



ELEVENTH REGULAR COMMON COUNCIL MEETING AGENDA

September 05, 2023 at 6:00 PM

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,
Sheboygan, WI**

"No act of kindness, no matter how small, is ever wasted." AESOP

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:
www.wscssheboygan.com/vod.

Notice of the 11th Regular Meeting of the 2023-2024 Common Council at 6:00 PM, TUESDAY, September 5, 2023 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Minutes**
Tenth Regular Council Meeting held on August 21, 2023
4. **Confirmation of Mayoral Appointments**
Kara Ottum to the Mayor's International Committee
Matt Wierzbach to the Historic Preservation Commission
5. **Public Forum**
Limit of five people having five minutes each with comments limited to items on this agenda.
6. **Mayor's Announcements**
Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

7. **Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**
8. R. C. No. 74-23-24 by Public Works Committee to whom was referred Res. No. 43-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; recommends adopting the Resolution.
9. R. C. No. 75-23-24 by Public Works Committee to whom was referred Res. No. 45-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute an Amendment to Lease

Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and Sheboygan County YMCA; recommends adopting the Resolution.

- [10.](#) R. C. No. 76-23-24 by Public Works Committee to whom was referred Res. No. 48-23-24 by Alderpersons Dekker and Rust designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2024 and directing him to submit an Urban Forestry Grant Application; recommends adopting the Resolution.
- [11.](#) R. C. No. 77-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 17-23-24 by Alderpersons Dekker and Rust creating a no parking zone at the terminus of South Pier Drive, at the cul-de-sac to prevent parking between 11 p.m. and 4 a.m.; recommends adopting the Ordinance.
- [12.](#) R. C. No. 78-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 36-23-24 by City Clerk submitting various license applications; recommends granting the applications with caveat.

REPORT OF OFFICERS

- [13.](#) R. O. No. 37-23-24 by City Clerk submitting a itemized claim/statement from Bee Vue. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [14.](#) R. O. No. 38-23-24 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- [15.](#) Res. No. 54-23-24 by Alderpersons Salazar and Felde authorizing 8th Street Ale Haus, LLC, to use certain city property and right-of-way for an event on September 15 and 16, 2023 and permitting the possession of open alcohol containers on said property. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [16.](#) Res. No. 55-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to issue a purchase order for two APG Turbo Blowers for the Wastewater Treatment Plant. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [17.](#) Res. No. 50-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan and Sheboygan County for the Development of a Crisis Co-Response Pilot Program Utilizing American Rescue Plan Act State and Local Fiscal Recovery Funds. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [18.](#) Res. No. 51-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with JT Engineering, Inc. for design services related to the STH 23 and Taylor Drive intersection. REFER TO PUBLIC WORKS COMMITTEE
- [19.](#) Res. No. 52-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a lease agreement with Lakeshore Regional Child Advocacy Center for long-term use of a portion of the Uptown Social Senior Community Center building located at 1817 N. 8th Street, Sheboygan, as a branch location. REFER TO PUBLIC WORKS COMMITTEE
- [20.](#) Res. No. 53-23-24 by Alderperson Salazar and Felde authorizing the Purchasing Agent to issue a purchase order for five police-marked squad sport utility vehicles for the Sheboygan Police Department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

- 21.** R. C. No. 73-23-24 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 49-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Cancellation Agreement and Mutual Release in order to terminate the Vacant Land Offer to Purchase regarding the purchase of an additional 7.9 acres by Sheboygan Southpoint Development LLC; recommends filing the Resolution.

GENERAL ORDINANCES

- 22.** Gen. Ord. No. 19-23-24 by Alderpersons Dekker and Ramey creating a two-way stop requiring northbound and southbound traffic on N. 18th Street to stop at Cambridge Avenue. REFER TO PUBLIC WORKS COMMITTEE
- 23.** Gen. Ord. No. 20-23-24 by Alderpersons Salazar and Felde amending the City's Nuisance Ordinance. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 24.** Gen. Ord. No. 21-23-24 by Alderpersons Dekker and Rust correcting various provisions of the Sheboygan Municipal Code so that they conform to Ordinance No. 14-23-24 adopted on August 7, 2023. REFER TO PUBLIC WORKS COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

- 25.** Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN

TENTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, August 21, 2023

OPENING OF MEETING**1. Roll Call**

Alderspersons Present: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar – 8.

Alderspersons Excused: Ackley and Filicky-Peneski – 2.

2. Pledge of Allegiance**3. Approval of Minutes**

Ninth Regular Council Meeting held on August 7, 2023

MOTION TO APPROVE THE MINUTES

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

4. Resignations

Dane Schaefer from the Mayor's International Committee

Libby Olbrantz from the Mayor's International Committee

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

5. Mayoral Appointments – Lays over

Kara Ottum to the Mayor's International Committee

Matt Wierzbach to the Historic Preservation Commission

6. Confirmation of Mayoral Appointment

Diane McGinnis-Casey to the position of Director of Planning and Development

MOTION TO CONFIRM

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

7. Confirmation of Mayoral Appointment

Samuel Melei to the position of Municipal Court Judge

MOTION TO CONFIRM

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

8. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

9. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT**10. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

11. R. O. No. 35-23-24 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

12. R. C. No. 61-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 2-23-24 by City Clerk submitting a claim from Torke Coffee Co., Inc. for alleged damages to a vehicle when it was hit by a City garbage truck; recommends filing the claim.

MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

13. R. C. No. 62-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 129-22-23 by City Clerk submitting a claim from Yang Pao Chang for alleged damages to driveway and sidewalk due to a broken water main; recommends filing the claim.

MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

14. R. C. No. 63-23-24 by Finance and Personnel Committee to whom was referred Res. No. 33-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the City Attorney's Office to settle the matter of *Cristy Murray v. City of Sheboygan and Mark A. Polich*, Case No. 23SE577; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

15. R. C. No. 64-23-24 by Finance and Personnel Committee to whom was referred Res. No. 34-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an agreement with HeyGov, Inc., to implement forms, licenses, and applications

software for the Departments of Public Works and City Clerk; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

16. R. C. No. 65-23-24 by Finance and Personnel Committee to whom was referred Res. No. 39-23-24 by Alderpersons Mitchell and Filicky-Peneski transferring budgeted funds so as to pay for additional cybersecurity products provided by ACP CreativIT, LLC d/b/a Camera Corner Connecting Point and obligating American Rescue Plan Act (ARPA) funds to pay for the associated costs; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

17. R. C. No. 67-23-24 by Public Works Committee to whom was referred Res. No. 37-23-24 by Alderpersons Dekker and Rust authorizing the donation of a snowmobile and G-2 groomer to the Northern Kettle Moraine Nordic Ski Club; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

18. R. C. No. 69-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred DIRECT REFERRAL R. O. No. 34-23-24 by City Clerk submitting a license application from The Silver Fern (#2207) for an extension of premises; recommends granting the application contingent on obtaining a Street Festival permit.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATION CONTINGENT

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

19. R. C. No. 70-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 33-23-24 by City Clerk submitting various license applications; recommends granting all applications.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

20. R. C. No. 71-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 35-23-24 by Alderpersons Salazar and Felde authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2023 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

REPORT OF OFFICERS

21. R. O. No. 36-23-24 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

22. Res. No. 42-23-24 by Alderpersons Dekker and Salazar authorizing outside legal counsel in the matter of Chad Pelishek v. City of Sheboygan, et al., and authorizing payment for said service.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

23. Res. No. 44-23-24 by Alderpersons Dekker and Salazar authorizing the appropriate City officials to execute two (2) conflict waiver letters prepared by Quarles & Brady LLP regarding representation of the City of Sheboygan and Advocate Health.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

24. Res. No. 43-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District. REFER TO PUBLIC WORKS COMMITTEE

25. Res. No. 45-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and Sheboygan County YMCA. REFER TO PUBLIC WORKS COMMITTEE

26. Res. No. 46-23-24 by Mitchell and Filicky-Peneski authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church. REFER TO FINANCE AND PERSONNEL COMMITTEE

27. Res. No. 47-23-24 by Alderpersons Dekker, Salazar and Mitchell authorizing the Purchasing Agent to issue a purchase order for a 2023 John Deere ProGator 2020A for the Sheboygan Parking Utility and to trade in a 2012 John Deere ProGator 2020A as part of the purchase. REFER TO TRANSIT COMMISSION

28. Res. No. 48-23-24 Alderpersons Dekker and Rust designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2024 and directing him to submit an Urban Forestry Grant Application. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

29. R. C. No. 66-23-24 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 41-23-24 by Alderpersons Mitchell and Filicky-Peneski appointing Casey

Bradley as the new City Administrator effective October 23, 2023 and authorizing the appropriate City officials to enter into an Employment Agreement with Casey Bradley; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

30. R. C. No. 68-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 16-23-24 by Alderpersons Dekker and Rust creating a no parking zone on Broughton Drive north of Ontario Avenue; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

31. R. C. No. 72-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 15-23-24 by Alderpersons Salazar and Felde amending section 52-401 so as to remove provisions related to nonpayment notices and administrative fees related thereto so as to have the penalties for bicycle, skateboard, and in-line skate violations be consistent with those for electric scooter violations, thereby allowing the use of citation writing software for such violations; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion made by Salazar, Seconded by Felde.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

GENERAL ORDINANCES

32. Gen. Ord. No. 17-23-24 by Alderpersons Dekker and Rust creating a no parking zone on at the terminus of South Pier Drive, at the cul-de-sac to prevent parking between 11 p.m. and 4 a.m. REFER TO PUBLIC WORKS COMMITTEE
33. Gen. Ord. No. 18-23-24 by Alderperson Mitchell repealing Gen. Ord. No. 11-04-05 relating to the grant of encroachment privileges to Gurpal Wisconsin Stations, LLC. REFER TO CITY PLAN COMMISSION

OTHER MATTERS AUTHORIZED BY LAW – None.

ADJOURN MEETING

34. Motion to Adjourn

MOTION TO ADJOURN AT 6:15 PM

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.



August 18th 2023

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Kara Ottum to be considered for appointment to the Mayor's International Committee
- Matt Wierzbach to be considered for appointment to the Historic Preservation Commission

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

**CITY OF SHEBOYGAN
R. C. 74-23-24**

BY PUBLIC WORKS COMMITTEE.

SEPTEMBER 5, 2023.

Your Committee to whom was referred Res. No. 43-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 43-23-24**

BY ALDERPERSONS DEKKER AND RUST.

AUGUST 21, 2023.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Pavilion and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 7, 2023 and ends at 3:00 p.m. on May 30, 2024.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,166.66 per month (the "Rent").

7. SASD will pay the Rent by check or electronic transfer on or before the 15th of each and every month for the rental month to follow throughout the term of this Lease. Therefore, first payment should be made on or before August 15, 2023 for the rental month of September, 2023. Payment shall be made to MPA by the Environmental Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan Area School District
 - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.
36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ____ day of _____, 2023.

City of Sheboygan

Ryan Sorenson, Mayor

Meredith De Bruin, City Clerk

**Ellwood H. May Environmental Park Assoc.
of Sheboygan County, Inc.**

Martha Steinbruecker, President

Sheboygan Area School District

Superintendent

Authorized by the City of Sheboygan pursuant to Res. ____-23-24.

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Pavilion and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 7, 2023 and ends at 3:00 p.m. on May 30, 2024.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,166.66 per month (the "Rent").

7. SASD will pay the Rent by check or electronic transfer on or before the 15th of each and every month for the rental month to follow throughout the term of this Lease. Therefore, first payment should be made on or before August 15, 2023 for the rental month of September, 2023. Payment shall be made to MPA by the Environmental Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan Area School District
 - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.
36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
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43. Time is of the essence in the Lease.

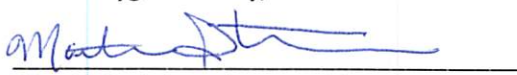
IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this 12 day of September, 2023.

City of Sheboygan


Ryan Sorenson, Mayor


Meredith De Bruin, City Clerk

**Ellwood H. May Environmental Park Assoc.
of Sheboygan County, Inc.**


Martha Steinbruecker, President

Sheboygan Area School District


Superintendent

Authorized by the City of Sheboygan pursuant to Res. 43-23-24.

**CITY OF SHEBOYGAN
R. C. 75-23-24**

BY PUBLIC WORKS COMMITTEE.

SEPTEMBER 5, 2023.

Your Committee to whom was referred Res. No. 45-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and Sheboygan County YMCA; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 45-23-24**

BY ALDERPERSONS DEKKER AND RUST.

AUGUST 21, 2023.

A RESOLUTION authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and Sheboygan County YMCA.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Lease Agreement, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

AMENDMENT TO LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan County YMCA

("YMCA")

Background

On September 21, 2021, the parties entered into a lease agreement ("Lease") in which the CITY leased certain premises within Ellwood H. May Environmental Park, a city park to YMCA. Said Lease provided for an initial term commencing at on September 7, 2021 and ending on August 31, 2022, and provided for automatic renewal for twenty-five (25) additional one-year terms with the final term ending on June 15, 2047.

The Lease set the initial rent at \$10,000 per year, to be paid semiannually, but also provides that the Parties shall annually discuss the amount of Rent and may agree in writing to an amount different than the amount provided. The Parties have discussed the amount of Rent and have agreed to an increase in Rent for the 2023-24 school year. The Parties have also agreed to modify the Lease terms to provide for a later due date for the second semiannual payment.

Terms

The parties hereby agree that the rent for the Classrooms for the 2023-24 school year is \$10,500 per year.

The parties additional agree that the Lease shall be amended such that Paragraph 7 therein reads as follows:

7. Subject to the provisions of this Lease, the rent for the Classrooms is \$10,500 per year, to be paid semiannually pursuant to a schedule agreed to via MOU by MPA and YMCA, but which provides for one payment no later than December 31 and one payment no later than June 30. Payment shall be made to MPA.

IN WITNESS WHEREOF YMCA, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ____ day of _____, 2023.

City of Sheboygan**Sheboygan County YMCA**

Ryan Sorenson, Mayor

Donna Wendlandt, CEO

Meredith De Bruin, City Clerk

Jeremiah Dentz, Executive Director of Camp Y-Koda**Ellwood H. May Environmental Park Assoc.**

Kendra Kelling, Director

Martha Steinbruecker, Board President

Authorized by the City of Sheboygan pursuant to Res. ____-23-24.

AMENDMENT TO LEASE AGREEMENT**BETWEEN:****City of Sheboygan****("CITY")****Ellwood H. May Environmental Park Association of Sheboygan County, Inc.****("MPA")****AND****Sheboygan County YMCA****("YMCA")****Background**

On September 21, 2021, the parties entered into a lease agreement ("Lease") in which the CITY leased certain premises within Ellwood H. May Environmental Park, a city park to YMCA. Said Lease provided for an initial term commencing at on September 7, 2021 and ending on August 31, 2022, and provided for automatic renewal for twenty-five (25) additional one-year terms with the final term ending on June 15, 2047.

The Lease set the initial rent at \$10,000 per year, to be paid semiannually, but also provides that the Parties shall annually discuss the amount of Rent and may agree in writing to an amount different than the amount provided. The Parties have discussed the amount of Rent and have agreed to an increase in Rent for the 2023-24 school year. The Parties have also agreed to modify the Lease terms to provide for a later due date for the second semiannual payment.

Terms


The parties hereby agree that the rent for the Classrooms for the 2023-24 school year is \$10,500 per year.

The parties additional agree that the Lease shall be amended such that Paragraph 7 therein reads as follows:

7. Subject to the provisions of this Lease, the rent for the Classrooms is \$10,500 per year, to be paid semiannually pursuant to a schedule agreed to via MOU by MPA and YMCA, but which provides for one payment no later than December 31 and one payment no later than June 30. Payment shall be made to MPA.

IN WITNESS WHEREOF YMCA, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this 12 day of September 2023.

City of Sheboygan


Ryan Sorenson, Mayor


Meredith De Bruin, City Clerk

Sheboygan County YMCA


Donna Wendlandt, CEO


Jeremiah Dentz, Executive Director of Camp Y-Koda

Ellwood H. May Environmental Park Assoc.


Kendra Kelling, Director


Martha Steinbruecker, Board President

Authorized by the City of Sheboygan pursuant to Res. 45-23-24.

**CITY OF SHEBOYGAN
R. C. 76-23-24**

BY PUBLIC WORKS COMMITTEE.

SEPTEMBER 5, 2023.

Your Committee to whom was referred Res. No. 48-23-24 by Alderpersons Dekker and Rust designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2024 and directing him to submit an Urban Forestry Grant Application.; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL.

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 48-23-24**

BY ALDERPERSONS DEKKER AND RUST.

AUGUST 21, 2023.

A RESOLUTION designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2024 and directing him to submit an Urban Forestry Grant Application.

WHEREAS, pursuant to Wis. Stat. § 23.097(1g), the WI DNR may award grants to cities for up to 50% of the cost of tree management plans, tree inventories, brush residue projects, the development of tree management ordinances, tree disease evaluations, public education concerning trees in urban areas, and other tree projects; and

WHEREAS, pursuant to Wis. Stat. § 23.097(1r), the WI DNR may award grants to cities for the costs of removing, saving, and replacing trees that are damaged by catastrophic storm events in urban areas; and

WHEREAS, in order to be eligible, the City must annually submit a resolution identifying the Authorized Representative for WI DNR grant purposes who is an office, officer, or employee given authority to act on the applicant's behalf to (1) sign and submit a grant application; (2) sign a grant agreement between the City and WI DNR; (3) submit interim and final reports to the WI DNR to satisfy the grant agreement; (4) submit grant reimbursement requests to the WI DNR; and (5) sign and submit any other required documentation regarding the grant; and

WHEREAS, City staff desires to apply for an Urban Forestry Grant for calendar year 2024, the maximum amount of which is \$25,000, and which would require a \$25,000 match from the City; and

WHEREAS, in-kind labor, services, and donations may be used to contribute toward the City's share of the match amount; and

WHEREAS, it is anticipated that there will be sufficient funds in the 2024 budget for the City's share of the matching costs.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council designates the City Forester as the Authorized Representative for the urban forestry grant purposes identified herein and directs the City Forester to submit an urban forestry grant application(s) to the WI DNR for the 2024 calendar year.

BE IT FURTHER RESOLVED: That if the grant application is approved, the Finance Director may draw up to \$50,000 from Account No. 400300-641150 (Capital Projects Trees/Forestry) and \$25,000 from Account No. 400-436900 (Capital Projects State Grants-Other)

to make the initial payments so that the Authorized Representative may seek reimbursement from WI DNR.

BE IT FURTHER RESOLVED: That if all or part of the City is damaged by a catastrophic storm event such that WI DNR awards grants for the costs of removing, saving, and replacing trees that were damaged during the event, the Authorized Representative may submit a grant application therefor.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. C. 77-23-24**

BY PUBLIC WORKS COMMITTEE.

SEPTEMBER 5, 2023.

Your Committee to whom was referred Gen. Ord. No. 17-23-24 by Alderpersons Dekker and Rust creating a no parking zone at the terminus of South Pier Drive, at the cul-de-sac to prevent parking between 11 p.m. and 4 a.m.; recommends adopting the Ordinance.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 17-23-24**

BY ALDERPERSONS DEKKER AND RUST.

AUGUST 21, 2023.

AN ORDINANCE creating a no parking zone at the terminus of South Pier Drive, at the cul-de-sac to prevent parking between 11 p.m. and 4 a.m.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT Pursuant to Section 52-108 of the Sheboygan Municipal Code entitled "Prohibitions And Restrictions Authorized," both sides of South Pier Drive beginning 895 feet east of the east curb line of Blue Harbor Drive to a point 1,145 feet east of the east curb line of Blue Harbor Drive, and including the entire circular portion of the roadway, are hereby added to the list of locations where parking is not permitted between 11 p.m. and 4 a.m. daily.

SECTION 2: AUTHORIZATION TO INSTALL SIGNAGE The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. C. 78-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

SEPTEMBER 5, 2023.

Your Committee to whom was referred R. O. No. 36-23-24 by City Clerk submitting various license applications; recommends granting the applications with caveat (*):

CHANGE OF AGENT

Mark Anthony Peterson, Sr. is replacing David J. Metz as agent effective immediately for Marc Cinemas located at 3226 Kohler Memorial Drive.

CHANGE OF AGENT

Andrew J. Grainger is replacing Mark L. Turner Jr. as agent effective immediately for Pick 'n Save #432 located at 1317 N. 25th Street.

CHANGE OF PREMISE

No. Name

Address

***2742 8th Street Ale House**

1132 N. 8th Street – Two-day event to be held on 9/15/2023 – 9/16/2023 to include current premises, and the Holman building and part of the alleyway south of said parking lot. The entire 8th Street Ale Haus parking lot up to and including a portion of the alleyway west of the Ale Haus that abuts the parking lot. The parking lot is on 8th Street and starts at the southern edge of the building located at 1122 N. 8th (the Gaming Generations business). This is a space of approximately 110ft by 45 ft. On the southern end is the alleyway that intersects with 8th and 9th Street and is between Eric and St. Clair Avenue. Portion of said alleyway from the 8th Street entrance to approximately 130 ft. west for use of the event.

***Grant contingent upon obtaining the proper permissions and approval of a map.**

3056 House Divided

840 Wilson Avenue – One day event to be held on 9/10/23 to include current premise and parking lots to the North, South, East and West of building.

CLASS “B” BEER LICENSE (June 30, 2024) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3620	La Tamaulipeca LLC (La Tamaulipeca LLC)	1201 Union Avenue

“CLASS C” LICENSE (June 30, 2024) (NEW)

3620	La Tamaulipeca LLC (La Tamaulipeca LLC)	1201 Union Avenue
------	--	-------------------

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 36-23-24**

BY CITY CLERK.

AUGUST 21, 2023.

Submitting various license applications.

CHANGE OF AGENT

Mark Anthony Peterson, Sr. is replacing David J. Metz as agent effective immediately for Marc Cinemas located at 3226 Kohler Memorial Drive.

CHANGE OF AGENT

Andrew J. Grainger is replacing Mark L. Turner Jr. as agent effective immediately for Pick 'n Save #432 located at 1317 N. 25th Street.

CHANGE OF PREMISE

No. Name

Address

2742 8th Street Ale House

1132 N. 8th Street – Two-day event to be held on 9/15/2023 – 9/16/2023 to include current premises, and the Holman building and part of the alleyway south of said parking lot. The entire 8th Street Ale Haus parking lot up to and including a portion of the alleyway west of the Ale Haus that abuts the parking lot. The parking lot is on 8th Street and starts at the southern edge of the building located at 1122 N. 8th (the Gaming Generations business). This is a space of approximately 110ft by 45 ft. On the southern end is the alleyway that intersects with 8th and 9th Street and is between Erie and St. Clair Avenue. Portion of said alleyway from the 8th Street entrance to approximately 130 ft. west for use of the event.

3056 House Divided

840 Wilson Avenue – One day event to be held on 9/10/23 to include current premise and parking lots to the North, South, East and West of building.

CLASS "B" BEER LICENSE (June 30, 2024) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3620	La Tamaulipeca LLC (La Tamaulipeca LLC)	1201 Union Avenue

"CLASS C" LICENSE (June 30, 2024) (NEW)

3620	La Tamaulipeca LLC (La Tamaulipeca LLC)	1201 Union Avenue
------	--	-------------------

**CITY OF SHEBOYGAN
R. O. 37-23-24**

BY CITY CLERK.

SEPTEMBER 5, 2023.

Submitting an itemized claim/statement from Bee Vue.

8-10-23

Claim #6-23

Item 13.

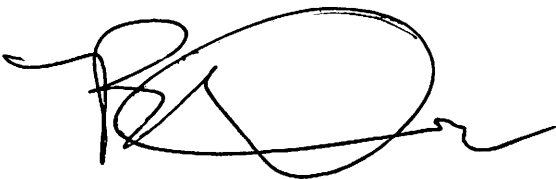
City Clerk
828 Center Ave
Suite 103
Sheboygan, WI 53081

RE: ITEMIZED CLAIM/STATEMENT
§ 893.80(b)(3)

Dear Clerk:

Pursuant § 893.80(b) of W.I. Statutes, this letter is an itemized statement in relief sought against Officer Michael D. Moore of the Sheboygan Police Dept. In the event that this can not be settled without litigation, I will be suing Michael D. Moore and his official capacity of the Sheboygan Police Dept. for Malicious Prosecution and False Arrest. I will be seeking monetary compensation damages of \$50,000.00 U.S dollars.

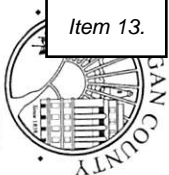
Very truly yours,



Bec Yue — 2923 South 31st Street/Sheboygan, WI 53081

Item 13.

WISCONSIN



MR. BEE YUE

SHEBOYGAN COUNTY

Detention Center

2923 South 31st Street

Sheboygan, WI 53081-4612

PRESORTED
FIRST CLASS



US POSTAGE

39

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02 4W
0000388496 AUG 17 2023

CITY CLERK

828 Center Ave.

Suite 103

Sheboygan, WI 53081

53081-4442 CC06



**CITY OF SHEBOYGAN
R. O. 38-23-24**

BY CITY CLERK.

SEPTEMBER 5, 2023.

Submitting various license applications.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3444	Northstar Bar	3004 N. 8 th Street – One day event to be held on 9/24/2023 to include current premise, and front (South) deck area.

“CLASS B” LIQUOR LICENSE (June 30, 2024) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3621	Sack Realty LLC (Pour Decisions)	1501 Union Avenue

**CITY OF SHEBOYGAN
RESOLUTION 54-23-24**

BY ALDERPERSONS SALAZAR AND FELDE.

SEPTEMBER 5, 2023.

A RESOLUTION authorizing 8th Street Ale Haus, LLC, to use certain city property and right-of-way for an event on September 15 and 16, 2023 and permitting the possession of open alcohol containers on said property.

WHEREAS, 8th Street Ale Haus, LLC, holds an annual Oktoberfest event that includes their regular premises (including their sidewalk café area), the Holman building next door, the parking lot to the south of the Gaming Generations Building (all owned by 8th Street Ale Haus, LLC), the parking lot immediately behind the Gaming Generations Building (owned by Windway Investments, LLC,) as well as the city alley immediately to the south of the parking lot, and that portion of the sidewalk not already included in their sidewalk café area between the south end of said alley and intersection with St. Clair Avenue; and

WHEREAS, 8th Street Ale Haus, LLC, has applied for a temporary change of premises to include the entire area described above for the Oktoberfest event on September 15 and 16, 2023; and

WHEREAS, recent changes in city ordinance have removed the requirement for a street festival permit for such use, but do not expressly allow for the possession of open alcohol containers on public property and rights-of-way when used for events formerly covered by street festival permits, but do allow such possession in city-designated temporary public gathering spaces, as defined in § 14-148 of the Sheboygan Municipal Code, so long such spaces are designated by council via resolution pursuant to § 38-59(b)(4), Sheboygan Municipal Code.

NOW, THEREFORE, BE IT RESOLVED: That pursuant to § 14-148, Sheboygan Municipal Code, the following locations are hereby declared to be a temporary public gathering space on September 15 and 16, 2023:

- The sidewalk on the west side of the 1100 Block of N. 8th Street beginning at the intersection with St. Clair Avenue and extending southward to the south end of the east-west city alley between N. 8th Street and N. 9th Street, and

- That portion of the east-west city alley between N. 8th Street and N. 9th Street in the 1100 block that is immediately adjacent to the parking lot owned by 8th Street Ale Haus, LLC (said parking lot being Parcel No. 59281104210.)

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 55-23-24**

BY ALDERPERSONS DEKKER AND RUST.

SEPTEMBER 5, 2023.

A RESOLUTION authorizing the appropriate City officials to issue a purchase order for two APG Turbo Blowers for the Wastewater Treatment Plant.

WHEREAS, the City's wastewater treatment plant ("WWTP") serves over 68,000 residents in seven local communities; and

WHEREAS, the WWTP relies on aeration blowing equipment to provide essential oxygen for the bacteria utilized during the treatment process; and

WHEREAS, one of the WWTP's aeration blowers was rendered inoperable during a fire in April, 2023; and

WHEREAS, one of the WWTP's aeration blowers has suffered intermittent operational issues since installation in late 2022, which has rendered the blower increasingly unreliable; and

WHEREAS, the WWTP is required by the Wisconsin Department of Natural Resources to maintain two aeration blowers with a third on standby and, due to the above-noted issues with two of the WWTP's aeration blowers, the City is down to one fully functional aeration blower and one partially functional aeration blower; and

WHEREAS, equipment purchases are not considered to constitute "public construction" as that phrase is understood under Wisconsin law, but the installation of the aeration blowers may constitute "public construction;" and

WHEREAS, the Director of Public Works has determined that the condition posed by this aeration blower deficiency constitutes an emergency endangering public health and welfare and that the failure to immediately repair this condition could lead to additional damage and loss; and

WHEREAS, due to the urgency of the situation, staff believes that suspending the rules to allow for immediate adoption is appropriate.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is authorized to issue a Purchase Order to APG Neuros, Inc. for the purchase of two Turbo Blowers, Model NX350 and to contract with a qualified contractor for installation of same for a total amount not to exceed \$600,000.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds not to exceed \$600,000 for the purchase of two Turbo Blowers, Model NX350 and to contract with a qualified contractor for installation of same via the following budget amendment:

INCREASE:

Wastewater System Fund – Wastewater – Equipment Replacement (Account No. 630361-659200)	\$600,000
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INCREASE:

Wastewater System Fund – Wastewater – Fund Equity Applied (Account No. 630-493000)	\$600,000
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PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 50-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

SEPTEMBER 5, 2023.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan and Sheboygan County for the Development of a Crisis Co-Response Pilot Program Utilizing American Rescue Plan Act State and Local Fiscal Recovery Funds.

WHEREAS, Res. No. 77-22-23 adopted on October 17, 2022 authorized the creation of a Crisis Co-Response Pilot Program in conjunction with Sheboygan County and authorized the City to fund the Crisis Co-Response Pilot Program with ARPA funds it has at its disposal.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan and Sheboygan County for the Development of a Crisis Co-Response Pilot Program Utilizing American Rescue Plan Act State and Local Fiscal Recovery Funds, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**AGREEMENT BETWEEN THE CITY OF SHEBOYGAN AND SHEBOYGAN COUNTY FOR
THE DEVELOPMENT OF A CRISIS CO-RESPONSE PILOT PROGRAM UTILIZING
AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS**

The parties to this Agreement are the City of Sheboygan, Wisconsin (“City”), a municipal corporation in and of the State of Wisconsin with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; and Sheboygan County, Wisconsin (“County”), a county corporation in and of the State of Wisconsin, with principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

WITNESSETH:

WHEREAS, On March 11, 2021, H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”), was signed into law. ARPA established the coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program to provide financial support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19;

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule (“IFR”) to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”) describing eligible and ineligible uses of funds (as well as other program provisions). This IFR was adopted as the Final Rule effective April 1, 2022.

WHEREAS, one of the enumerated eligible uses of SLFRF is to address the behavioral health challenges of the general public caused or exacerbated by the public health emergency.

WHEREAS, mental health, substance abuse, crisis response, and barriers to accessing care continue to be of significant concern within the City of Sheboygan.

WHEREAS, the numbers of youth and adults reporting symptoms of anxiety or depressive disorder, suicidal ideation and rates, substance use, and drug overdose deaths have all been on the rise since the start of the pandemic; and

WHEREAS, communities of color, adults with job loss or lower incomes, essential workers, and women with children seem to be especially affected by these concerns; and

WHEREAS, twenty-three individuals representing sixteen behavioral health- related organizations in Sheboygan County analyzed the major gaps identified by recent community assessments and recommended four services for ARPA funding to improve the behavioral health of our community; and

WHEREAS, the highest priority ranking among those four services was given to a Crisis Co-Response Pilot program involving the Sheboygan Police Department to be used to enhance trauma informed and behavioral health expertise of emergency services by embedding County Crisis staff within Dispatch and City of Sheboygan Police vehicles; and

WHEREAS, said program would involve expansion by the Sheboygan County Health and Human Services Department to the mobile crisis contract to add up to 16 hours per day coverage of co-response in the community as well as up to 16 hours per day coverage of phone response within the dispatch center; and

WHEREAS the County has committed to utilizing up to \$539,494 of its ARPA funding allocation to develop a Crisis Co-Response Pilot Program.

WHEREAS the City has committed to matching the County’s funding for a Crisis Co-Response Pilot Program by conveying to the County, as an ARPA grant subrecipient, a total of up to \$539,494. Subject to the appropriation of funds, the City has committed to granting County up to \$144,640 in 2023, \$192,402 in 2024, and \$202,452 in 2025.

NOW, THEREFORE, in consideration of the foregoing recitals, the parties hereto agree as follows:

1. Effective Date and Term. The effective date of this Agreement shall be August 28, 2023 and the term of this Agreement shall continue in full force and effect until final reporting made to the United States Treasury, which shall be not later than March 31, 2026. The parties agree on behalf of themselves and their successors in interest and assigns, notwithstanding any contrary provision of law or equity, that this Agreement shall continue in full force and effect throughout its term.

2. Award Information.

Awarding Agency: City of Sheboygan
 Subrecipient Name: Sheboygan County
 Point of Contact: Matthew Strittmater
 Address: 1011 N 8th Street, Sheboygan, WI 53081
 Telephone: (920) 459-3213
 Email: matthew.strittmater@sheboygancounty.com

Federal Awarding Agency: US Department of Treasury
 CFDA #: 21.027 – Coronavirus State and Local Fiscal Recovery (CSLFRF)
 Treasury Final Rule Eligibility Activity: 1: Public Health Mental Health Service *^ EC-1.12;
 Previous EC-1.1
 Period of Performance: August 1, 2023 to December 31, 2025
 Amount of Award and Budget Not To Exceed: \$539,494

3. Project Description.

County, through its Health and Human Services Department (“HHSD”) will expand its mobile crisis contract to include the addition of two crisis workers who provide up to an additional 16 hours per day coverage of co-response in the community as well as up to 16 hours per day coverage of phone response within the dispatch center. HHSD expects the coverage times to be 8:00AM to 10:00PM which allows for some shift change overlap which is necessary in crisis work. This can also provide time for completion of paperwork and follow up responsibilities. Close proximity and exchange with police officers is necessary in order to develop trust between the two workers, and to facilitate open discussion on how their activities can help meet program goals. With this in mind, the crisis workers will partner directly with a law enforcement officer and they respond to calls as one unit. Understanding that this model may bring crisis workers to some calls that have no mental health element, and result in a police officer responding to a call that is solely a mobile crisis event, the community will benefit from the combined response, which will serve the purpose of relationship building, information sharing, and assist the leadership of the County and the City in keeping consistent goals. HHSD is also adding a crisis worker to be embedded within the Sheboygan County dispatch center. The purpose of this position is to monitor incoming calls to try and identify those calls that may be handled as a mobile crisis service call rather than an emergency service call. The program goals include reducing the amount of time law enforcement spends on mental health type calls, reducing emergency room visits for mental health needs and reducing Chapter 51 Emergency Detentions.

4. City Responsibilities. The City shall provide County with a total of \$539,494 by wire transfer with \$144,640 wired within thirty days of this Agreement’s execution; \$192,402 by January 31, 2024; and \$202,452 by January 31, 2025. The City shall include this obligation and expense in its regular reporting to the United States Treasury in accordance with the Treasury’s June 17, 2022 Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds.

5. County Responsibilities. The County shall only use the transferred funds in support of the Project and in compliance with 2 CFR Part 200, Subpart E Allowable Costs/Principles. County shall provide all data, information, and documentation as required by the City in order to facilitate accurate and complete reporting to the Treasury. This information may include: salaries, fringe and other benefits, training, travel, rent, phone, postage, supplies, technology/equipment, marketing, and indirect costs, as applicable to Subrecipient. All expenses must be itemized, and all Grant Funds must be accounted for. The County shall maintain records adequate to properly report on the project in accordance with SLFRF reporting guidance.
6. Schedule. County shall expend the funds no later than December 1, 2025. Any funds not expended by that time shall be returned to City by December 31, 2025.
7. Notices: Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by U.S. mail or (c) by electronic mail, and such notices shall be addressed as follows:

City of Sheboygan Attn: Kaitlyn Krueger 828 Center Ave. Sheboygan, WI 53081 Kaitlyn.Krueger@sheboyganwi.gov	Sheboygan County Attn: Matthew Strittmater 1011 N 8 th Street Sheboygan, WI 53081 matthew.strittmater@sheboygancounty.com
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8. Uniform Administrative Requirements for ARPA Grants.
 - a. Financial Management and Accounting 2 C.F.R. §200.302. The parties acknowledge that they are bound to expend and account for ARPA grant funding in accordance with federal and state laws and that their respective financial management systems must be sufficient to permit the preparation of reports required by the U.S. Treasury.
 - b. Internal Controls 2 C.F.R. §200.303. The parties acknowledge that they are bound to:
 - i. Establish and maintain effective internal controls in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission;
 - ii. Comply with all applicable federal laws, regulations, and the terms and conditions of federal awards;
 - iii. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;
 - iv. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
 - c. Program Income 2 C.F.R. §200.307. The parties acknowledge that they are encouraged to earn income to defray program costs where appropriate. In the event that program income is generated, the parties shall comply with 2 C.F.R. §200.307.

- d. Reporting. The parties acknowledge and agree to comply with all applicable reporting requirements as approved and documented under OMB PRA number OMB 1505-0271.
- e. Civil Rights Compliance. The parties agree to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
- f. Americans with Disabilities Act. The parties agree to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- g. If either party expends \$750,000 or more in Federal awards during the fiscal year, such party agrees to
 - i. Comply with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for Subrecipients that expend \$750,000 or more in Federal awards during the Subrecipient's fiscal year;
 - ii. Have an annual audit prepared by an independent auditor in accordance with the terms and requirements pursuant to 2 CFR Part 200, subpart F.
- h. The parties certify that neither party nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 §67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
- i. Conflict of Interest. The parties agree to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this award.
- j. Drug-Free Workplace. The parties shall provide a work environment in which the use of alcohol and illegal drugs will not be allowed.
- k. Anti-Lobbying. An organization receiving award funds through the City shall not use these funds for any activity related to the following:
 - i. Any attempt to influence the outcome of any federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or a similar activity.

- ii. Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure.
- iii. Any attempt to influence:
 - 1. The introduction or formulation of federal, state, or local legislation; or
 - 2. The enactment or modification of any pending federal, state, or local legislation, through communication with any member or employee of Congress, the Wisconsin Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
- iv. Any attempt to influence the introduction, formulation, modification or enactment of a federal, state, or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Wisconsin or a local governmental entity through communication with any officer or employee of the United States Government, the State of Wisconsin or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
- v. Any attempt to influence:
 - 1. The introduction or formulation of federal, state, or local legislation;
 - 2. The enactment or modification of any pending federal, state, or local legislation; or
 - 3. The introduction, formulation, modification or enactment of a federal, state, or local rules, regulation, executive order, or any other program, policy, or position of the United States Government, the State of Wisconsin or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

- l. Incorporation of Required Clauses and Conditions. To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the parties, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

9. Supporting Documentation.

- a. Documentation of Expenses. Subrecipient must maintain source documentation of direct costs, such as invoices, receipts, cancelled checks, documentation of personnel expenses, and indirect cost rate agreements to support all expenditures of ARPA Grant funds. In addition, Subrecipient must maintain a list of all clients served, if applicable. Subrecipient must be able to demonstrate and document the actual cost of service provision. The amount billed to the

Grant cannot exceed the actual cost of providing the service. All information required to document expenses charged to the Grant must be made available to the City upon request and maintained for a period of at least three (3) years after the expiration of the Period of Performance or date of last payment, whichever occurs first.

- b. Documentation of Personnel Expenses. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed and meet the standards required in Code of Federal Regulations 2 C.F.R. Part 200.430(i). The records must support the distribution of employee's salaries and wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to this Grant award. Records must reasonably reflect the total activity for which employees are compensated. Adequate documentation includes timesheets/time cards, payroll activity reports, and payroll rosters.
10. Reporting Requirements. Subrecipient must submit Financial Reports and Programmatic Reports quarterly by the 10th day of the following calendar quarter month end as detailed in the schedule below: The first report is due the first quarter following execution of this agreement unless otherwise indicated by the City.

Performance Period	Report Due Date
January 1 – March 31	April 10
April 1 – June 30	July 10
July 1 – September 30	October 10
October 1 – December 31	January 10
Final Report	60 days after all funds are exhausted but no later than March 31, 2025

- a. Financial Reports. Subrecipient must submit a Financial Report noting the following:
- Subrecipient's name and address.
 - Start and end dates of the report period.
 - Hourly rate. Identify each employee or consultant whose time/activity is being billed to the Grant, the individual's title, and the hourly billing rate used to calculate reimbursement from the City for that individual's time/activity. Explain the method used for calculating hourly rates, e.g. whether benefits are included in the rate.
 - Staff hours. Indicate for each employee the total number of hours being billed to the Grant cumulatively and for the quarter. For each individual whose work time will be reimbursed from the Grant, multiply the relevant hours by the relevant hourly rate (see item iii) and indicate the cumulative total and total for the quarter.
 - Budget vs. Actual Costs. Submit a detailed budget vs. actual report by budgetary line item for each quarter and cumulatively for the Grant period to date. At a minimum, the accounting must include the following as applicable: salaries, fringe and other benefits, training, travel, rent, phone, postage, supplies, technology/equipment,

marketing, and indirect costs. The accounting must itemize the expenditure of each dollar being billed to the Grant. Any deviation between the budgeted and actual costs must be explained in detail and approved by the City.

- vi. Supporting Documentation. Supporting documentation discussed in Section 9 of this agreement must be submitted quarterly with the financial report and reconcile to the expended amount for the quarter being reported.

- vii. Required Certification. In accordance with Code of Federal Regulations 2 C.F.R. § 200.415(a), the quarterly report must include a certification, signed by an individual who is authorized to execute the certification on behalf of the Subrecipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 – 3730 and 3801 – 3812).”

- b. Programmatic Reports. The Subrecipient will submit a programmatic report that complies with requirements from the Treasury Final Rule for the eligible activity. The City and Subrecipient will seek to agree on the content and format for the report, but if unable to agree, Subrecipient will agree to the content and format for the report as determined by the City.

- c. Final Report. A final report for the entire period of performance is due 60 days after the Subrecipient has completed all Grant activities that will be funded under the Grant, but not later than March 31, 2026. The Subrecipient must also submit with the final report a certification, signed by an individual who is authorized to execute the certification on behalf of the Subrecipient, which states that all applicable closeout activities required in Code of Federal Regulations 2 CFR § 200.343 have been completed.

- i. Programmatic Report. The final report must cover all activity conducted under the Grant. The report must be not more than five (5) single-spaced letter-sized pages using a font size of no smaller than 12 or larger than 14. In the narrative report, Subrecipient must briefly summarize the outcomes of the activities that Subrecipient proposed in the Project Description. Additionally, Subrecipient should also include in this narrative report items such as problems encountered by the Subrecipient, items for which the Subrecipient needs additional guidance, and developments having a significant impact on the award supported activities, such as delays or adverse conditions which materially impair the ability to meet the objectives of the awards. The final report shall also describe any action taken or contemplated, and any assistance needed to resolve the situation.

- ii. Financial Report. The Subrecipient must also submit final Budget vs. Actual report by budgetary line item consistent with the approved project budget. If there are any funds not expended, they must be returned to the City along with the final report.

11. General Conditions.

- a. Party Relationship. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services funded by the ARPA grant. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent entity.
- b. Indemnification. Nothing contained within this agreement is intended to be a waiver or estoppel of the parties or their insurers to rely upon the limitations, defenses, and immunities contained within Wis. Stat. ss. 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.
- c. Amendments. Either party may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the parties from their obligations under this Agreement. The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.
- d. Termination. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by Subrecipient under this Agreement shall, at the option of the City, become the City’s property.
- e. Records and Retention. All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Subrecipient, and made available for review by City, the Auditor of the State of Wisconsin, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the Period of Performance. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the period of performance, such records shall be retained until the conclusion of such action. Subrecipient shall comply with the requirements for record retention and access to records specified in the applicable Code of Federal Regulations 24 C.F.R. §§ 214.315, 2 C.F.R. §§200.333- 200.337, and other applicable record retention requirements.
- f. Dispute Resolution. During performance of this Agreement, disagreements may arise between the Subrecipient and the City on various issues. The Parties shall initially attempt to resolve all claims, disagreements, or controversies arising under, out of, or in connection with this Agreement by conducting good faith negotiations amongst themselves. If the Parties hereto are unable to resolve the matter following good faith negotiations, the Parties reserve the right to pursue all legal and equitable remedies afforded to them by law.

IN WITNESS WHEREOF, City and Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

CITY OF SHEBOYGAN

By: _____

Ryan Sorenson, Mayor

By: _____

Meredith DeBruin, City Clerk

Approved as to Form

By: _____

Charles Adams, City Attorney

Approved

By: _____

Evan Grossen, Deputy Finance Director/Comptroller

SHEBOYGAN COUNTY

By: _____

Matthew Strittmater, Health and Human Services
Director

**CITY OF SHEBOYGAN
RESOLUTION 51-23-24**

BY ALDERPERSONS DEKKER AND RUST.

SEPTEMBER 5, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with JT Engineering, Inc. for design services related to the STH 23 and Taylor Drive intersection.

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to this project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to execute the attached agreement with JT Engineering, Inc.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$57,470.00, from Account No. 400300-641200 (Capital Projects-Public Works-Street Improvements) pursuant to the terms of the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CONTRACT AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND
JT ENGINEERING INC.**

**PROJECT ID 3700-30-43
C SHEBOYGAN, KOHLER MEMORIAL DRIVE
STH 23/TAYLOR DR INTERSECTION SIGNAL REHAB
SHEBOYGAN COUNTY**

This Contract Agreement is made and entered into this _____ day of _____, 2023 by and between **City of Sheboygan**, hereinafter referred to as the OWNER, and JT Engineering, Inc. 1077 Centennial Centre Blvd., Hobart, WI 54155-8820, hereinafter referred to as the CONSULTANT.

The CONSULTANT acknowledges by endorsement of this Contract Agreement that: (a) the CONSULTANT has the expertise and has a thorough knowledge of the professional services required to complete the proposed work and is qualified to render such professional services, (b) CONSULTANT shall comply with all applicable laws, regulations, and orders in the performance of the work, and (c) the work shall be performed in a manner consistent with that level of care, quality and skill ordinarily exercised by others performing similar work under similar circumstances.

The parties agree as follows:

CONSULTANT shall furnish design Services to the OWNER for the Project as described below.

CONSULTANT shall furnish the Basic Services as outlined in the attached scope of services if contract, which shall be completed by December 31, 2023.

For all Basic Services, the OWNER agrees to compensate CONSULTANT as follows:

A Lump Sum Amount of \$59,470.00

Section I – BASIC SERVICES

1.1 Basic Services

The services to be performed under this Contract include [the services identified in the attached scope of services commentary.] CONSULTANT shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The CITY’s designated project manager, David Biebel, shall be the sole judge of the adequacy of CONSULTANT’s work in meeting the Standard of Care; however, the CITY shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.]

Section II – RESPONSIBILITIES

2.1 OWNER’S Responsibilities

- 2.1.1** Assist and cooperate with the CONSULTANT in completing the work in a timely and effective manner.
- 2.1.2** To the extent permitted by law, make available to the CONSULTANT drawings, specifications and data which the CONSULTANT considers pertinent to the CONSULTANT’s responsibilities hereunder, all of which the CONSULTANT may rely upon in performing services hereunder except as may be specifically provided otherwise in writing.
- 2.1.3** Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any development that affects the scope, timing, or performance of services of the CONSULTANT.
- 2.1.4** The CITY’s Project Manager The Director of Public Works shall serve as project manager for purposes of this Agreement and he shall have the authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the CITY.

Section III – TIME SCHEDULE

3.1 Authorization

Unless otherwise directed by the OWNER, the CONSULTANT shall commence the performance of the Basic Services upon execution of this Contract by both parties which shall constitute Authorization to Proceed.

3.2 Expeditious Performance

The CONSULTANT recognizes that the services under this Contract are to be performed as expeditiously as practical after Authorization to Proceed. Every reasonable effort will be made to substantially complete the Basic Services within the period described above.

Section IV – INVOICES AND PAYMENT

4.1 Invoices

Invoices shall be submitted once a month or upon completion of services, whichever occurs earlier, for services provided under Section 1. Invoices shall be sent via first class mail postage prepaid or via email and shall include a progress report documenting the extent of completed services. Invoices shall be sent to:

David Biebel
City of Sheboygan
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081
david.biebel@sheboyganwi.gov

4.2 Payment

4.2.1 The OWNER shall pay the CONSULTANT based on the monthly invoices, with total payment not to exceed the total contract amount.

4.2.2 It is expressly understood and agreed by both parties that the CONSULTANT will be paid by the OWNER within 30 days after receipt of the invoice provided by the CONSULTANT. The OWNER agrees to process the CONSULTANTS invoices promptly.

Section V – CHANGES

5.1 Written Authorization

THE OWNER or CONSULTANT may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Subcontract.

5.2 Equitable Adjustment

If such changes cause an increase or decrease in the CONSULTANTS cost of, or time required for, performance of any services under this Contract, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

Section VI – DISPUTES

6.1 Resolution Procedure

Except as this Contract otherwise provides, in all claims, counter-claims, disputes, and other matters in question (**Dispute**) between the OWNER and CONSULTANT arising out of or relating to this Contract or the breach of it, the OWNER and CONSULTANT will negotiate a resolution of the Dispute at a reasonable time and location set by CONSULTANT. Venue of any unresolved dispute arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

6.1.1 Negotiation Following written notice of a Dispute, two (2) face-to-face meetings (or less if the Dispute is resolved) shall be held.

Section VII – SUSPENSION OF WORK

7.1 Convenience of the OWNER

The OWNER may order CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT'S services for such period of time as the OWNER may determine to be appropriate for the convenience of the OWNER.

7.2 Adjustment in Schedule

If the performance of all or any part of the CONSULTANT'S services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the OWNER, an appropriate extension of time shall be made for any such delay in the performance of this Contract necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

Section VIII – TERMINATION OF CONTRACT

8.1 Written Notice

It is expressly understood and agreed that the OWNER may terminate this Contract at any time by giving the CONSULTANT 10 days written notice either personally at one of the offices of the CONSULTANT or sent by registered mail, return receipt requested, to the principal office of the CONSULTANT. The CONSULTANT may terminate this Contract upon 30 days written notice in the event of nonpayment by the OWNER of CONSULTANT'S invoices rendered for a period of 60 days or in the event the OWNER otherwise substantially fails to fulfill its obligations under this Contract.

8.2 Adjustment for Services Performed

In the event that this Contract is terminated by either the OWNER, or the CONSULTANT, the CONSULTANT shall be compensated for all services performed to the date of termination including reimbursable expenses then due. For those portions of services rendered to which this arrangement cannot be applied, payments shall be based upon reasonable rates for the CONSULTANT'S actual time spent on the work.

Section IX – INSURANCE

9.1 Coverage

Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this Contract at its own expense the insurance with insurance companies licensed in the State where the project is located. CONSULTANT shall not allow any approved subcontractor to commence work on its subcontract until the Subcontractor has obtained all insurance required under this Section. CONSULTANT shall provide proof of insurance to the CITY's designated Project Manager listing the City of Sheboygan as an additional insured. All insurance shall be primary and non-contributory to any insurance or self-insurance carried by the City. The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave.
Sheboygan, Wisconsin 53081

The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better.

Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

9.2 Minimum Coverage

The minimum required coverage is the following:

9.2.1 Worker's Compensation and Employer's Liability in compliance with the statutory requirements of the State of Wisconsin.

9.2.2 Commercial General Liability Insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability on an occurrence basis as set forth below:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Operations Aggregate	\$2,000,000
Personal Injury	\$1,000,000

9.2.3 Professional Liability Insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate with a maximum deductible amount of \$50,000. If such policy is a “claims made” policy, all renewals thereof during the life of this Agreement shall include “prior acts coverage” covering at all times all claims made with respect to Consultant’s work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

9.2.4 Automobile Liability Insurance in an amount of at least \$1,000,000.

9.2.5 Umbrella Liability Insurance in an amount of at least \$5,000,000 per occurrence.

Section X – GENERAL PROVISIONS

10.1 Independent

CONSULTANT represents that it is an independent contractor and is not an employee of the OWNER.

10.2 Indemnification

Nothing contained within this agreement is intended to be a waiver or estoppel of the CITY or its insurers to rely upon the limitations, defenses, and immunities contained within Wis. Stat. ss. 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

CONSULTANT hereby agrees to indemnify, pay for defense, and hold OWNER harmless from and against any and all losses, damages, settlement, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of or related to any negligent acts, errors, and/or omissions of the CONSULTANT, its employees, agents and third parties who perform any of the services of CONSULTANT hereunder, and anyone else for whose acts the CONSULTANT is responsible under this contract.

10.3 Interpretation

Interpretation and enforcement of this Contract shall be in accordance with the laws of the State of Wisconsin.

10.4 Notices

Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the following:

City Clerk	Brian Chlopek, PE
City of Sheboygan	JT Engineering, Inc.
828 Center Ave.	1077 Centennial Centre Blvd.
Sheboygan, Wisconsin 53083	Hobart, Wisconsin 54155-8820

An address may only be changed by written notice.

10.5 Applicable Law

If applicable to this Contract, CONSULTANT will comply with the requirements of:

- 10.5.1** The Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended.
- 10.5.2** Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
- 10.5.3** All other federal, state and local laws and regulations or orders issued under such laws.

CONSULTANT affirms that it is not presently listed on any debarment list or similar list prohibiting it from contracting with a governmental entity of any kind. In the event that CONSULTANT shall become listed on any debarment list or similar list, the CITY may terminate this Agreement.

CONSULTANT shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

10.6 Entire Agreement

This Contract, including any schedules, attachments and referenced documents, is the entire agreement between the OWNER and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Contract shall be in writing and signed by the OWNER and CONSULTANT.

10.7 Open Records

Both parties understand that OWNER is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. CONSULTANT acknowledges that it is obligated to assist OWNER in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that in such event CONSULTANT must defend and hold the OWNER harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

10.9 Waiver

No failure of either party to enforce a term of this Contract against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Contract shall be considered to be a waiver of any other term or breach thereof.

10.10 Severability

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of the Contract shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this Contract from being void should a provision which is of the essence of this Contract be determined void.

10.11 Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full. **The CONSULTANT will be reimbursed for work performed up to the date of termination as stated in the TERMINATION OF CONTRACT section of this Agreement.**

10.12 Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

10.13 Execution Authority This Contract is a valid and authorized undertaking of the OWNER and CONSULTANT. The representatives of the OWNER and CONSULTANT who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year shown on the cover page.

JT Engineering, Inc.
1077 Centennial Centre Blvd.
Hobart, WI 54155-8820

City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

By: _____
Brian Chlopek, PE
Vice President

By: _____
Ryan Sorenson, Mayor

Date: _____

Date: _____

Attest: _____
Meredith DeBruin, City Clerk

Date: _____

Countersigned by: _____
Evan Gossen, Comptroller

Date: _____

Approved as to Form: _____
Charles Adams, City Attorney

Date: _____

**CITY OF SHEBOYGAN
RESOLUTION 52-23-24**

BY ALDERPERSONS DEKKER AND RUST.

SEPTEMBER 5, 2023.

A RESOLUTION authorizing the appropriate City officials to execute a lease agreement with Lakeshore Regional Child Advocacy Center for long-term use of a portion of the Uptown Social Senior Community Center building located at 1817 N. 8th Street, Sheboygan, as a branch location.

WHEREAS, the City owns the land and building at 1817 N. 8th Street from which the Uptown Social Senior Center is based; and

WHEREAS, approximately 5,430 square feet of the building remains vacant; and

WHEREAS, Lakeshore Regional Child Advocacy Center, Inc. ("LRCAC") is a Wisconsin non-stock corporation based in Saukville, Wisconsin, whose mission is to provide collaborative services to support children and families who have been victimized by criminal acts through services such as forensic interviewing, medical examinations, mental health services, emotional support and referrals to other services; and

WHEREAS, LRCAC currently operates a small, branch location within the Sheboygan Police Department building, which is not sufficient to meet local community needs; and

WHEREAS, the vacant space within 1817 N 8th Street would adequately meet the current and forecasted needs of LRCAC; and

WHEREAS, the City acquired 1817 N 8th Street with the financial assistance of a U.S. Housing and Urban Development Section 108 Loan Guarantee Program Community Development Block Grant for the purpose of developing a senior community center and maintaining space to rent to additional public service providers for the City's benefit; and

WHEREAS, LRCAC's operations qualify as a public service under the terms of the Section 108 Loan Guarantee Program.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute the attached Commercial Lease Agreement with Lakeshore Regional Child Advocacy Center.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**COMMERCIAL LEASE AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND
LAKESHORE REGIONAL CHILD ADVOCACY CENTER**

ARTICLE I. PARTIES.

This Commercial Lease Agreement ("Agreement") is made this ____ day of _____, 2023, by and between:

Landlord: City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

Tenant: Lakeshore Child Advocacy Center
134 S. Foster Dr.
Saukville, WI 53080

Collectively, the Landlord and Tenant shall be referred to herein as the "Parties".

The Parties agree as follows:

ARTICLE II. DESCRIPTION OF LEASED PREMISES.

The Landlord agrees to lease to the Tenant the following described 5,430 square feet (SF) of office/clinic space located at 1817 N. 8th St., Sheboygan, Wisconsin 53081. Such property is depicted in the attached and incorporated "Exhibit A" and which shall be hereinafter known as the "Premises". The parties acknowledge that final layout of the leased space may change prior to or during construction from that depicted in Exhibit A but that the total square footage and overall area of leased premises is final.

ARTICLE III. USE OF LEASED PREMISES.

The Landlord is leasing the Premises to the Tenant and the Tenant is hereby agreeing to lease the Premises for use as a branch location wherein victim services activities including, but not limited to, counseling, physical evaluations, interviewing, and advocacy will take place. Any change in use or purpose of the Premises other than as described above shall not occur without Landlord's prior written consent.

Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

ARTICLE IV. LEASE TERM AND RENEWAL.

The term of this Lease shall be for a period of ten years commencing on the date of execution, and expiring on December 31, 2033. This Lease shall automatically renew for one-year periods thereafter, unless an

intent to nonrenew is provided in writing, by either party with notice not less than sixty days prior to the expiration of the Lease or renewal period.

ARTICLE V. RENT.

The monthly rent payment shall be **one dollar** payable by the 1st of each month or by single payment made by January 31st of each year. If terminated prior to expiration of the Lease or renewal period, rent paid shall be forfeited for that period. Tenant shall not be entitled to pro rata refund.

ARTICLE VI. EXPENSES.

In addition to the rent payment, Tenant shall be responsible for costs associated with leasehold improvements and maintenance as well as costs associated with any telecommunications network desired by Tenant such as telephone or internet service. The City shall be responsible for water, sewer, and electrical utility payments and shall be responsible for maintaining such utility service to the building including HVAC.

ARTICLE VII. LEASEHOLD IMPROVEMENTS.

Exterior: Tenant acknowledges that no improvements shall be made the building's exterior or to the grounds without Landlord's prior, written approval. The Parties agree that Tenant may erect exterior signage in conformance with the Sheboygan Municipal Code. Maintenance in good condition and repair of such signage shall be Tenant's responsibility. Within thirty days of Agreement termination, Tenant shall cause its signage to be removed and shall repair all damages caused or resulting from such removal.

Interior: The Parties understand that the Leased Premises are provided to Tenant in an unfinished condition. Tenant will be solely responsible for all interior improvements necessary or desired for Tenant's anticipated use of the Leased Premises. Tenant agrees to secure all necessary permits at Tenant's expense, to comply with all applicable building codes and regulations, and to not occupy the Leased Premises until a Certificate of Occupancy has been issued. Tenant shall also be responsible for maintenance to the Leased Premises but if any maintenance activities would impact the building's structure, utilities, or quiet enjoyment of other building users, Tenant shall provide the Director of Public Works at least 24 hours' notice. In the case of emergency maintenance, Tenant shall provide notice to the Director of Public Works as soon as practicable. The parties understand that Tenant's utilities will connect to the building's existing utilities infrastructure. As such, utility system design shall be pre-approved by the Director of Public Works before installation or modification.

ARTICLE VIII. LICENSES AND PERMITS.

A copy of any and all local, state, or federal permits acquired by Tenant and which are required for the use of the Leased Premises shall be kept on site at all times and shall be readily accessible and produced to the Landlord and/or their agents or to any local, state, or federal officials upon demand.

ARTICLE IX. TENANT OBLIGATIONS.

Tenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Tenant shall also be responsible for all minor repairs and maintenance of the Leased Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises.

In the event the Leased Premises or any other property located at 1817 N. 8th Street, Sheboygan, Wisconsin, including but not limited to, fixtures, structures, personal property, and landscaping, is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, Tenant shall promptly notify the Sheboygan Director of Public Works or their designee. Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, to the Landlord and party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

ARTICLE X. INSURANCE AND INDEMNIFICATION.

Tenant understands that their personal property is not insured by the City for either damage or loss, and the City does not assume any liability for such loss. Tenant agrees to hold harmless the City of Sheboygan, its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to person that may be occasioned by any activity carried on under the terms of the Agreement.

Tenant shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the State of Wisconsin. Such insurance shall provide coverage of not less than \$1,000,000.00 dollars per occurrence, \$3,000,000.00 in the aggregate. During the Term of this Lease, Tenant shall furnish the Landlord with a certificate(s) of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord as additional insured. Tenant shall provide Landlord at least thirty (30) days written notice prior to insurance cancellation and acknowledges that not having sufficient insurance shall be deemed a material breach of this Agreement.

ARTICLE XI. SUBLET/ ASSIGNMENT.

Tenant may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

ARTICLE XII. RIGHT OF ENTRY.

It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Landlord under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. Landlord acknowledges that such right to enter and inspect shall not infringe upon the privacy rights and expectations of Tenant's clients.

ARTICLE XIII. BREACH

ARTICLE XIV. MISCELLANEOUS PROVISIONS.

(A). Waiver. Waiver by either party under this Agreement shall not constitute a waiver of a such party's other rights under this Agreement.

(B). Locks. Locks may not be added or changed without prior written agreement of the Parties.

(C). Execution in Counterparts. This Agreement may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.

(D). Entire Agreement. This Lease Agreement, along with Exhibits, constitutes the entire agreement between Parties.

(E). Severability. If there is a conflict between any provisions of this Agreement and the provisions of law, such provisions of the Agreement will be amended or deleted as necessary in order to comply with the law. Any provisions required by law to be incorporated into this Agreement shall be so incorporated. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Such other provisions shall remain in full force and effect.

(F). Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin. The venue for dispute resolution shall be the Sheboygan County Circuit Court.

(G). Amendment. No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

(H). Binding Effect. This Lease and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors and administrators.

(I). Notices. Payments and notices shall be addressed to the following:

Landlord: City of Sheboygan
Attn: City Clerk
828 Center Ave.
Sheboygan, WI 53081

Tenant: Lakeshore CAC
Attn: Amanda Didier
134 S. Foster Dr.
Saukville, WI 53080

CITY OF SHEBOYGAN

TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.
2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. **Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.
10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a “prime construction contract,” in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**
12. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145).** If this is a “prime construction contract” in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.
15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor’s performance, and shall give Contractor thirty (30)

days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. Domestic Preferences for Procurements. Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. Prohibitions on Discrimination. Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

19.6. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity

20. **Financial and Program Management** As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3 Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management (“SAM”)) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)
22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person’s personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.
23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.
25. **Hatch Act.** No personnel employed under this Agreement, shall be in any way or to any extent, engaged in the conduct of political activities in violation of 5 U.S.C. Ch. 15.

This form is required only for subrecipient funding of more than \$100,000

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing above)

IN WITNESS WHEREOF, the parties, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

CITY OF SHEBOYGAN

By: _____
Ryan Sorenson, Mayor

Date: _____

By: _____
Meredith DeBruin, City Clerk
Approved as to Form:

Date: _____

By: _____
Charles Adams, City Attorney

Date: _____

Approved:

By: _____
Evan Grossen, Deputy Finance Director/Comptroller

Date: _____

LAKESHORE REGIONAL CHILD ADVOCACY CENTER

By: _____
Amanda Didier, Executive Director

Date: _____

By: _____

Date: _____





**CITY OF SHEBOYGAN
RESOLUTION 53-23-24**

BY ALDERPERSONS SALAZAR AND FELDE.

SEPTEMBER 5, 2023.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for five police-marked squad sport utility vehicles for the Sheboygan Police Department.

WHEREAS, the City anticipates funding the purchase of five police squad vehicles in the 2024 budget; and

WHEREAS, due to ongoing supply chain issues, vehicle orders continue to be significantly backlogged; and

WHEREAS, the purchase of vehicles or equipment is not subject to Wisconsin's public construction bidding laws; and

WHEREAS, the City's procurement policy allows the City to join with other units of government in cooperative purchasing plans when doing so would serve the best interest of the City; and

WHEREAS, the State of Wisconsin, through contract 505ENT-M21-VEHICLES-00, a copy of which is available at vendornet.wi.gov, allows municipalities to take advantage of cooperative purchasing for the procurement of model year 2023-24 or newer law enforcement vehicles at a reduced price; and

WHEREAS, although the City will not take possession of the vehicles until 2024, staff believes it is in the best interest of the City to pre-order these vehicles in order to take advantage of this pricing opportunity.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald Motors of Oconomowoc as described in the attached quote worksheet.

BE IT FURTHER RESOLVED: That the Finance Director is directed to include the cost of this purchase in the 2024 budget.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$263,072.50, which includes license and title fees and necessary add-on accessories, from Account No. 400200-651100 (2024 Capital Project Fund - Public Safety Vehicles) for this purchase.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

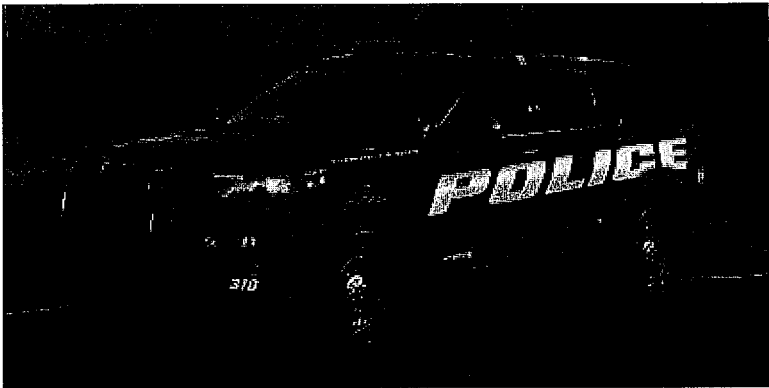
Meredith DeBruin, City Clerk, City of
Sheboygan



City of Sheboygan

Prepared For: Bernard Rammer
(920) 459-3469
Bernard.Rammer@sheboyganwi.gov

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD



3@	\$ 52,268.50	HYBRIDS
2@	\$ 53,133.50	ECOBOOST
		<hr/>
		263,072.50



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$47,165.00
Dest Charge	\$1,595.00
Total Options	\$9,039.50
Subtotal	\$57,799.50
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$5,531.00)
Subtotal Discount	(\$5,531.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$52,268.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$52,268.50

Comments:

2024 Ford Interceptor Utility Htybrid to your specs as detailed, (similar to '23 Ford PIU quote). Registration fees are included. Delivery can not be anticipated due to current market conditions. Factory ordering due to open up in October.

Dealer Signature / Date

Customer Signature / Date

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Bernie;

Add \$865 to the Hybrid quote for the Ecoboost V6.

Scott Kussow - Director of Fleet Sales

Ewald Automotive Group

N48 W36833 E. Wisconsin Ave.

Oconomowoc, WI. 53066

Ph: 262-567-5555 Cell: 414-429-5933 Fax: 262-560-1303 www.ewaldauto.com

-----Original Message-----

From: Rammer, Bernard <Bernard.Rammer@sheboyganwi.gov>

Sent: Friday, June 23, 2023 10:03 AM

To: skussow@ewaldauto.com

Subject: Re: [External] Pricing for 2024

Could you please also quote an Ecoboost for Sheboygan PD?



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Standard Equipment

Mechanical

- Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
- Transmission: 10-Speed Automatic (STD)
- 3.73 Axle Ratio (STD)
- 50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
- Transmission w/Oil Cooler
- Automatic Full-Time All-Wheel
- Engine Oil Cooler
- 80-Amp/Hr 800CCA Maintenance-Free Battery
- Hybrid Electric Motor 220 Amp Alternator
- Class III Towing Equipment -inc: Hitch
- Trailer Wiring Harness
- Police/Fire
- 1670# Maximum Payload
- GVWR: 6,840 lbs (3,103 kgs)
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 19 Gal. Fuel Tank
- Dual Stainless Steel Exhaust
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
- Lithium Ion Traction Battery

Exterior

- Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
- Tires: 255/60R18 AS BSW
- Steel Spare Wheel

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 20.

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior

Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Auto On/Off Projector Beam Led Low/High Beam Headlamps

LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

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Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.

Jun 22, 2023

Pa

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 20.

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modem Selective Service Internet Access

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Driver Information Center

Redundant Digital Speedometer

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Item 20.

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior

- Trip Computer
- Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Passenger Knee Airbag
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera w/Washer

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 100,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Hybrid/Electric Components Years: 8
- Hybrid/Electric Components Miles/km: 100,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Item 20.

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8A	2023 Ford Police Interceptor Utility AWD	\$47,165.00

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION	MSRP
99W	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44B	Transmission: 10-Speed Automatic (STD)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
500A	Order Code 500A	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
—	3.73 Axle Ratio (STD)	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00

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Item 20.

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket	\$0.00
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	\$315.00
43A	Rear Auxiliary Liftgate Lights -inc: Red/blue LED lights, Located beneath liftgate glass in applique panel, LED lights only, Wiring and controller not included	\$395.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
549	Heated Sideview Mirrors	\$60.00
59D	Keyed Alike - 0135x	\$50.00
63B	Side Marker LED Sideview Mirrors -inc: driver side - red/passenger side - blue, Located on exterior mirror housing, LED lights only, Wiring and controller not included	\$290.00
63L	Rear Quarter Glass Side Marker LED Lights -inc: driver side - red/passenger side - blue, LED lights only, Wiring and controller not included	\$575.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$895.00
66B	Tail Lamp Lighting Solution -inc: LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps, LED lights only, Wiring and controller not included	\$430.00
66C	Rear Lighting Solution -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	\$455.00
92R	2nd Row Only Solar Tint Glass -inc: privacy glass on rear quarter and liftgate window	\$85.00

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 20.

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
17A	Rear Auxiliary Air Conditioning	\$610.00
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	\$50.00
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	\$0.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	\$25.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
68B	Police Perimeter Alert -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument cluster w/tracking	\$675.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$75.00
76R	Reverse Sensing System	\$275.00
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	\$45.00
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	Delivery from Hartford Ford to Sheboygan	\$70.00
DI-2	Registration fees (new Official plates)	\$169.50
DI-3	2024 Model Year Price Increase	\$3,000.00
Options Total		\$9,039.50

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$47,165.00
Total Options	\$9,039.50
Vehicle Subtotal	\$56,204.50
Destination Charge	\$1,595.00
Grand Total	\$57,799.50

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Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.

**CITY OF SHEBOYGAN
R. C. 73-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

SEPTEMBER 5, 2023.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 49-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Cancellation Agreement and Mutual Release in order to terminate the Vacant Land Offer to Purchase regarding the purchase of an additional 7.9 acres by Sheboygan Southpoint Development LLC; recommends filing the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 49-23-24
TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

AUGUST 28, 2023.

A RESOLUTION authorizing the appropriate City officials to execute a Cancellation Agreement and Mutual Release in order to terminate the Vacant Land Offer to Purchase regarding the purchase of an additional 7.9 acres by Sheboygan Southpoint Development LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Cancellation Agreement and Mutual Release with Sheboygan Southpoint Development LLC, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

WB-45 Cancellation Agreement and Mutual Release

- 1 The undersigned Parties agree that the Offer to Purchase
 2 insert type of contract, e.g., offer to purchase, lease, option, etc. (Contract) dated March 7, 2023, for the
 3 property located at Parcels 59281471004 & 59281470996,
 4 in the City of Sheboygan, State of Wisconsin, is canceled and the Parties hereby
 5 release all of their right, title, and interest in and to the Contract, and any and all claims arising out of the transaction.
- 6 The Parties hereby release the Firms and their licensees from any and all liability for disbursing trust funds as directed
 7 and hereby authorize and direct the Firm or third party holding the earnest money or other trust funds to disburse the
 8 trust funds held on behalf of the Parties as follows:
- 9 \$ 3,000.00 shall be disbursed to Sheboygan Southpoint Development, LLC
 10 Address (optional): W7510 Brush Run Greenville, WI 54942
 11 \$ _____ shall be disbursed to _____
 12 Address (optional): _____
- 13 This Cancellation Agreement and Mutual Release (CAMR) shall be effective only if all Parties to the Contract have signed
 14 an identical copy of this CAMR (including signatures on separate but identical copies of the CAMR), and if the fully-
 15 executed CAMR has been delivered to the Party initiating the CAMR on or before August 31, 2023
 16 _____. Delivery may be made in any manner authorized in the Contract.
- 17 **NOTE: The Party initiating this CAMR may withdraw the CAMR prior to acceptance and delivery as provided at**
 18 **lines 13-16.**

- 19 (X) _____
 20 Party's Signature ▲ Print Name Here ► City of Sheboygan Date ▲ _____
- 21 (X) _____
 22 Party's Signature ▲ Print Name Here ► Ryan Sorenson, Mayor Date ▲ _____
- 23 (X) _____
 24 Party's Signature ▲ Print Name Here ► Meredith DeBruin, City Clerk Date ▲ _____
- 25 (X) _____
 26 Party's Signature ▲ Print Name Here ► _____ Date ▲ _____
- 27 (X) _____
 28 Party's Signature ▲ Print Name Here ► Sheboygan Southpoint Dev't LLC Date ▲ _____
- 29 (X) Mark Schwei 08/15/2023
 30 Party's Signature ▲ Print Name Here ► Mark Schwei, Managing Member Date ▲ _____

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 19-23-24**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 5, 2023.

AN ORDINANCE creating a two-way stop requiring northbound and southbound traffic on N. 18th Street to stop at Cambridge Avenue.

WHEREAS, while no statistics exist to warrant the addition of stop signs at the intersection of N. 18th Street and Cambridge Avenue in the City of Sheboygan, the City Engineer's opinion is that uncontrolled intersections and yield signs are less desirable than intersections controlled by stop signs.

THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** Pursuant to Section 52-49 of the Sheboygan Municipal Code entitled "Erection Of Official Signs," stop signs shall be added requiring northbound and southbound traffic on N. 18th Street to stop at the intersection of N. 18th Street and Cambridge Avenue.

SECTION 2: **AUTHORIZATION TO INSTALL SIGNAGE** The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

SECTION 3: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
ORDINANCE 20-23-24**

BY ALDERPERSONS SALAZAR AND FELDE.

SEPTEMBER 5, 2023.

AN ORDINANCE amending the City's Nuisance Ordinance.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS
FOLLOWS:

SECTION 1: **AMENDMENT** “Sec 12-260 Abatement Of Nuisance Fences”
of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-260 Abatement Of Nuisance Fences

No fence, screen, enclosure or structure in the nature of a fence shall be erected in the city in such position or place as to be dangerous or detrimental to the health of persons living in any house or premises. Any fence so erected, shall be removed within three days upon the order of the ~~manager~~ director of planning ~~and inspection services or the manager's~~ or the director's designee, issued in writing and served upon the owner, agent or occupant of the premises. Any fence not removed in accordance with such notice shall be removed at public expense, and the cost of such removal shall be assessed against the property on which the fence was located.

(Code 1997, § 26-395; Ord. No. 37-08-09, § 1, 7-21-2008)

SECTION 2: **AMENDMENT** “ARTICLE 36-I NUISANCES IN
GENERAL” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

ARTICLE 36-I NUISANCES IN GENERAL

SECTION 3: **AMENDMENT** “Sec 36-1 Definitions” of the Sheboygan
Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-1 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public nuisance: ~~Each of the following is a nuisance punishable under this section~~ means:

- (a) Any source of filth, cause of sickness, source of rodent problems or conditions causing a safety hazard.
- (b) Any thing, act, occupation, condition, or use of property that continues for such length of time as to:
 - (1) Substantially annoy, injure, or endanger the comfort, health, repose, or safety of the public;
 - (2) In any way render the public insecure in life or in the use of property;
 - (3) Greatly offend the public morals or decency; or
 - (4) Unlawfully and substantially interfere with, obstruct, or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way, or the use of public property.
- (c) Any thing, act, occupation, condition, or use of property that has been defined by state statute as a public nuisance.
- (d) Any thing, act, occupation, condition, or use of property that has been defined by this Code as a nuisance.
- (e) Any violation of this Code that is not corrected within a reasonable time after notice from the city to a responsible party.

(Code 1975, § 25-1; Code 1997, § 66-1; Ord. No. 40-08-09, § 1, 8-18-2008)

SECTION 4: **AMENDMENT** “Sec 36-2 Penalties” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-2 Penalties

A violation of any of the following sections shall subject the violator to the forfeitures as set forth, together with the costs of prosecution, and, in default of payment of such forfeitures and costs, to imprisonment in the county jail until the forfeitures and costs are paid, but not in excess of the terms stated:

- (a) For a violation of any of the sections in article III of this chapter:
 - (1) For a first violation, a forfeiture of not less than \$10.00 nor more than \$50.00 and, in default of payment thereof, imprisonment for not exceeding ten days.

- (2) For a violation committed within 12 months of a previous violation, a forfeiture of not less than \$~~50~~25.00 nor more than \$~~2~~400.00 and, in default of payment thereof, imprisonment for not exceeding 15 days.
- (3) For a violation committed within 12 months of two or more previous violations, a forfeiture of not less than \$~~20~~50.00 nor more than \$~~+~~500.00 and, in default of payment thereof, imprisonment for not exceeding 20 days.
- (b) A forfeiture of not less than \$50.00 nor more than \$500.00 and, in default of payment thereof, imprisonment not exceeding 90 days for a violation of any other section in this chapter.

(Code 1975, § 25-2; Code 1997, § 66-2; Ord. No. 101-05-06, § 15, 3-20-2006)

SECTION 5: **AMENDMENT** “Sec 36-4 Right Of Entry” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-4 Right Of Entry

The city ~~planner~~director of planning or the director's designee may enter into or upon any premises at any time to examine and to ascertain ~~health~~-nuisances upon owner or occupant consent or upon reasonable notice and at a reasonable time. Whenever inspection consent is denied, the director of planning or their designee may seek a warrant to conduct such inspection., ~~and any person refusing to allow such entrance during reasonable hours shall be subject to the penalty provided in section 1-15.~~

(Code 1975, § 25-4; Code 1997, § 66-4)

SECTION 6: **AMENDMENT** “Sec 36-5 Abatement And Removal” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-5 Abatement And Removal

If the city ~~planner~~director of planning or the director's designee deems it necessary to order the abatement or removal of a health nuisance found on any premises or property, the ~~city planner~~director of planning or the director's designee shall serve notice upon the owner or occupant to abate or remove such nuisance within a reasonable time of not less than 24 hours. If the owner or occupant shall fail to comply with the notice, the owner or occupant shall be subject to the penalty provided in section 36-2~~1-15~~.

(Code 1975, § 25-5; Code 1997, § 66-5)

SECTION 7: **AMENDMENT** “Sec 36-6 Abatement By City” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-6 Abatement By City

Upon the failure of the owner or occupant to abate any nuisance within the time allowed in the notice to abate and remove such nuisance, ~~or if the owner is a nonresident of the city or cannot be found,~~ the city ~~planner~~ director of planning or the director's designee shall thereupon cause abatement and removal of such nuisance as allowed by law.

(Code 1975, § 25-6; Code 1997, § 66-6)

SECTION 8: **AMENDMENT** “Sec 36-7 Cost Of Abatement” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-7 Cost Of Abatement

Unless otherwise ordered by the common council, ~~the whole of the~~ all reasonable, direct costs of abatement or removal of a nuisance by the ~~city city planner, plus 50 percent, plus applicable sales tax, with a minimum fee of \$25.00,~~ shall be collected from the owner or occupant or the person causing, permitting or maintaining the nuisance, or such cost may be charged against the premises and, ~~upon certificate of the city planner,~~ assessed against the real estate and collected as are other special taxes.

(Code 1975, § 25-7; Code 1997, § 66-7; Ord. No. 48-01-02, § 1, 11-19-2001)

SECTION 9: **AMENDMENT** “Sec 36-8 Exposure Of Unwholesome Matter” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-8 ~~Exposure Of Unwholesome Matter~~ Public Nuisances Declared

- (a) ~~Upon any private or public property, street, gutter, sidewalk, alley or in any stream or~~

~~lake in or bordering on the city,~~ Street pollution.

- (1) ~~No~~ person shall place, throw or leave any slop, dirty water or other liquid of offensive smell or that is otherwise noxious or unwholesome; any dead carcass, carrion, meat, fish, entrails, manure, or any dead filth; straw or other rubbish; or any ashes, garbage, dirt or refuse of any kind or description upon any street, gutter, sidewalk, alley, or public place within the city.
 - (2) Notwithstanding the provisions of this section, no person shall be cited for violation of this section with regard to manure from horses engaged in transport on the streets of the city so long as the person provides for the removal of all manure as soon as reasonably possible and no less than once per hour and makes provision to ensure that no manure is permitted to enter any storm sewers.
 - (3) Any person or business engaged in the use of horses in transport on the streets of the city found to be in violation of this section, may, in addition to any other penalty provided, be required, as a condition of continued use of the streets by horses, to have a properly fitted collection device securely in place on all horses while such animals are on the street.
- (b) Emission of smoke and other noxious fumes and materials. No person shall cause, permit, or allow the escape from any smokestack, chimney, vent, window, duct, dust or emission collector, open fire or stockpile of materials within the corporate limits into the open air of such quantities of smoke, ash, dust, soot, cinders, acid, or other fumes, dirt or other materials, or foul, disagreeable, or noxious odors or gases in such place or manner as to cause injury, detriment, or nuisance to any person or to the public or to endanger the health or safety of any such person or the public or in such manner as to cause injury or damage to business or property. The emission of smoke of 60 percent or greater density, as determined by the Ringelmann Chart, as published and used by the Federal Bureau of Mines, shall be considered prima facie evidence of such a nuisance except for a period not exceeding six minutes in any one hour during which time the firebox is cleaned out or a new fire is being built therein.
- (c) Improper storage of material. No person shall cause or permit the outside storage of material on any premises in a manner that creates or may create a public health hazard, safety hazard, or blighting condition.
- (d) Property exteriors. No person shall own, occupy, use, or permit use of any property in the city without maintaining the property in a clean and sanitary condition, free from any noxious odor or the accumulation of any rubbish, garbage, debris, stagnant water, insect or rodent harborage, or abandoned vehicles.
- (e) Graffiti. Unless promptly removed, the existence of graffiti, meaning any inscription, work, figure or design marked, scratched, etched, drawn, or painted with spray paint, liquid paint, ink, chalk, dye or similar substance on buildings, fences, structures, and similar places without the prior express permission of the owner or operator of the property, on any property within the city is expressly declared to be a public nuisance affecting public health, safety, and welfare due to its detrimental impact to property values and inconsistency with the city's property maintenance goals and aesthetic standards.

- (1) Graffiti prohibited. No owner of any real property within the city shall allow any graffiti to remain upon any structure located on the owner's property when the graffiti is visible from the street or from other public or private property.
 - (2) Notification of violation. Whenever the police department determines that graffiti on any property within the city is visible from the street or from other public or private property, the department shall issue an order to the owner of the property to abate the graffiti in a timely manner. Such order shall be issued in compliance with the requires of section 12-481 of this Code.
 - (3) Compliance. A property owner shall be deemed to have complied with an order to abate graffiti if it is obliterated by a primary paint and matching building paint or by such other means as shall obliterate the graffiti.
 - (4) Failure to comply. If the property owner fails to comply with the order to abate the graffiti, the building inspector or inspector's designee may cause the graffiti to be abated either by city employees or by independent contractor in accordance with section 36-125 of this Code.
- (f) Noxious weeds. No owner of real property within the city shall allow the existence of noxious weeds or of grasses in excess of 12 inches in height to grow thereon.
- (1) Statutes and regulations adopted. Wis. Admin. Code Ch. NR 40; Wis. Stat. §§ 66.0407 (noxious weeds); and 66.0517 (weed commissioner), providing for the destruction of noxious weeds, is incorporated into this section by reference as if fully set forth. The department of public works shall carry out the provisions of Wis. Stat. § 66.0517 relating to the destruction of noxious weeds. The department may cut all noxious weeds or grasses in excess of 12 inches in height whenever deemed necessary or upon the failure of the property owner to cut said weeds or grass within 48 hours of proper notice as set forth in Wis. Stat. § 66.0628. Such weed and grass destruction shall be done under the supervision of the duly appointed weed commissioner.
 - (2) The department of public works shall keep an accurate account of the expenses of cutting noxious weeds or grasses from any privately-owned parcel and shall render a bill to the owner of the lot or parcel of land for immediate payment. Such bill shall be rendered as soon as practicable by the department after the work has been done. The department shall report to the common council and to the finance director/ treasurer on or before the first Monday of November in each year all accounts remaining unpaid.
 - (3) Unless otherwise ordered by the common council, the reasonable and direct costs of weed and grass cutting shall be assessed to the owner of the property fronting or abutting upon the upon the street or part of a street from which the weeds have been removed, and such costs shall be included in the next tax collection and collected as a special charge pursuant to Wis. Stat. § 66.0627.
- (g) Diseased or dangerous trees. The city hereby declares that the health of trees within the city is threatened by Emerald Ash Borer (*Agrilus planipennis*) and other communicable diseases and insect infestations, and as such, the city further declares that any living or standing tree the city forester reasonably determines to be suffering from a communicable disease or insect infestation that threatens the health of the urban

forest, or any standing tree for which all or part thereof threatens the property or personal security of another constitutes a public nuisance.

If the city forester determines with reasonable certainty that a diseased, infected, or dangerous tree exists on privately-owned property within the city, the city forester should notify the property owner, owner's agent, or tenant if neither owner nor agent are known, that the tree or shrub or part thereof must be treated or removed within 30 calendar days of the notification. Such notice shall identify the affected tree with specificity and shall identify the appropriate abatement method(s). Should the owner fail to timely or adequately abate the nuisance, the city forester may pursue any remedies at law available for nuisance abatement.

(h) *Unreasonable noise.* No person shall cause or permit any unreasonable loud, disturbing, and unnecessary noise or any noise of such character, intensity, or duration as to be detrimental to the life or health of any individual or which is in the disturbance of the public peace and welfare.

(1) The following acts, omissions, places, conditions, and things are specifically declared to be public nuisances in violation of this article, but such enumeration shall not be construed to exclude other nuisances:

- a. The sounding of any horn or signal device on any automobile, motorcycle, bus, or other vehicle while in motion, except as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any signal device of any unreasonably loud or harsh sound; and the sounding of such device for an unnecessary and unreasonable period of time.
- b. The playing of any musical instrument, radio, or any device designed to play live or recorded music, speech, or other noise in such manner or with such volume as to annoy or disturb the quiet, comfort, or repose of persons in any office, hospital, or in any hotel or other type of residence or of any persons in any office, hospital, or in any hotel or other type of residence or of any person in the vicinity.
- c. The keeping of any animal, bird, or fowl that, by causing frequent or habitual noise that disturbs the comfort or repose of any person in the vicinity.
- d. The use of any automobile, motorcycle, bus, or vehicle so out of repair, so loaded, or so operated in such manner as to create loud and unnecessary grating, grinding, rattling, or other noise.
- e. The discharge into the open air of the exhaust of any steam, stationary internal combustion, motor vehicle, motorboat, hobby boat, hobby car, or hoppy airplane engine, except through a muffler or other device that will effectively prevent loud or explosive noises therefrom.
- f. The use of any drum, loudspeaker, or any other instrument or device for the purpose of attracting attention by creating noise.
- g. The creation of any effective noise adjacent to a school, institution of

learning, church, or court while such is in session or adjacent to any hospital, which unreasonably interferes with the workings or sessions thereof.

(2) Exceptions: The following shall not be considered "unreasonable noise" for purposes of this section:

- a. Any vehicle of the city while engaged in necessary public business;
- b. Excavation, construction, or repair of public rights-of-way or other infrastructure and improvements by or on behalf of the city, county, or state during the night, when the public welfare and convenience renders it necessary to perform such work;
- c. Excavation, construction, or repair when the public welfare and convenience renders it necessary to perform such work;
- d. The reasonable use of amplifiers or loudspeakers in the course of public addresses that are not commercial in nature;
- e. The use of power-driven sidewalk snow removal equipment when engaged in snow removal activities;
- f. Any marching band or marching unit while practicing under the supervision of an adult during the hours of 8:30 a.m. to 8:30 p.m.;
- g. Such other specific construction work by or on behalf of the city, county, state, or federal government as may be authorized by the common council;
- h. The reasonable noises attributable to construction-related activity when such activity takes place between the hours of 6:00 a.m. and 6:00 p.m. Monday through Saturday.

(Code 1975, § 25-8; Code 1997, § 66-8)

SECTION 10: **AMENDMENT** “Sec 36-9 Emission Of Smoke And Other Noxious Fumes And Materials” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-9 ~~Emission Of Smoke And Other Noxious Fumes And Materials~~(Reserved)

- ~~(a) No person shall cause, permit or allow the escape from any smokestack, chimney, vent, window, duct, dust or emission collector, open fire or stockpile of materials within the corporate limits into the open air of such quantities of smoke, ash, dust, soot, cinders, acid, or other fumes, dirt or other materials or noxious gases in such place or manner as to cause injury, detriment or nuisance to any person or to the public or to endanger the health or safety of any such person or the public or in such manner as to cause injury or damage to business or property. Such is declared to be a public nuisance and is prohibited. The emission of smoke of 60 percent or greater density, as~~

~~determined by the Ringelmann Chart, as published and used by the Federal Bureau of Mines, shall be considered prima facie evidence of such a nuisance except for a period not exceeding six minutes in any one hour during which time the firebox is cleaned out or a new fire is being built therein.~~

- ~~(b) Any person causing, permitting or allowing the escape from any stack, chimney, vent, window, duct, dust or emission collector, open fire or stockpile of materials into the open air of such quantities of materials or noxious gases in such manner as to cause injury, detriment or nuisance to any person or to the public or to endanger the health or safety of any such person or to the public or in such manner as to cause injury or damage to business or property within the corporate limits shall be penalized, as provided in section 36-2. Every day of 24 hours in which such nuisance shall continue shall be deemed a separate offense.~~
- ~~(e) The chief of the fire department shall enforce this section, and any violation thereof may be summarily abated by the chief of the fire department or by anyone whom the fire chief may authorize for such purpose. Such abatement may be in addition to the fines provided for in this article.~~

(Code 1975, § 25-9; Code 1997, § 66-9)

SECTION 11: **REPEAL** “Sec 36-10 Termite-Infested Wood” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-10 ~~Termite-Infested Wood~~(Reserved)

~~Any felled trees, logs, lumber, new or used woodpiles of any type; old and abandoned wood structures and buildings; or wood refuse of any type which are found to be infested by termites shall immediately be disposed of by burning upon order of the building inspector.~~

(Code 1975, § 25-10; Code 1997, § 66-10)

SECTION 12: **REPEAL** “Sec 36-11 Storage Of Material” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-11 ~~Storage Of Material~~(Reserved)

~~Outside storage and ground storage of material shall be of sufficient height off the ground surface to prevent or eliminate a rodent harborage.~~

(Code 1975, § 25-11; Code 1997, § 66-11)

SECTION 13: **REPEAL** “Sec 36-12 Display Of Merchandise” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 36-12 ~~Display Of Merchandise~~(Reserved)

~~Merchandise displayed for viewing or sale to the public, including protruding display fixtures in areas which require the public to bend or reach into as part of the merchandising, shall be so displayed as not to be a safety hazard to body or limb.~~

(Code 1975, § 25-12; Code 1997, § 66-12)

SECTION 14: **REPEAL** “Sec 36-13 Property Exteriors” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 36-13 ~~Property Exteriors~~(Reserved)

~~No person shall own, occupy, use, or permit use of any property in the city without maintaining the property in a clean and sanitary condition free from any noxious odor or the accumulation of any rubbish, garbage, debris, stagnant water, insect or rodent harborage, or abandoned vehicles. Violation of this section is declared a nuisance and the violator may be subjected to a citation or the abatement process provided for in this article, or both.~~

(Code 1997, § 66-13; Ord. No. 88-06-07, § 3, 2-19-2007)

SECTION 15: **AMENDMENT** “Sec 36-14 Graffiti” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-14 ~~Graffiti~~(Reserved)

~~(a) *Definitions.* The following words, terms and phrases, when used in this section shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~Graffiti means any inscription, work, figure or design marked, scratched, etched, drawn or painted with spray paint, liquid paint, ink, chalk, dye or other similar substances on buildings, fences, structures and similar places without the express permission of the owner or operator of the property.~~

- ~~(b) *Public nuisance.* The existence of graffiti on any property within the city is expressly declared to be a public nuisance affecting public health, safety and welfare.~~
- ~~(c) *Graffiti prohibited.* No owner of any real property within the city shall allow any graffiti to remain upon any structure located on the owner's property when the graffiti is visible from the street or from other public or private property.~~
- ~~(d) *Notification of violation.* Whenever the building inspection department determines that graffiti on any property within the city is visible from the street or from other public or private property, the department shall issue an order to the owner of the property to abate the graffiti in a timely manner. Such order shall be issued in compliance with the requirements of section 12-481.~~
- ~~(e) *Compliance.* A property owner shall be deemed to have complied with an order to abate graffiti if it is obliterated by a primary paint and matching building paint or by such other means as shall obliterate the graffiti. If paint is used to obliterate graffiti, the paint shall be applied in the manner required by section 12-482.~~
- ~~(f) *Failure to comply.* If the property owner fails to comply with the order to abate the graffiti, the building inspection department may cause the graffiti to be abated either by city employees or by independent contractor. The city and the independent contractor are expressly authorized to enter upon the property and abate the graffiti upon exterior walls, fences, billboards and other structures abutting public streets, property or right-of-way. The city or private contractor will take all reasonable precautions to avoid causing damage to the property where the graffiti is abated. Any paint used to obliterate graffiti shall be as close as practicable to the background color or colors in the area where the graffiti is abated.~~
- ~~(g) *Cost of removal and other charges.* The cost of abating the graffiti shall, pursuant to Wis. Stats. § 66.0627, be imposed as a special charge against the real property for the cost of the services provided. If the special charge is not paid within 30 days, the special charge shall be deemed delinquent. A delinquent special charge shall be a lien against the property as of the date of delinquency. The delinquent special charge shall be included in the current or next tax roll for collection and settlement under Wis. Stats. ch. 74.~~

(Code 1997, § 66-14; Ord. No. 88-06-07, § 4, 2-19-2007)

SECTION 16: **REPEAL** “ARTICLE 36-II WEED CONTROL” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

ARTICLE 36-II ~~WEED CONTROL~~ Reserved

~~State law reference—Noxious weeds generally, Wis. Stats. § 66.0407.~~

SECTION 17: **REPEAL** “Sec 36-32 State Law Adopted” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 36-32 ~~State Law Adopted~~ (Reserved)

~~Wis. Stats. § 66.0407 (noxious weeds) and Wis. Stats. § 66.0517 (weed commissioner), providing for the destruction of noxious weeds, are incorporated into this section by reference as if fully set forth, and expanded to include weeds known as goldenrod, timothy grass, ragweed, cocklebur, burweed, marsh elder, resinthistle, pigweed, amaranth, artemisia and Japanese knotweed.~~

(Code 1975, § 25-25; Code 1997, § 66-41; Ord. No. 60-00-01, § 15, 10-2-2000; Ord. No. 18-06-07, § 1, 8-7-2006)

SECTION 18: **REPEAL** “Sec 36-33 Administration; Weed Control Standards; Notice And Cutting” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 36-33 ~~Administration; Weed Control Standards; Notice And Cutting~~ (Reserved)

~~The department of engineering and public works shall carry out the provisions of Wis. Stats. § 66.0517 relating to the destruction of noxious weeds, and the department shall also cut all weeds and grasses in excess of 12 inches in height. The department shall also be allowed to cut weeds and grasses 12 inches high or higher wherever deemed necessary or upon the failure of a property owner to cut the weeds and grasses within 48 hours of proper notice by the department of engineering and public works. Such weed and grass destruction shall be done under the supervision of the duly appointed weed commissioner.~~

(Code 1975, § 25-26; Code 1997, § 66-42; Ord. No. 60-00-01, § 16, 10-2-2000)

SECTION 19: **REPEAL** “Sec 36-34 Record Of Expenses” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-34 ~~Record Of Expenses~~(Reserved)

~~The department of engineering and public works shall keep an accurate account of the expenses of weed cutting in front of every lot, part of a lot or parcel of land fronting or abutting upon any street or sidewalk from which the weeds have been removed and shall render a bill to the property owner of the lot or parcel of land for immediate payment. Such bill shall be rendered as soon as practicable by the department after the work has been done. The department shall report to the common council and to the finance director/treasurer on or before the first Monday of November in each year all accounts remaining unpaid.~~

(Code 1975, § 25-27; Code 1997, § 66-43)

SECTION 20: **REPEAL** “Sec 36-35 Collection Of Expenses” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-35 ~~Collection Of Expenses~~(Reserved)

~~Unless otherwise ordered by the common council, the whole of the cost of weed cutting, plus 50 percent, plus applicable sales tax, with a minimum fee of \$25.00, shall be assessed to the owner of the property fronting or abutting upon the street or part of a street from which the weeds have been removed, and such costs shall be included in the next tax collection and collected as other taxes are collected.~~

(Code 1975, § 25-28; Code 1997, § 66-44; Ord. No. 73-98-99, § 1, 8-17-1998)

SECTION 21: **REPEAL** “ARTICLE 36-III TERMITE CONTROL” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

ARTICLE 36-III ~~TERMITE CONTROL~~(RESERVED)

SECTION 22: **REPEAL** “Sec 36-59 Situations Declared Public Nuisances” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-59 ~~Situations Declared Public Nuisances~~(Reserved)

~~The following are declared to be public nuisances: Any structure, post or wooden article infested with termites. Any building or part thereof or premises adjacent thereto infested with termites or which harbors termite colonies. Any soil or earth infested with termites or which harbors termite colonies.~~

(Code 1975, § 9-165; Code 1997, § 26-1066)

SECTION 23: **REPEAL** “Sec 36-60 Prohibition Of Public Nuisances” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-60 ~~Prohibition Of Public Nuisances~~(Reserved)

~~No person owning or controlling any premises in the city shall permit any public nuisance, as enumerated in section 36-59, to be or exist on such premises.~~

(Code 1975, § 9-166; Code 1997, § 26-1067)

SECTION 24: **REPEAL** “Sec 36-61 Inspection” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-61 ~~Inspection~~(Reserved)

~~The department of building inspection shall inspect or cause to be inspected all premises and places within the city where there is a reason to believe a public nuisance exists.~~

(Code 1975, § 9-167; Code 1997, § 26-1068)

SECTION 25: **AMENDMENT** “Sec 36-62 Abatement Of Nuisance--Required” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-62 ~~Abatement Of Nuisance--Required~~(Reserved)

- (a) ~~If it is determined that any public nuisance exists upon private premises in violation of the provisions of this article, the department of building inspection shall immediately serve upon the owner of such property, if the owner can be found, or upon the occupant thereof, a written notice stating that such nuisance exists and demanding its abatement within such period of time as may be therein prescribed.~~
- (b) ~~The department shall therein provide information and technical advice to assist property owners to abate the termite nuisance on their property. The building inspector shall advise contractors as to proper methods in making new construction termite resistant.~~

(Code
1975, §
9-168;
Code
1997, §
26-1069)

SECTION 26: **AMENDMENT** “Sec 36-63 Abatement Of Nuisance--By City” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-63 ~~Abatement Of Nuisance--By City~~(Reserved)

- (a) ~~Where it is determined upon inspection that a termite nuisance exists and that the property owner or occupant, after receipt of notice as described in section 36-62, is making no reasonable effort to abate such nuisance, the department of building inspection shall make a written report of such nuisance to the common council, who shall then proceed to have the nuisance abated. The costs thereof shall be charged against the property as a special tax for abatement of a nuisance, as provided in Wis. Stats. § 254.59.~~
- (b) ~~At the time the department shall make a written report to the council, a copy of such report, together with the notice of the hearing on the report, shall be served on the property owner at least five days prior to the consideration of the matter by the council.~~

~~The property owner shall have the right to be heard prior to council action.~~

(Code
1975, §
9-169;
Code
1997, §
26-
1070)

SECTION 27: **REPEAL** “Sec 36-64 Abatement Of Nuisance--Immediate Action” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 36-64 ~~Abatement Of Nuisance--Immediate Action~~(Reserved)

~~If, upon inspection, it is determined by the department of engineering and public works that a termite nuisance exists in or upon a public street, alley, park or other public place, including the terrace strip between the curb and the lot line, it shall immediately cause the termite infestation thereon to be abated in such manner as to effectively control or prevent as fully as possible the spread of termite infestation to other property. If any private poles, structures or buildings are located upon any public property, the inspector shall proceed as set forth in section 36-63.~~

(Code 1975, § 9-170; Code 1997, § 26-1071)

SECTION 28: **REPEAL** “Sec 36-65 Soil And Building Removal” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 36-65 ~~Soil And Building Removal~~(Reserved)

~~No soil, fill or building shall be moved to any other premises within the city without a prior permit, which permit shall be issued by the inspector only after an inspection determining that such soil, earth or building is free from termite infestation. An inspection fee in the sum of \$1.00 shall be charged for such permit and inspection, where no permit or inspection fee has been previously paid.~~

(Code 1975, § 9-171; Code 1997, § 26-1072)

SECTION 29: **REPEAL** “ARTICLE 36-IV NOISE” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

ARTICLE 36-IV ~~NOISE~~(RESERVED)

SECTION 30: **REPEAL** “Sec 36-89 Prohibited Generally” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-89 ~~Prohibited Generally~~(Reserved)

~~Any unreasonably loud, disturbing and unnecessary noise or any noise of such character, intensity or duration as to be detrimental to the life or health of any individual or which is in the disturbance of public peace and welfare is prohibited.~~

(Code 1975, § 25-40; Code 1997, § 66-71)

SECTION 31: **AMENDMENT** “Sec 36-90 Exceptions” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 36-90 ~~Exceptions~~(Reserved)

~~This article shall not apply to or be enforced against the following:~~

- ~~(a) Any vehicle of the city while engaged upon necessary public business.~~
- ~~(b) Excavation, repair or construction of bridges, marinas, streets or highways by or on behalf of the city, county, or state during the night season, when the public welfare and convenience renders it necessary to perform such work.~~
- ~~(c) Excavation, construction or repair of marinas by and on behalf of the city, county, or state between the hours of 5:00 a.m. and 12:00 midnight, when the public welfare and convenience renders it necessary to perform such work.~~
- ~~(d) The reasonable use of amplifiers or loudspeakers in the course of public addresses which are noncommercial in nature.~~
- ~~(e) The use of power-driven sidewalk snow removal equipment.~~

- ~~(f) Any marching band or marching unit while practicing under the supervision of an adult during the hours of 8:30 a.m. to 8:30 p.m.~~
- ~~(g) Such other specific construction work by or on behalf of the city, county, state or federal government as may be authorized by the common council.~~
- ~~(h) Environmental remediation activities by or on behalf of a potentially responsible party as part of the EPA's Sheboygan River and Harbor Superfund Project.~~

(Code 1975, §
25-41; Code
1997, § 66-72)

SECTION 32: **REPEAL** “Sec 36-91 Horns And Signal Devices” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-91 ~~Horns And Signal Devices~~(Reserved)

~~The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while in motion, except as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any signal device of any unreasonably loud or harsh sound; and the sounding of such device for an unnecessary and unreasonable period of time are declared to be in violation of this article.~~

(Code 1975, § 25-42; Code 1997, § 66-73)

SECTION 33: **REPEAL** “Sec 36-92 Playing Music” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-92 ~~Playing Music~~(Reserved)

~~The playing of any musical instrument, radio, or any device designed to play live or recorded music, speech, or other noise in such a manner or with such volume as to annoy or disturb the quiet, comfort or repose of persons in any office, hospital or in any hotel or other type of residence or of any person in the vicinity is declared to be in violation of this article.~~

(Code 1975, § 25-43; Code 1997, § 66-74; Ord. No. 40-08-09, § 3, 8-18-2008)

SECTION 34: **REPEAL** “Sec 36-93 Animals, Birds, Fowl” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-93 ~~Animals, Birds, Fowl~~(Reserved)

~~The keeping of any animal, bird or fowl which, by causing frequent or long continued noise, shall disturb the comfort or repose of any person in the vicinity is declared to be in violation of this article.~~(Code 1975, § 25-44; Code 1997, § 66-75)

SECTION 35: **REPEAL** “Sec 36-94 Unnecessary Noises From Vehicles” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-94 ~~Unnecessary Noises From Vehicles~~(Reserved)

~~The use of any automobile, motorcycle, bus or vehicle so out of repair, so loaded or so operated in such manner as to create loud and unnecessary grating, grinding, rattling or other noise is declared to be in violation of this article.~~

(Code 1975, § 25-45; Code 1997, § 66-76)

SECTION 36: **REPEAL** “Sec 36-95 Engine Mufflers” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 36-95 ~~Engine Mufflers~~(Reserved)

~~The discharge into the open air of the exhaust of any steam, stationary internal combustion, motor vehicle, motorboat, hobby boat, hobby car or hobby airplane engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom, is declared to be in violation of this article.~~

(Code 1975, § 25-46; Code 1997, § 66-77; Ord. No. 149-98-99, § 1, 4-19-1999)

SECTION 37: **REPEAL** “Sec 36-96 Drums And Loudspeakers” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 36-96 ~~Drums And Loudspeakers~~(Reserved)

~~The use of any drum, loudspeaker or any other instrument or device for the purpose of attracting attention, by creation of noise, to any performance, show or sale or display of merchandise, as well as the use of mechanical loudspeakers or amplifiers on trucks or other moving or standing vehicles for advertising or other purposes is declared to be in violation of this article.~~

(Code 1975, § 25-47; Code 1997, § 66-78)

SECTION 38: **REPEAL** “Sec 36-97 Quiet Areas” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 36-97 ~~Quiet Areas~~(Reserved)

~~The creation of any effective noise adjacent to any school, institution of learning, church or court while such is in session or adjacent to any hospital, which unreasonably interferes with the workings or sessions thereof, is declared to be in violation of this article.~~

(Code 1975, § 25-48; Code 1997, § 66-79)

SECTION 39: **AMENDMENT** “Sec 36-125 Nonsummary Abatement” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-125 Nonsummary Abatement

If an officer determines that a nuisance exists but that the nature of such nuisance is not such as to threaten imminent danger to the public health, safety, peace, morals, or decency, the officer may follow one or both of the following procedures to obtain the abatement of the nuisance.

(a) *Abatement notice.* The officer may issue and serve notice to abate the nuisance

pursuant to section 36-126. The notice shall order abatement of the nuisance within a period not less than 15 calendar days and shall state that unless the nuisance is so abated, the city will cause the same to be abated and will charge the cost thereof to the owner, occupant, or person causing, maintaining, or permitting the nuisance; and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as a special charge.

- (b) *Abatement plan.* The officer may order the owner, occupant, or person causing, maintaining, or permitting the nuisance to appear for a ~~hearing meeting~~ to discuss abatement of the nuisance. The ~~hearing meeting~~ shall include the officer and may include a representative of the city attorney's office. Notice of the ~~hearing meeting~~ shall be issued and served by the officer pursuant to section 36-126. At the ~~hearing meeting~~, the parties may formulate an abatement plan that indicates the measures to be taken by the owner, occupant, or person causing, maintaining, or permitting the nuisance to abate the nuisance. If the owner, occupant, or person causing, maintaining, or permitting the nuisance does not agree to reasonable abatement terms, the city may proceed as authorized by law and this chapter.

(Code 1997, § 66-101; Ord. No. 40-08-09, § 4, 8-18-2008)

SECTION 40: **AMENDMENT** “Sec 36-126 Notice To Abate” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-126 Notice To Abate

The officer shall attempt personal service on the owner, agent of the owner, occupant or other person causing, maintaining or permitting the nuisance at such person's last-known address. If this attempt is unsuccessful or impractical, the officer shall post a copy of the notice in a conspicuous place in or about the building where the nuisance exists and send notice ~~by first class mail~~ as required by Wis. Stat. § 66.0628 to the last-known address of the owner or agent of the owner.

(Code 1997, § 66-102; Ord. No. 40-08-09, § 4, 8-18-2008)

SECTION 41: **AMENDMENT** “Sec 36-129 Abatement By Court Action” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-129 Abatement By Court Action

If an officer determines that a public nuisance exists, the officer may refer the nuisance to the city attorney for review. If the city attorney determines that alternative enforcement methods have failed to abate the nuisance or would likely be ineffective in doing so, the city attorney may cause an action to abate such nuisance to be commenced in the name of the city in the county circuit court in accordance with the provisions of state statutes.

(Code 1997, § 66-105; Ord. No. 40-08-09, § 4, 8-18-2008)

SECTION 42: AMENDMENT “Sec 36-161 Definitions” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-161 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief means the chief of police or the chief's designee.

Chronic nuisance landlord means any owner of a residential premises available for lease or rent within the city who has had three units or 10% of their available units for lease or rent, whichever is less, designated as a chronic nuisance property within a 12-month period.

Chronic nuisance property means any premises where three or more nuisance activities resulting in enforcement action have occurred during a 12-month period, or any premises where three or more enforcement actions were generated from ten percent or more of a premises' available rental units during a 12-month period.

Enforcement action means an arrest, the issuance of a citation, ~~or the~~ issuance of a written, or the issuance of a verbal warning when documented in a report.

Nuisance activity means any of the following activities, behaviors, or conduct occurring on a premises:

- (a) An act of harassment, as defined in Wis. Stats. § 947.013.
- (b) Disorderly conduct, as defined in Wis. Stats. § 947.01 or in section 38-207.
- (c) Battery, substantial battery, or aggravated battery, as defined in Wis. Stats. § 940.19.
- (d) Lewd and lascivious behavior, as defined in Wis. Stats. § 944.20.
- (e) Prostitution, as defined in Wis. Stats. § 944.30.
- (f) Theft, as defined in Wis. Stats. § 943.20.
- (g) Receiving stolen property, as defined in Wis. Stats. § 943.34.
- (h) Arson, as defined in Wis. Stats. § 943.02.

- (i) Possession, manufacture, or delivery of a controlled substance or related offenses, as defined in Wis. Stats. ch. 961.
- (j) Gambling, as defined in Wis. Stats. § 945.02.
- (k) Animal violations, as defined in chapter 8.
- (l) Trespass, as defined in Wis. Stats. §§ 943.13 and 943.14 or in section 38-156.
- (m) Weapons violations, as defined in chapter 38, article VI, division 2.
- (n) Noise violations, as defined in article IV of this chapter.
- (o) Being a party to, as defined in section 38-2, or any conspiracy to commit, as defined in Wis. Stats. § 939.31, or any attempt to commit, as defined in Wis. Stats. § 939.32, any of the activities, behaviors, or conduct enumerated in this subsection.
- (p) The execution of arrest or search warrants at a particular location.
- (q) Alcohol violations, as defined in chapter 38 or in Wis. Stats. § 125.07.
- (r) Obstructing or resisting an officer, as defined in Wis. Stats. § 946.41.
- (s) City inspection-related calls where the police department responds.
- (t) Violations of the city's building and construction code found in chapter 12, where building inspection staff responds and enforcement action ensues.
- (u) Violations of the city's zoning code found in chapter 105, where building inspection staff responds and enforcement action ensues.
- (v) Violations of the city's fire prevention, protection, and control code found in chapter 24, where fire department staff responds and enforcement action ensues.
- (w) Violations of the city's signs and advertising code found in chapter 44, where building inspection staff responds and enforcement action ensues.

Owner means the owner of the premises and the owner's agent.

Premises means an individual building, dwelling, or dwelling unit, ~~an apartment building (all units included as one premises), or an individual business premises~~ and associated common areas.

(Code 1997, § 66-150; Ord. No. 40-08-09, § 5, 8-18-2008)

SECTION 43: AMENDMENT “Sec 36-162 Notice” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-162 Notice And Chronic Nuisance Designation

- (a) Notice and chronic nuisance property designation. Whenever the police chief determines that three or more nuisance activities resulting in enforcement action have occurred at a premises during a 12-month period, the police chief may notify the premises owner in writing that the property has become a chronic nuisance. In calculating the requisite nuisance activities, the police chief may count separate qualifying nuisance incidents resulting in enforcement action occurring on the same

day (as long as they are distinct in time) or different days but shall never count nuisance activities that were reported by the owner or occupant of the premises when such request for assistance relates to domestic abuse, as defined in Wis. Stat. § 813.12(1)(am); sexual assault, as described under Wis. Stat. §§ 940.225, 948.02, and 948.025; or stalking, as described in Wis. Stat. § 940.32. The notice shall contain the street address or legal description sufficient to identify the premises, a description of the nuisance activities that have occurred at the premises, a statement indicating that the cost of future enforcement may be assessed as a special charge against the premises, and a notice as to the appeal rights of the owner. The notice shall be delivered pursuant to section 36-126.

- (b) Notice and chronic nuisance landlord designation. Whenever the police chief determines that an owner meets the definition of a chronic nuisance landlord, the chief shall notify the person in writing that the landlord qualifies as a chronic nuisance landlord. The notice shall contain the street address(es) or legal description(s) sufficient to identify the premises, a description of the nuisance activities that have occurred at the premises, a statement indicating that the costs of future enforcement may be assessed as a special charge against the premises, a notice as to tenant rights pursuant to Wis. Stat. § 704.45 (if applicable), a notice as to the appeal rights of the owner, and an advisement that failure to abate the nuisance activities may result in the city's publication as a chronic nuisance landlord or the city's pursuit of any remedy available in law to abate such nuisance. The notice shall be delivered pursuant to section 36-126.

(Code 1997, § 66-151; Ord. No. 40-08-09, § 5, 8-18-2008)

SECTION 44: **AMENDMENT** “Sec 36-163 Abatement Plan” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-163 Abatement Plan

Any owner receiving notice pursuant to section 36-162 shall meet with the police chief or designee within five days of receipt of such notice. The parties shall review the problems occurring at the ~~property~~ premises. Within ten days of this meeting, the owner shall submit to the police chief designee an abatement plan to end the nuisance activity on the ~~property~~ premises. The plan shall also specify a name, address, and telephone number of a person living within 60 miles of the property who can be contacted in the event of further police, fire, or inspection contact. The chief shall provide written notice to the chronic nuisance property owner or chronic nuisance landlord of the acceptance or rejection of the nuisance abatement proposal. If the owner causes the number of chronic nuisance premises to be reduced below the thresholds noted within this chapter, the city shall remove the designation of chronic nuisance landlord.

(Code 1997, § 66-152; Ord. No. 40-08-09, § 5, 8-18-2008)

SECTION 45: AMENDMENT “Sec 54-604 Nuisance Abatement” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 54-604 Nuisance Abatement

The director of public works or designee is authorized to require immediate abatement of any nuisance hereunder that constitutes an immediate threat to the health, safety or well-being of the public. If any nuisance hereunder is not abated within the time specified by the director of public works or designee, the city is authorized to enter onto private property to the extent necessary, and to take any and all measures necessary to abate the nuisance. The cost of abatement, ~~together with a 50 percent surcharge, plus any applicable sales tax, with a minimum fee of \$25.00,~~ shall be assessed as a special charge to the owner, occupant or person causing, maintaining or permitting the public nuisance.

(Code 1997, § 122-606; Ord. No. 90-01-02, § 1, 3-4-2002)

SECTION 46: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 47: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
ORDINANCE 21-23-24**

BY ALDERPERSONS DEKKER AND RUST.

SEPTEMBER 5, 2023.

AN ORDINANCE correcting various provisions of the Sheboygan Municipal Code so that they conform to Ordinance No. 14-23-24 adopted on August 7, 2023.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** “Sec 14-211 Use Of Fixtures By Persons Who Are Not Parklet Customers” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 14-211 Use Of Fixtures By Persons Who Are Not Parklet Customers

Parklet permit holders may not exclude persons who are not customers from using the tables, chairs, and other materials and equipment that are part of the ~~parklet sidewalk cafe~~ so long as that use is consistent with the requirements of this article.

SECTION 2: **AMENDMENT** “Sec 14-213 Hours Of Operation Restricted; City May Order Other Closures” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 14-213 Hours Of Operation Restricted; City May Order Other Closures

All parklets shall be closed and all tables, chairs, and all other materials and equipment removed immediately upon request of a police officer or a representative of the department of public works for such a length of time as the officer or representative shall designate. A parklet that is part of a permitted premises shall remain open during closing hours as set forth in sections 4-74 and 4-113. No patron shall remain or be permitted to remain within the parklet area during closing hours, regardless of whether the ~~permittee sidewalk cafe~~ has permanent facilities.

SECTION 3: AMENDMENT “Sec 38-59 Drinking On Public Streets Prohibited; Exceptions” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 38-59 Drinking On Public Streets Prohibited; Exceptions

- (a) *Prohibited conduct.* No person shall drink or carry for the purpose of immediate consumption any intoxicating liquor or fermented malt beverage upon the streets, sidewalks, alleys, public parking lots, and other public ways of the city. Any person carrying any open can, cup, glass, bottle or similar drinking vessel containing intoxicating liquor or fermented malt beverages upon the streets, sidewalks, alleys, public parking lots, and other public ways of the city shall be in violation of this section.
- (b) *Exceptions.* The prohibitions of subsection (a) of this section, shall not apply to the following:
 - (1) Such proscription, as it relates to fermented malt beverages, shall not be applicable to persons who have attained the legal drinking age and are a:
 - ~~a. Attending a block party, street festival, or special event~~ for which a permit has been issued in accordance with section 48-~~322, 284;~~ or
 - ~~b. Attending a street festival for which a permit has been issued in accordance with section 14-113.~~
 - (2) Such proscription shall not be applicable in areas holding a temporary occupancy sidewalk-cafe permit pursuant to section ~~48-96~~ 14-89 if:
 - a. The permitted area sidewalk-cafe is part of a premises licensed for the serving of alcoholic beverages;
 - b. The person is a patron of the establishment holding the ~~sidewalk-cafe~~ permit; and
 - c. Neither the patron nor the establishment is in violation of the regulations for such use as sidewalk-cafes set forth in Article 48-II-3 ~~section 14-90~~.
 - (3) Such proscription shall not be applicable in parklets, as that term is defined in section 14-147, if:
 - a. The parklet is part of a premises licensed for the serving of alcoholic beverages;
 - b. The person is a patron of the establishment holding the parklet permit; and
 - c. Neither the patron nor the establishment is in violation of the regulations for such parklets set forth in article 14, chapter V.
 - (4) Such proscription shall not be applicable in city-designated temporary public gathering spaces as described in section 14-148. Such temporary public gathering spaces shall be designated by the council via resolution.
- (c) *Penalties.* The following penalties shall apply to violations of this section:

- (1) Any person violating the provisions of subsection (a) of this section shall be subject to a forfeiture of not less than \$100.00 nor more than \$500.00, plus costs, and in default of payment thereof to imprisonment in the county jail until such forfeiture is paid, but not to exceed 30 days.
- (2) Any person under 18 years of age who violates this section shall be subject to a forfeiture of not more than \$25.00, except that disposition in proceedings against a person under 18 years of age on the date of disposition shall be, as provided in Wis. Stats. § 48.344.

(Code 1975, § 4-61; Code 1997, § 10-2; Ord. No. 75-07-08, § 2, 1-7-2008)

SECTION 4: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan