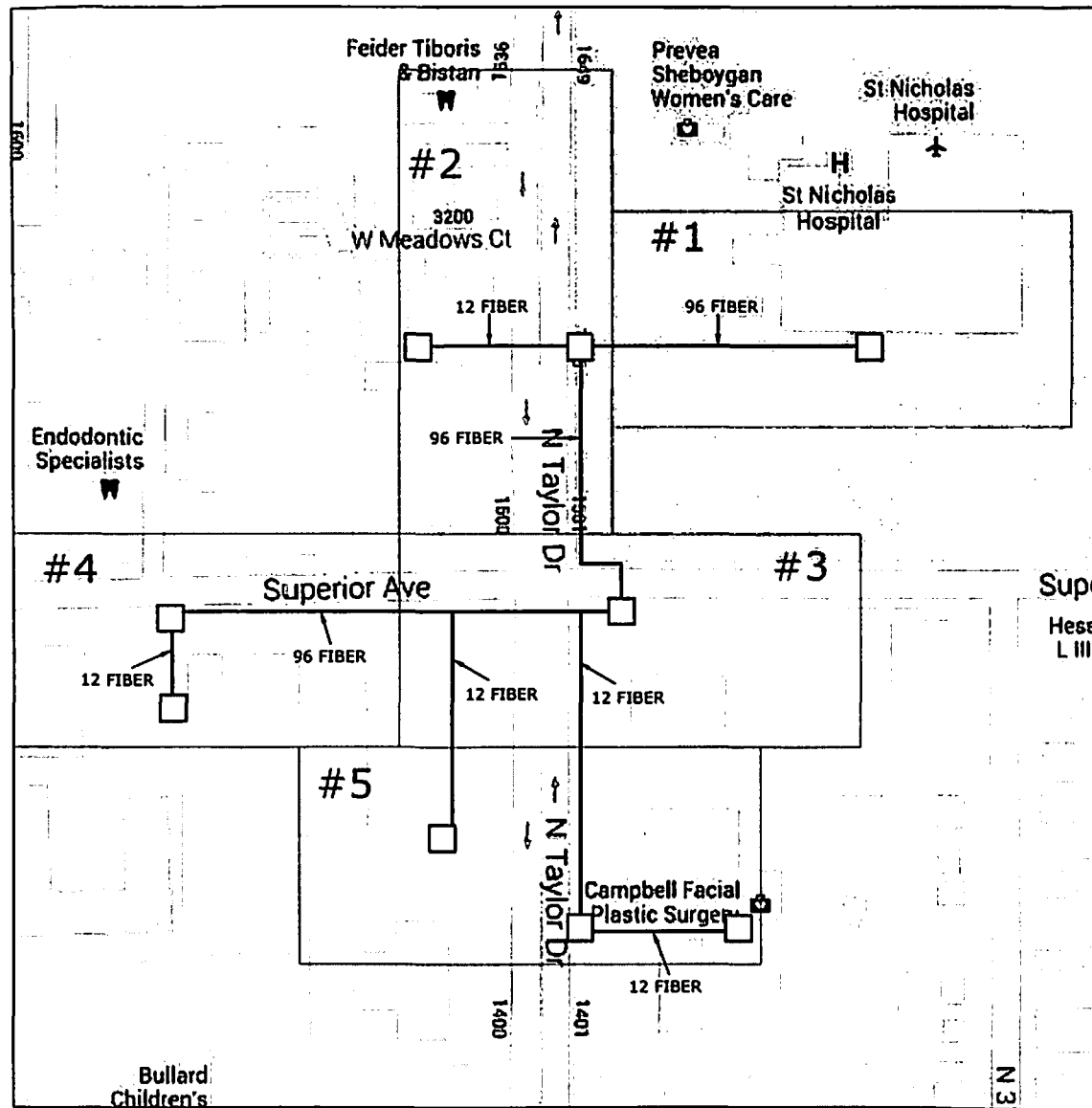
Please contact me at (920) 621-6074 or [matt.peters@hshs.org](mailto:matt.peters@hshs.org) with questions or concerns regarding this matter.

Thank you,

Matt Peters  
St. Nicholas Hospital

## ST NICHOLAS HOSPITAL BUILD

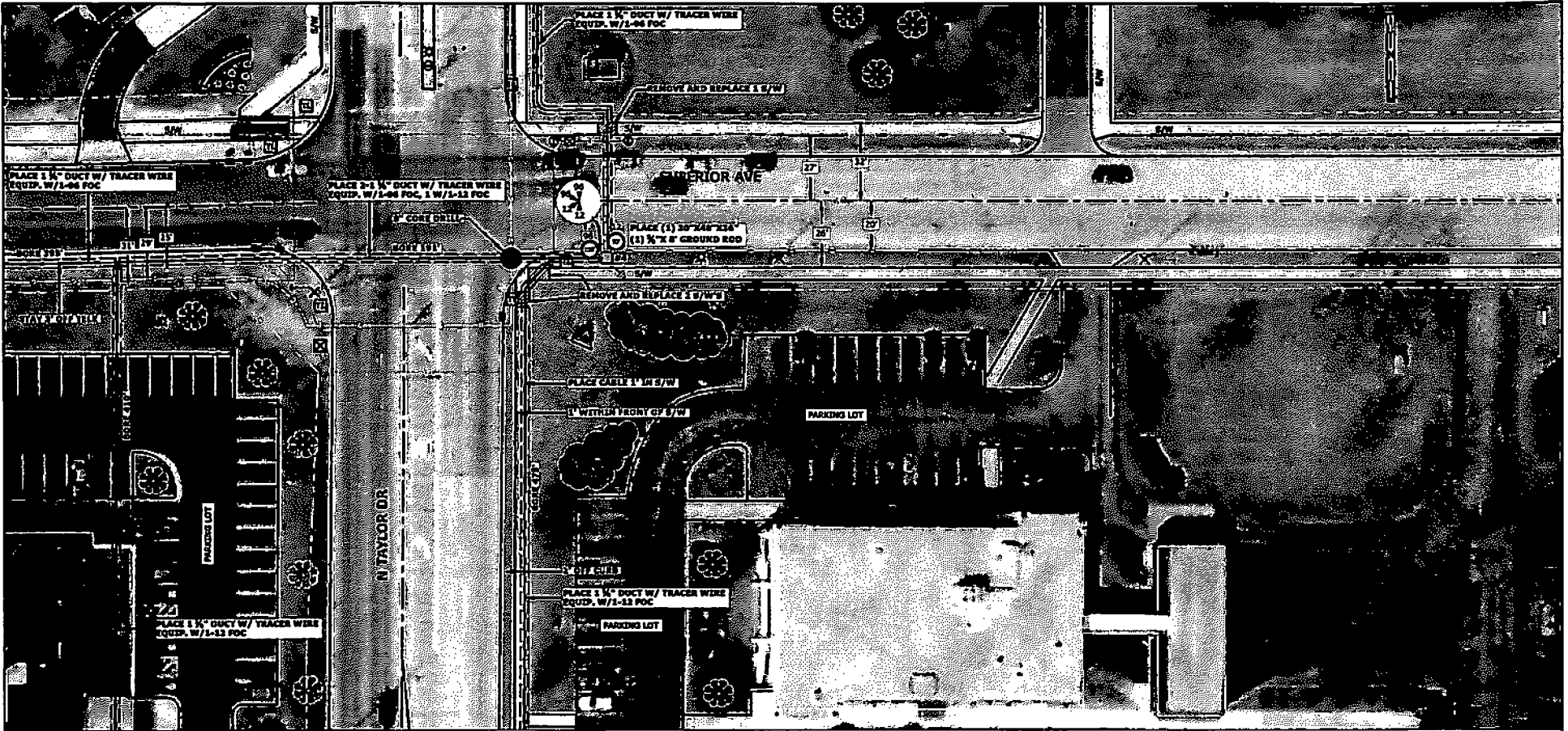
ESTIMATED TOTALS	
<b>HANDHOLES:</b>	
30X48X18	1
30X48X36	4
18X24	4
<b>GROUND RODS</b>	
BORE WITH 1-1.25"	2717
BORE WITH 2 -1.25"	191
100' OF 96 FIBER SLACK LOOPS	4
50' OF 12 FIBER SLACK LOOPS	8
96 FIBER PLACED IN DUCT	1377
12 FIBER PLACED IN DUCT	1726
SIDEWALK REPLACEMENT (sqft)	150
8" CORE DRILL	1
<b>BUILDING ENTRANCES</b>	
TOTAL OF 96 FIBER	1777
TOTAL OF 12 FIBER	2126
TOTAL 1.25" DUCT	3100
TOTAL BORE	2908







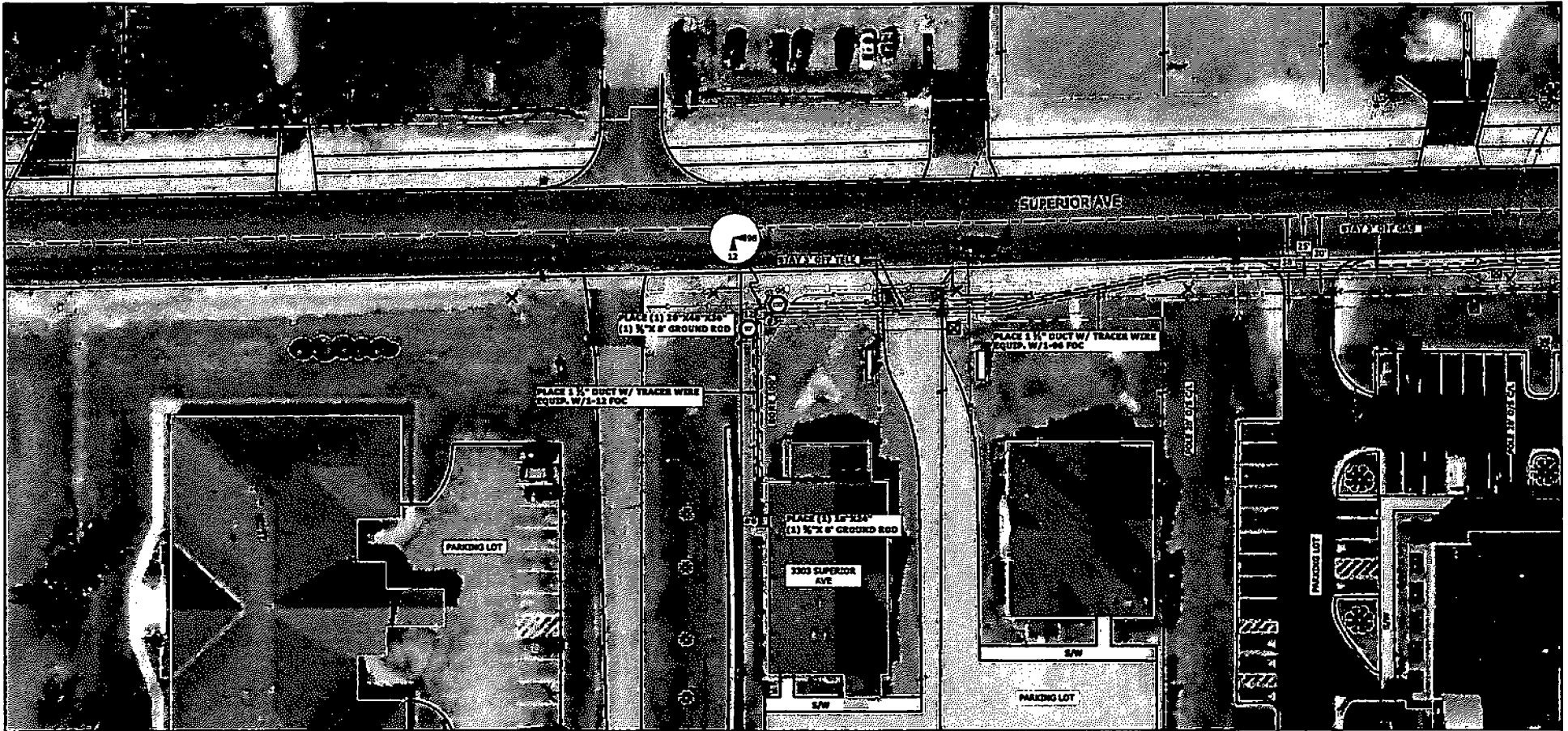
CONT'D PRT 4



CONT'D PRT 5

STATIONING INFO		HANDHOLE - MARKER- CHD			BURIED			STORAGE		AERIAL					REMOVAL/REPLACEMENT			MISC.		WARNING: BURIED UTILITIES IN AREA NOTE: UTILITIES SHOWN ON MAP ARE FOR REFERENCE ONLY CALL FOR LOCATES	NSIGHT TELSVCES ST. NICHOLAS HOSPITAL FIBER BUILD		
OBJECT	STATION	LN 2 (ECLX/EKLN)	CH S3	EN 2 (LX/ST) (F)	UD 96	EN 6 ID (LX/ST) 1 W/TRACE WIRE	ENGO STEEL	UD (LX/ST-LX/ST) W/TRACE WIRE	EMSC (100) 96	EMSC (50) 12	CD 96 (F/EN)	PE 1-3 (F/EN)	WF 1-5	ENGR (F)	PH 11	EM 72	EM 73	R 1-10	EM 8		WPH 21	MAP NO.	SHEET 3 OF 5
001 04		1		1	375				1	1								25					
TOTAL:		1	0	1	375	0	375	0000	0	1	0	0	0	0	0	0	0	25	0	0	0	0000	0000

NOT TO SCALE



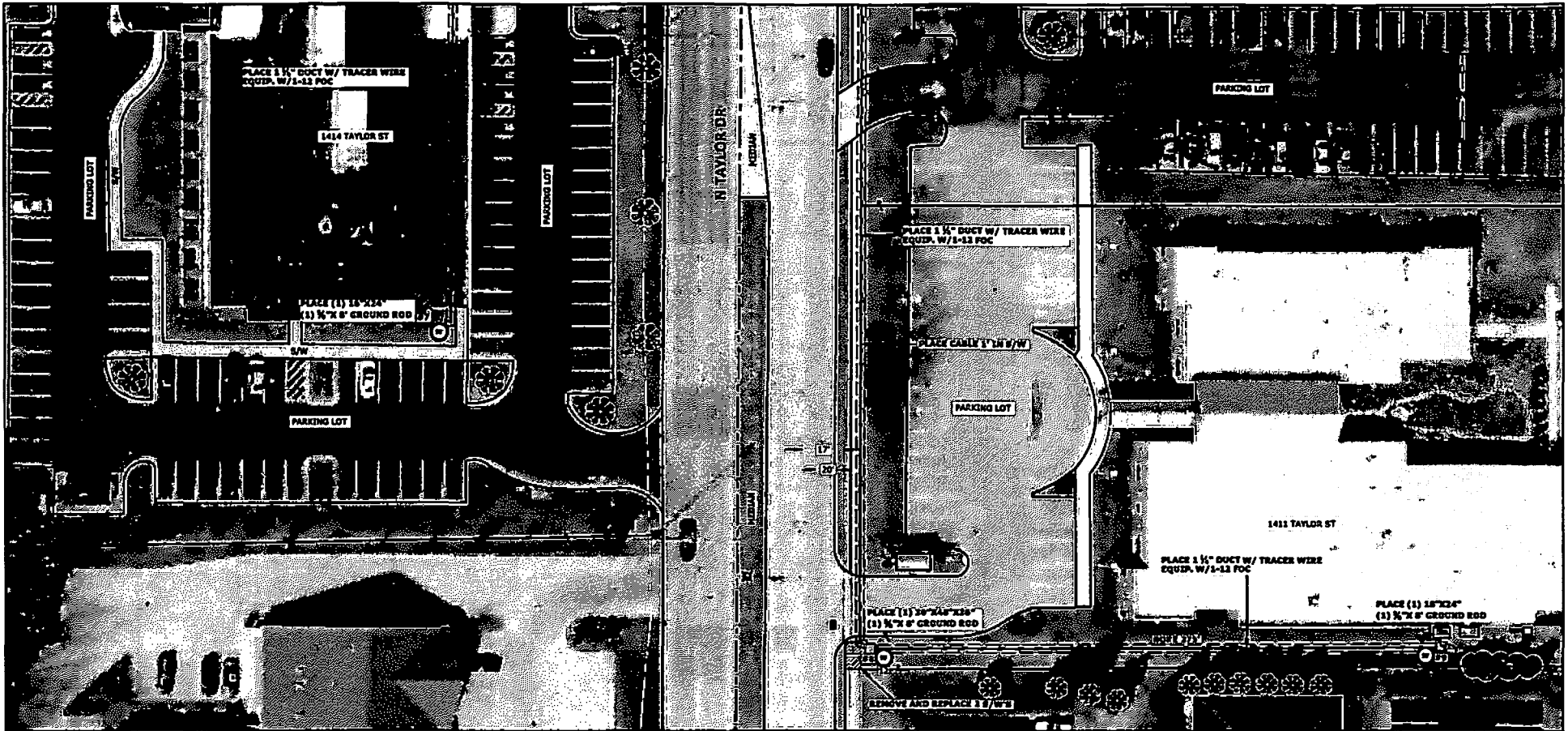
CONT'D PRT 3

CONT'D PRT 5

STATED WORK INFO		MARK/HOLE - MARKER - CRD			BURIED		STORAGE		AERIAL					REMOVAL/REPLACEMENT			RESEC.			WARNING: BURIED UTILITIES IN AREA NOTE: UTILITIES SHOWN ON MAP ARE FOR REFERENCE ONLY CALL FOR LOCATES	NSIGHT TELS SERVICES ST. NICHOLAS HOSPITAL FIBER BUILD				
OBJECT	STATION	LN 2 (X)Y(Z)A(B)C	LN 2 (L)X(Z)A	SH 2 (S/R) (R)	UD 96	UD 12	EM 61D (L,Z) 1 W/TRACE	EM 60 STEEL	UD (L)X(Z), (Z) W/TRACE WIDE	EMSC (100) 96	EMSC (150) 12	CD 96 (L)X(Y)Z	PE 1-3 (L)X(Y)Z	PP 1-5	EM 62 (P)	PH 11	EM 72	EM 73	R 1-10		EM 90	WPH 21	EM 21	MAP NO.	FILE NAME:
OH 65		1		1	500		395			1	1														
OH 66			1	1	100	100				1													1		
TOTAL:		1	1	2	500	100	495	0000	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0000	

BY	DATE	MAP NO.	
FILED		FILE NAME:	
PLACE CABLE		P.O.# -	
TAB	DRAFTING	BY	DATE
FINAL QC	BASE DRAFT	BJF	
STAKED			
BUILT			
ASBUILT			

NOT TO SCALE



STATIONING INFO		HANDHOLE - MARKER - CND			BURIED				STORAGE		AERIAL				REMOVAL/REPLACEMENT			REDC.				WARNING: BURIED UTILITIES IN AREA NOTE: UTILITIES SHOWN ON MAP ARE FOR REFERENCE ONLY CALL FOR LOCATES	NSIGHT TELSOURCES ST. NICHOLAS HOSPITAL FIBER BUILD SHEET 5 OF 5			
OBJECT	STATION	LN 2 (10X40)	LN 2 (10X24)	LN 2 (5X7) (8)	UD 96	UD 32	DN 61D (1.25) 2 W/TRACE	DN 61D (1.25) 1 W/TRACE	UD (1.25) 1.25 W/TRACE WIRE	CHSC (50) 12	PNST (96) 150	CO 96 (5'x5)	PE 1-3 (5'x5)	PF 1-5	DN62 (9)	PN 11	DN 72	DN 73	R 1-10	DN19	WPM 21		CHCD 6'	DN11	MAP NO.	FILE NAME:
07		1	1		601	191	410		1																	
08		1	1		475		475		1									100								
09		1	1		375		375		1																	
TOTAL		1	2	3	000	1351	101	1160	0	3	0	0	0	0	0	0	0	100	0	0	0	0	1	2		

NOT TO SCALE

## **LEGAL DESCRIPTION FOR ST. NICHOLAS FIBER BUILD**

Part of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  all in Section 16, Township 15 North Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

A three foot wide strip of land centered on the following described land: Commencing at a point along the easterly right of way line of N Taylor Drive. Said point lying 320 feet northerly of the southerly said section line, being measured along said easterly right of way line of N Taylor Drive, and the point of beginning. Thence, westerly, approximately 90 feet to the westerly right of way line of N Taylor Drive, and being the point of termination of this centerline description.

AND

Part of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  Section 16, Township 15 North Range 23 East and part of NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  Section 21, Township 15 North Range 23 East, all in the City of Sheboygan, Sheboygan County, Wisconsin described as follows:

A three foot wide strip of land centered on the following described land: Commencing at a point along the northerly right of way line of Superior Avenue. Said point lying 75 feet east of the westerly quarter section line of said section 16 being measured along said northerly right of way line of Superior Avenue, and the point of beginning. Thence, southerly, approximately 58 feet to a point 12 feet north of the southerly right of way of Superior Avenue and being the point of termination of this centerline description.

AND

Part of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 21, Township 15 North Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

A three foot wide strip of land centered on the following described land: Commencing at a point one foot west of the easterly right of way line of N Taylor Drive. Said point lying 23 feet southerly of the northerly said section line being measured 1 foot west along said easterly right of way line of N Taylor Drive, and the point of beginning. Thence, southerly, approximately 442 feet to point of termination of this centerline description.

AND

Part of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  all in Section 21, Township 15 North Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

A three foot wide strip of land centered on the following described land: Commencing at a point 12 feet northerly of the southerly right of way line of Superior Avenue. Said point lying 75 feet east of the quarter section line, and the point of beginning. Thence, westerly, approximately 400 feet; from this

point being 12 feet northerly of the southerly right of way line of Superior line, line angles southwesterly for approximately 75 feet to a point 5 feet northerly of the southerly right of way line of Superior Avenue: Thence, westerly, approximately 100 feet to point of termination of this centerline description.

**AND ALSO**

Part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 21, Township 15 North Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

A three foot wide strip of land centered on the following described land: Commencing at a point 12 feet northerly of the southerly right of way line of Superior Avenue. Said point lying 120 feet west of said quarter section line, and the point of beginning. Thence, southerly, approximately 12 feet to southerly right of way line of Superior Ave, and being point of termination of this centerline description.

RESUME OF BIDS

MINI STORM SEWER INSTALLATION  
2905 S. 15TH STREET  
SHEBOYGAN, WI

QUOTE NO. 2364-13

Quote Due: **10:00 a.m. – July 30, 2013**

Contractor's Name	230 LF of 8" PVC Storm Sewer Pipe	9.50 VF of 2 ft. dia. Cleanout Manhole	Total Bid Price
ARGO Contracting	7,219.70	1,471.45	\$8,691.15
D & M Plumbing & Heating	4,991.00	2,422.50	\$7,413.50
Korff Plumbing	4,830.00	5,193.93	\$10,023.93

RESUME OF BIDS

MINI STORM SEWER INSTALLATION  
400 BLOCK OF WASHINGTON COURT  
SHEBOYGAN, WI

QUOTE NO. 2365-13

Quote Due: **10:00 a.m. – July 30, 2013**

Contractor's Name	74 LF of 8" PVC Storm Sewer Pipe	Total Bid Price
ARGO Contracting	2,864.54	\$2,864.54
D & M Plumbing & Heating	2,989.60	\$2,989.60
Korff Plumbing	4,974.28	\$4,974.28

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Com. No. 8 - 13 - 14. July 1, 2013.

Submitting a communication from Russell Rasmussen from the DNR stating that he understands from Alderperson Lewandoske that the City of Sheboygan wants to put life preserver rings on their piers and seem to think they need some sort of permit. The DNR states that unless they are expanding the pier footprint, the City would not need a permit from the DNR.

Presented to the Common Council by Alderperson Scott Lewandoske.  
Lewandoske

Public Works .

## **Richards, Sue**

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**From:** Alderperson Scott Lewandoske  
**Sent:** Monday, June 24, 2013 12:16 PM  
**To:** Richards, Sue  
**Cc:** Mayor Vandersteen  
**Subject:** FW: Regulation of Piers-Scott Lewandoske

Sue,

Could you put the following item on the agenda for the next Common Council meeting to be referred to Public Works and Public Protection and Safety. I am bringing up my proposal from last year to put life rings on the pier in the hope that it will prevent drownings like we had last year. Attached is an email from State Senator Joe Leibham's office and the Wisconsin DNR stating that no special permit would be needed and the City of Sheboygan could go forward with putting life rings on the pier.

Scott Lewandoske

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**From:** Hansen, Alex [Alex.Hansen@legis.wisconsin.gov]  
**Sent:** Monday, June 24, 2013 10:47 AM  
**To:** Alderperson Scott Lewandoske  
**Cc:** [Michael.Bruhn@wisconsin.gov](mailto:Michael.Bruhn@wisconsin.gov)  
**Subject:** FW: Regulation of Piers-Scott Lewandoske

Scott,

Please see the e-mail below from DNR. Let me know if you have any questions.

Thank you.

Alex Hansen  
Office of Senator Joe Leibham  
Phone: (608) 266-2056  
Room 15 South, State Capitol  
[www.leibhamsenate.com](http://www.leibhamsenate.com)<<http://www.leibhamsenate.com/>>

**From:** Rasmussen, Russell A - DNR  
**Sent:** Thursday, June 20, 2013 1:51 PM  
**To:** Bruhn, Michael L - DNR  
**Cc:** Biersach, Pamela A - DNR  
**Subject:** FW: Regulation of Piers-Scott Levendusky

As I understand this, the City of Sheboygan wants to put life preserver rings on their piers (assume they go out into Lake Michigan?) and seem to think they need some sort of permit. If they are just adding a ring to some posts and hanging a life preserver on it, I think they could just do it. Perhaps they are contemplating drilling a hole into an existing solid pier out in Lake Michigan, putting in a post, filling the hole with concrete and hanging a life preserver. If that is the case, we

might ask them to minimize the amount of debris that gets into the lake, but I don't think that would entail a permit either. However, if they are thinking about an expansion of the pier footprint, then they would need a permit from us.

Pam, any alternate thoughts?

P Russell Rasmussen  
Deputy Administrator  
Water Division  
Wisconsin Department of Natural Resources  
-(•) phone: (608) 267-7651  
(•) cell: (608) 279-3170  
(•) e-mail: [Russell.Rasmussen@wi.gov](mailto:Russell.Rasmussen@wi.gov)<mailto:Russell.Rasmussen@wi.gov>

Quality customer service is important to us. Please tell us how we're doing:  
<https://www.surveymonkey.com/s/WDNRWater>