ATTACHMENTS

July 15, 2019

Resignation

Donald E. Tershner from the Sheboygan Housing Authority Board effective immediately.

To Dean Chairperson,

I Donald E Tershner resign from the Sheboygan Housing Authority board affective right away.

Donald E Tershner

II

R. O. No. _____ - 19 - 20. By CITY CLERK. JULY 15, 2019.

Submitting various license applications.

_____
City Clerk

TEMPORARY BEVERAGE OPERATOR'S LICENSE

No.	Name	Address
2868	Aquirre Vazquez, Luis A.	337 Jackson St., Sheboygan Falls
0460	Brulla, Sharon L.	1637 Sibley Court
2855	Chevrier, Christopher J.	1906 Calumet Drive
1746	Hagen, Steven R.	102 N. Church St. Apt. 3, Elkhorn
2867	Hmircik, Elizabeth A.	2226 N. 6th Street
2828	Lehr, Emma J.	W6165 County Road F, Wautoma
2859	Leuck, Eric T.	1301 S. 20th Street
8262	Mullane, Rebecca R.	4415 S. 8th Street
2869	Nett, Daniel H.	N1703 Kappers Road, Oostburg
2277	Ramirez, Kara E.	2234 N. 20th Street
1749	Schuessler, James M.	2226 N. 6th Street
2824	Schweitzer, Madison A.	320 S. Hunter Street, Thorton
9614	Stielow, Dustin K.	1103 Superior Avenue
2874	Veenendaal, Rachel J.	1904 N. 1st Street
9167	Walecka, Georgeann C.	1811 S. 12th Street
7971	Walecka, Mark J.	1811 S. 12th Street

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
3410	Sheboygan Cty High School Trap	4014 N. 51st Street - One day Event to be held 07/27/19 at 1202 S. Wildwood Avenue.

THEATER LICENSE (Renew)

No.	Name	Address
1219	Marc Cinemas	3226 Kohler Memorial Drive

Consent

VII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 15, 2019.

Your Committee to whom was referred R. O. No. 248-18-19 by City Clerk submitting various license applications; recommends denying Taxicab Driver License Application No. 9491 (Regina R. Ramirez) based upon her record of violations related to the licensed activity and her failure to cooperate with staff for the committee.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

6.1

R. O. No. 248 - 18 - 19. By CITY CLERK. April 15, 2019.

Submitting various license applications for the period ending June 30, 2019, December 31, 2019 and June 30, 2020.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2020)

No.	Name	Address
2719	Barbuch, Brian L.	2422 N. 26th Street
2695	Bernier, Michael P.	644 Madison Avenue, West Bend
2715	Biederwolf, Mark E.	1641 S. 12th Street
2694	Carter, Arnesha P.	1409 N. 7th Street
2699	Curro, Zachary J.	810 N. 9th Street Apt. 1
2705	Evans, Kenyatta A.	1010 N. 16th Street
2703	Franklin, Whitney M.	6813 Horseshoe Bend, Verona
2701	Hermann, Ruth M.	634 Aspen Grove, Sheboygan Falls
2685	Holstein, Aaron N.	2101 N. 13th Street
2692	Pastorek, Sarah J.	2207 Creekside Court
2698	Reese, Chris G. (Club)	3204 N. 12th Street
2713	Rodriguez, Josefina	1510 Indiana Avenue
2689	Schrimpf, Michael A. G.	2330 N. 10th Street
2712	Sosa, Jacqueline C. O.	405 Superior Avenue
2716	Vnuk, Jacob A.	1689 Velp #21, Green Bay
2690	Wolfert, Nicholas J.	N4310 Claber Court, Sheboygan Falls

CIGARETTE/TOBACCO (NEW)(June 30, 2019)

No.	Name	Address
3392	The Glass House	3809 Heather Valley Road Apt. 208

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2019)

No.	Name	Address
9491	Ramirez, Regina R.	2001 N. 15th Street

QUADRICYCLE DRIVERS LICENSE (NEW)(December 31, 2019)

No.	Name	Address
2718	Rose, Robert	2403 S. 17th Street

LHPS 2019-2020

1-29-19 Hold #2695 (Bernier) #3392 (Glass House) #9491 (Ramirez) / 5-29-19 #2695 - deny #3392 hold #9491 hold | 6-12-19 Grant #3392 still hold #9491 | 6-26-19 Deny #9491

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 15, 2019.

Your Committee to whom was referred R. C. No. 350-18-19 by Licensing, Hearings, and Public Safety Committee and R. O. No. 242-18-19 by City Clerk submitting various license applications; recommends denying Beverage Operators License Application No. 2655 (Danesha D. Dickerson) based upon her record of violations related to the licensed activity and her failure to cooperate with staff for the committee.

Consent.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.46

R. C. No. 350 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 15, 2019.

Your Committee to whom was referred R. O. No. 242-18-19 by City Clerk submitting various license applications; recommends referring to the Licensing, Hearings, and Public Safety Committee of the new council:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2020)

No.	Name	Address
2655	Dickerson, Danesha D.	710 Pennsylvania Avenue

LHPS
2019 2020
4-29-19 Hold #2655 (Dickerson)
5-15-19 continue to Hold #2655 (Dickerson)
5-29-19 hold #2655 (Dickerson)
6-26-19 deny #2655

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

8.1

R. O. No. 242- 18 - 19. By CITY CLERK. April 3, 2019.

Submitting various license applications for the period ending June 30, 2019, December 31, 2019, April 14, 2020 and June 30, 2020.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

No.	Name	Address
2660	Carey, Susan M.	1411 S. 21st Street
2655	Dickerson, Danesha D.	710 Pennsylvania Avenue
2684	Firgens, Brad M.	2216 S. 7th Street
2647	Forbush, Samantha J.	725 S. 22nd Street
2651	Gartman, Marc R.	2711 Savannah Circle Apt. C
2653	Gasbarro, Heather A.	1197 Edelweiss #18, Sheboygan Falls
2662	Gunderson, Reuben J.	633 Torke Terrace, Plymouth
2666	Grzonka, Stanley G.	1007 School Avenue #6
2683	Harmon, Tearra M.	1322 Union Avenue
2681	Hilbelink, Nealy P.	113 2nd Street, Sheboygan Falls
2664	Kesner, Derek S.	2201 Erie Avenue Apt. B212
2669	Kietzman, Jeff J.	550 Cloverdale Lane, Plymouth
2648	La France Mara, Veronica M.	107 Smith Street, Plymouth
1245	Little, Elizabeth M.	1606A Indiana Avenue
2658	Lohse, Jordan R.	6440 Hidden Fields Court
1803	Manz, Beth A.	301 Leavens Avenue, Sheboygan Falls
1111	Mendez, Samantha L.	612A Broadway Street, Sheboygan Falls
2650	Munnik, Bryan A.	W2672 County Road PPP, Sheboygan Falls
2661	Purtell, Shawn S.	4730 Moenning Road
2682	Schleyhahn, John S.	2617 N. 5th Street
0232	Schmidtman, Nancy J.	3204 N. 26th Street
2644	Shinn, Michelle L.	1519 N. 8th Street
2667	Utech, Ian R.	1526 S. 25th Street
2645	Weidner, Mary L.	902 Pershing Avenue
4808	Wierikko, Kim M.	4020 N. 52nd Street
2659	Willette, Amanda R.	1012 Falls Park Dr. #2,Sheboygan Falls
2678	Woepse, Krystal M.	110A Monroe Street, Sheboygan Falls
2656	Yang, Chyra	1713 Wisconsin Avenue
2670	Zolecki, Nicholas H.	W55N220 Woodmere Ct. Apt 2, Cedarburg

LHPS

CHANGE OF AGENT

Ashley Wolf is replacing Darryll D. Matthies as agent effective immediately for Walgreens #6570 - 1029 N. 14th Street.

CHANGE OF PREMISES

No.	Name	Address
3162	Sundance Saloon	1509 S. 12th Street - to include parking lot east of bar - adjacent to bar. One day event 05/18/19.
1040	Brennans	1101 Michigan Avenue - 1101 Michigan Avenue - South parking lot west lot also. One day event 05/05/19.
3150	Craft 30	1015 S. 10th Street - June 21, 2019- June 23rd, 2019. Would like the ability to put up tent on green space area outside our patio. Also would allow us to have more patrons and covered area - per weather.
3150	Craft 30	1015 S. 10th Street - August 10, 2019 - Would like the ability to put up tent on green space area outside our patio. Also would allow us to have more patrons and covered area - per weather.

CIGARETTE/TOBACCO (June 30, 2019)(NEW)

No.	Name	Address
3387	Sheboygan Vapor	3116 S. Business Drive

"CLASS B" LIQUOR LICENSE (June 30, 2019) (NEW)

No.	Name	Address
3389	Al & Al's I	1502 S. 12th Street

Sidewalk Café License (Renew) (April 14, 2020)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th Street
3150	Craft 30	1015 S. 10th Street
2487	Frankies Pub & Grill	2218 Indiana Avenue

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

No.	Name	Address
2652	Block, Michelle R.	414 Niagra Avenue
2668	Brown, Jason J.	1028A Superior Avenue
7788	Degroat, Shawn	1614 S. 9th Street
2646	Miller, Sonya M.	1318 Virginia Avenue

VII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 15, 2019.

Your Committee to whom was referred, pursuant to R. O. No. 24-19-20 by City Clerk submitting various license applications; recommends granting the following licenses with various caveats (*):

"CLASS B" LIQUOR LICENSE (June 30, 2020) (RENEW)

No.	Name	Address
2976	My Place Bar & Grill	1515 New Jersey Avenue
*2135	Sandee's Cool Runnings	1202 Michigan Avenue
*3087	Santanas Place	1019 Erie Avenue
*3162	Sundance Saloon	1509 S. 12th Street
2193	The Kaddyshack	1502 S. 13th Street

CHANGE OF PREMISE

No.	Name	Address
*3087	Santana's Place	1019 Erie Avenue - Two day event to be held 07/04/19-07/05/19 to include current premise description plus parking lot east of building inside temporary tent.

*Contingent upon the applicant meeting all requirements

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 15, 2019.

Your Committee to whom was referred, pursuant to R. O. No. 31-19-20 by City Clerk submitting various license applications; recommends denying "Class B" Liquor License Application No. 3406 (Dustin J. Dutter) based upon the fact that the license is no longer available to him and two licenses cannot be held at the same location.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 15, 2019.

Your Committee to whom was referred, pursuant to R. O. No. 31-19-20 by City Clerk submitting various license applications; recommends granting the licenses with caveat (*):

"CLASS B" LIQUOR LICENSE (June 30, 2020) (RENEW)

No.	Name	Address
3044	Blondies Bar & Grill	1034 Michigan Avenue

CLASS "B" BEER LICENSE (June 30, 2020) (RENEW)

No.	Name	Address
*1809	The Wharf	733 Riverfront Drive

*Contingent upon the meeting all requirements

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 15, 2019.

Your Committee to whom was referred R. O. 31-19-20 by City Clerk submitting various license applications; recommends granting the request for withdrawal of the following applications:

CLASS "B" BEER LICENSE (June 30, 2020) (RENEW)

No.	Name	Address
3135	New China Buffet	571 S. Taylor Drive

"CLASS B" LIQUOR LICENSE (June 30, 2020) (RENEW)

No.	Name	Address
3160	Bomallies	2427 Calumet Drive

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

8.1

R. O. No. 31 - 19 - 20. By CITY CLERK. JUNE 3, 2019.

Submitting various license applications for the period ending June 30, 2019, December 31, 2019, June 30, 2020 and June 30, 2021.

City Clerk

CHANGE OF AGENT

Sarah Torres is replacing Christopher Gunkel as agent effective immediately for Craft 30 located at 1015 S. 10th Street.

Andrew Herman is replacing Angela Czaja as agent effective immediately for Glas - The Green Coffeehouse at 924 N. 14th Street.

Jeff Kietzman is replacing Roderick L. Unsinger as agent effective immediately for Meijer Gas Station #305.

Jeff Kietzman is replacing Roderick L. Unsinger as agent effective immediately for Meijer Store #305.

Marc Champeau is replacing Chris Meyer as agent effective immediately for Mid-Lake Softball organization.

Mark J. Fuller is replacing Harve Strysick as agent effective immediately for Sheboygan Riverside Boat Club.

Sandra Rupp is replacing Richard Rupp as agent effective immediately for Rupps Downtown.

Matthew Seyer is replacing Brittany L. Brown as agent effective immediately for Walgreen Co. #12020.

Kris Adams is replacing Jerome R. Godard as agent effective immediately for Walgreens #06097.

Katy Glodosky is replacing Kimberly Anne Karrmann Meller as agent effective immediately for Weill Center.

Steven J. Schmitt is replacing Jeremy J. Pust as agent effective immediately for Sprechers Restaurant & Pub.

LHPS
6-12-19
Hold:
#3135, #1809, #3044, #3160, #3406

6-26-19
Hold: #3135 #3160
Deny: #3406
Grant: #3044
Grant contigent: #1809

7-10-19
#3135 + #3160 granting request for withdrawal

CHANGE OF PREMISE

No.	Name	Address
1040	Brennans	1101 Michigan Avenue - One day event to be held 07/21/19 to include west and south parking lot in current premise description.
2726	John Michael Kohler Arts Center	608 New York Avenue - One day events to be held 06/20/19, 06/27/19, 07/03/19, 07/11/19, 07/20/19, 07/21/19, 07/25/19, 08/01/19, 08/08/19, 08/15/19, 08/22/19 to include 608 NY Ave. incld all premise description and N. 7th, N. 6th, NY Ave., WI Ave., JMKAC parking lot, Sculpture Garden, City Green, Festival Green.
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - One day event to be held 07/27/19 to include outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - Three day event to be held 8/16/19-8/18/19 to include outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - One day event to be held 10/05/19 to include outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.

3186 Suscha's Bar	1054 Pennsylvania Avenue - One day event to be held 07/13/19 - premise to include entire parking lot area north and east of building.
1809 The Wharf	733 Riverfront Drive- One day event to be held 07/17/19 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.
1809 The Wharf	733 Riverfront Drive- One day event to be held 08/10/19 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.

CLASS "A" BEER LICENSE (June 30, 2019) (NEW)

No.	Name	Address
2336	El Durango	1035 Kentucky Avenue

CLASS "A" BEER LICENSE (June 30, 2020) (RENEW)

No.	Name	Address
2336	El Durango	1035 Kentucky Avenue
3192	Harbor Centre Marina I	821 Broughton Drive
2631	North 8 Oriental Store	2002 N. 8th Street
2519	Northside Clark	2709 N. 15th Street
3342	Rstore #47 - Mad Max	1003 S. 14th Street
2601	Walgreens #12020	2702 Calumet Drive
1424	Walgreens #06097	3320 S. Business Drive
2088	Walgreens #6570	1029 N. 14th Street

"CLASS A" LIQUOR LICENSE (June 30, 2020) (RENEW)

No.	Name	Address
2765	Jakes Liquor I	2019 S. Business Drive
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Drive

CLASS "B" BEER LICENSE (June 30, 2020) (RENEW)

No.	Name	Address
3184	Board & Brush Creative Studio	528 N. 8th Street
2706	Fayes Pizza	1821 Calumet Drive
3111	Glas - The Green Coffeehouse	924 N. 14th Street
3129	Greece E Spoon	1217 N. 8th Street
2445	La Conquistadora LLC I	1218 Indiana Avenue
3034	Marc Cinemas	3226 Kohler Memorial Drive
3051	Mid-Lake Softball Organization	2213 New Jersey Avenue
3135	New China Buffet	571 S. Taylor Drive
3032	Nicky's Pizza I	1735 Calumet Drive
3022	Paradigm	1202 N. 8th Street
2696	Sheboygans Family Restaurant	2704 S. Business Drive
3358	The Greek Corner	1402 S. 8th Street
1809	The Wharf	733 Riverfront Drive
3312	Toys Thai Laos II	1229 N. 8th Street

"CLASS B" LIQUOR LICENSE (June 30, 2019) (NEW)

No.	Name	Address
3406	Dustin J. Dutter	902 Indiana Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2020) (RENEW)

No.	Name	Address
2840	4th Street Tap	520 N. 4th Street
2742	8th Street Ale Haus	1132 N. 8th Street
3159	Big Mikes Sports Bar & Grill	911 Indiana Avenue
1936	Black Pig	821 N. 8th Street
3044	Blondies Bar & Grill	1034 Michigan Avenue
2805	Blue Harbor Resort I	725 Blue Harbor Drive
3160	Bomallies	2427 Calumet Drive
3254	Bookworm Gardens	1415 Campus Drive
2381	Bourbon Street Pub & Grill	1536 Indiana Avenue
3150	Craft 30	1015 S. 10th Street
1089	Daves Whos Inn	835 Indiana Avenue
3406	Dustin Dutter	902 Indiana Avenue
2121	El Camino	823 Michigan Avenue
1799	George Michaels I	513 N. 8th Street
1892	Gosse's at Northwestern House	1909 Union Avenue
3056	Gotta Getcha in Oasis	840 Wilson Avenue
1734	Holiday Inn-Express	3823 Germaine Avenue
3299	In the Bag	1501 Union Avenue

3322	Indiana Joes LLC	933 Indiana Avenue
3257	J & R Bar & Grill	1823 N. 12th Street
2726	John Michael Kohler Arts Center	608 New York Avenue
3333	Kohler Co.	Golf Course
2911	Lakeshore Technical College	712 Riverfront Drive
3086	Las Brisas	1129 S. 8th Street
2085	Legend Larry's Wings & Things	733 Pennsylvania Avenue
3271	Limelight Pub I	1702 S. 17th Street
1795	Luigis Italian Restaurant	2910 Kohler Memorial Drive
2740	Mannings Irish Pub I	3015 N. 15th Street
1252	Peteks Tavern	2702 S. 8th Street
3098	Pier 17	539 Riverfront Drive
3363	Pinky's	2123 N. 15th Street
3353	Rendez-vous	920 Michigan Avenue
2030	Rewind	1002 Michigan Avenue
3404	Scenic Bar I	1635 Indiana Avenue
3248	Seebooth Delicatessen	1501 S. 8th Street
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue
1346	Sheboygan Pine Club	1716 Geele Avenue
1286	Sheboygan Riverside Boat Club	1228A Wisconsin Avenue
1345	Sheboygan Outboard Club	732 N. Water Street
1353	Sheboygan Yacht Club	214 Pennsylvania Avenue
3183	Sprechers Restaurant & Pub	820 Indiana Avenue
2566	That Place on 8th I	1432 S. 8th Street
3069	Time and a Half	2518 N. 15th Street
3261	Two Amigos Restaurant	1119 Michigan Avenue
3307	Umi Sushi & Steak House	519 N. 8th Street
2513	Vreekes Tavern I	935 Michigan Avenue
2921	Walkabout, The	2401 Calumet Drive
1764	Water Street Pub	931 N. 12th Street

"CLASS C" WINE LICENSE (June 30, 2020) (RENEW)

No.	Name	Address
2706	Fayes Pizza	1821 Calumet Drive
3111	Glas - The Green Coffeehouse	924 N. 14th Street
3129	Greece E Spoon	1217 N. 8th Street
3034	Marc Cinemas	3226 Kohler Memorial Drive
3022	Paradigm	1202 N. 8th Street
2696	Sheboygans Family Restaurant	2704 S. Business Drive
3358	The Greek Corner	1402 S. 8th Street

TOBACCO LICENSE (RENEW) (June 30, 2020)

No.	Name	Address
2389	The Epicure Lounge	1116 Michigan Avenue
3043	SR Tobacco	2529 S. Business Drive
3392	The Glass House	501 N. 8th Street

VII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 15, 2019.

Your Committee to whom was referred R. O. 32-19-20 by City Clerk submitting various license applications; recommends denying Taxicab Driver License Application No. 9309 (Mary A. Boreman) based upon her record of violations related to the licensed activity, her history as a repeat law offender, and her failure to cooperate with staff for the committee.

Consent.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

8.2

R. O. No. 32 - 19 - 20. By CITY CLERK. JUNE 3, 2019.

Submitting various license applications for the period ending December 31, 2019 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

No.	Name	Address
2790	Adams, Rebecca B.	W2654 Ridgewood Drive, Sheboygan Falls
2789	Aukerman, Kathryn N.	410 S. Hills Drive, Plymouth
2800	Azevedo, Issac R.	1405 North Avenue
2803	Burmeister, Lincoln D.	2030 E. Plank Road Unit 3, Appleton
2801	Cichon, Cameron R.	1405 North Avenue
2797	Fischer, Cindy L.	332 Park Street, Plymouth
8150	Gillmer, Nicole M.	2308 Mayflower Avenue
2791	Hening, Emily M.	673 S. Pier Drive
2793	Kerlin, Rachel L.	1636 N. 27th Place
2794	Kohlmann, Levi J.	1708 N. 12th Street
2798	Mathis, Logan A.	1409 Lincoln Avenue
2796	Niquette, Susan M.	920 Oakland Avenue
2795	Rodriguez, Aviana M.	1527 S. 8th Street
2638	Schaller, Sydney R.	106 W. Birch Street, St. Nazianz
2804	Thompson, Courtney J.	1470 Garay Lane Apt. 2, Port Washington
2787	Vojtech, Julia R.	1301 S. 22nd Street
2805	Wietfeldt, Abigail M.	830 N. Water Street, Apt. 219

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2021)

No.	Name	Address
0087	Aicher, Kristin E.	2418 N. 11th Street
6261	Alcala, Norma L.	1820 N. 19th Street
7500	Antonie, Thomas J.	1026 N. 4th Street
7544	Antonie, Deborah C.	1026 N. 4th Street
6932	Aschenbach, Kimberly A.	1207 Union Avenue
0764	Augustin, Jeremy L.	1717 S. 8th Street
4736	Bartlow, Keli M.	1812 S. 13th Street
2115	Baughman, Sarah E.	714A Huron Avenue
6141	Berg, Joel F.	3625 N. 14th Street
9438	Billmann, Judith L.	2704 S. 19th Street
6224	Bloedorn, Kim M.	2227 Camelot Boulevard

AHPS

6-12-19
+Hold #9309 (Borchardt)
7-10-19
Deny #9309

6094 Brusky, Ann L.	1728 N. 13th Street
1971 Butler, Charles E. (Club)	713 Fairway Drive
4770 Butzen, Karen K.	1430 Geele Avenue
1712 Cabella, Madilyn R.	3510 S. 12th Street Apt. 202
0051 Carlson, Leah S.	1819 N. 2nd Street Apt. A
1679 Cavanaugh, Jerica E.	1718 Eisner Avenue
2482 Chavez, Angie C.	1507 S. 21st Street
5463 Clark, Deborah L.	2626 Georgia Avenue
9532 Ditter, Lisa K.	2521 Leon Court
9338 Flores, Diane G.	1637 S. 26th Street
1873 Fogle, Tom M (Club)	4222 N. 31st Street
7641 Frericks, Julie A.	925 S. 14th Street
1988 Gallenberger, Jena	2806A S. 9th Street
0335 Garcia, Javier J. (Club)	1525 Alabama Avenue
4430 Gilbertson, Lindian M.	2335 N. 15th Street Apt. A
1691 Goetsch, Jordan D.	2035 N. 12th Street
7572 Graefe, Lee P.	1028A Mead Avenue
1860 Greeneway, Ryan J.	1817 Manor Parkway
6116 Gritzmacher, Kylene A.	2103A S. 7th Street
9327 Gruenke, Elizabeth A.	2745 N. 8th Street
6198 Hagerman, Ashley E.	2222 N. 23rd Street
0962 Hameister, Jonathan J.	822 Logan Avenue
1979 Hando, Mark R.	3645 S. 18th Street
1453 Haneman, David M.	836 Dillingham Avenue
8270 Heitzmann, Adam J.	2206 Sunflower Avenue
8391 Hernandez, Jose U.	1429A Maryland Avenue
2139 Hinz, Matthew D.	1331 Alabama Avenue Apt. 1
2132 Hoard, Stacey M.	708 Superior Avenue
0699 Howell, Krista M.	1531 N. 8th Street
1547 Hutchison, Betty A.	628 End Court
7394 Kalkopf, Holly A.	1423 N. 7th Street, Manitowoc
5973 Krebsbach, Kristin E.	1528 S. 7th Street
1703 Kuehlmann, Sherry A.	1721 Ashland Avenue Apt. 101
2119 Leistekow, Megan B.	714 Huron Avenue
2059 Levanduski, Joshua B.	1910 Garfield Avenue
1835 Mace, Andrea L.	1605 S. 8th Street
7845 Maclaughlin, Penny L.	1719 Elm Avenue
5528 Mehre, Stephanie A.	872 Weeden Creek Road
1728 Monkan, Jake E.	42 Winnebago Place
1889 Mueller, Jeffery C.	1734 S. 15th Street
1483 Norton, Diashanae J.	2137 Bollman Drive #3B
4927 Oehldrich, Richard M.	519 Sunset Maple, Sheboygan Falls
5836 Oostdyke, Rebecca M.	2332 Carmen Avenue #6K
6278 Pantel, Melinda M.	1906A S. 12th Street
1777 Peaine, Bonnie J.	1009 Clara Avenue
7604 Peloquin, Thomas J.	2719 Wedemeyer Avenue
3797 Pena, Javier (Club)	929 Indiana Avenue Apt. A

9480	Pierce, Christine L.	1634 S. 20th Street
2142	Pipping, Sara E.	3919 Mendocino Lane #205
7070	Potter, Jennifer A.	2625 S. 8th Street
0882	Powers, William K. (Club)	W3089 State Rd 28, Sheboygan Falls
9972	Ramey, Angela S.	514 N. 26th Street
9176	Reese, Alexa M.	634 Dillingham Avenue
0905	Reineking, Tyler J.	3327 N. 9th Street
1214	Reinemann, Michelle M.	1813A N. 2nd Street
0313	Ritt, Sylvia L.	1134 Millersville Ave, Howards Grove
0986	Runkel, Kevin R. (Club)	225 Lilac Lane, Belgium
2107	Samplawski, Cassondra A.	424 Michigan Avenue
5390	Schaeve, Tanya M.	2311 S. 11th Street
1917	Scheibl, Jessica M.	2201 Erie Avenue Apt. D205
2084	Schieble, Coralie S.	1705 Wisconsin Avenue
1925	Schmidt, Rebecca L.	1211 Washington Avenue
1660	Schultz, Steven L.	1602 Sibley Court
1832	Seeboth, James D.	1107 Ashland Avenue
4461	Segalle, Jason J.	2015 Folger Court
2528	Sheraski, Pamela M.	1410 N. 27th Street
0933	Spettel, Ricky G. (Club)	1624 Georgia Avenue
6693	Sprecher, Kara D.	3017 N. 9th Street Apt. 1
8248	Stanisch, Leah M.	2726 S. 11th Place
8254	Strysick, Harve R. (Club)	1830 N. 19th Street
0117	Theis, Robert R.	1628 S. 13th Street
2079	Thenen, Lori A.	2119 Woodglen Drive #3B
0750	Toebe, Charlotte R.	2601 N. 11th Street
1688	Torres, Ruben Jr.	N7772 Lakeshore Road
1146	Trepanier, Teresa M.	1619 N. 5th Street
2257	Van Veghel, John Jr.	825 N. 28th Street
2004	Van Wyk, Benjamin J. (Club)	2603 Fawn Court
9173	Vidimos, John J.	3015 N. 15th Street
5374	Vidimos, Melodie A.	2203 N. 20th Street
5212	Vidimos, Mike E.	2203 N. 20th Street
8331	Vitale, Umberto	1128 N. 29th Street
2274	Vreeke, Paul L.	514A S. Pier Drive #2
0847	Weiss, Crystal A.	1012 Bell Avenue
8432	Wellman, Alexandra K.	1011 Main Avenue
0748	Werner, Sydney R.	3741 S. 10th Street
7064	Wright, Crystal M.	815 N. 4th Street
0038	Wright, Ellen M.	2629A N. 20th Street
1878	Wright, Michelle E.	40 N. Hiawatha Circle

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2019)

No.	Name	Address
9309	Boreman, Mary A.	614 Bell Avenue

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 15, 2019.

Your Committee to whom was referred R. O. No. 40-19-20 by City Clerk submitting various license applications; recommends granting the licenses:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2021)

No.	Name	Address
2818	Ammons, Julia M.	522 Erie Avenue
2811	Arnold, Tasia R.	1424 Martins Avenue
2822	Boy, Denisa M.	3706 N. 48th Street
2806	Cornell, Kenneth J.	N4489 State Rd32, Sheb. Falls
2816	Fleck, Christopher J.	829A Huron Avenue
2813	Hankins, Kimberly J.	830 N. Water Street #204
1640	Horne, Cassandra J.	1229 N. 27th Street
8388	Lawrence, Carole A.	5308 Morning Dove Cove
2807	Lisberg, Deborah A.	415 Timberlake Road
0841	Mcatee, Thomas G.	1828 N. 5th Street
1305	Mederos, Maria D.	1313 Alabama Avenue
2821	Movrich, Danielle N.	605 Main Street, Belgium
2820	Rango, John W.	1405 N. 11th Street
2819	Slinger, Zachary M.	730 S. 8th Street Unit 413
2808	Wehr, Laura A.	611 N. Water Street #504

BEVERAGE OPERATOR'S LICENSE (RENEW)(June 30, 2021)

No.	Name	Address
1924	Andrews, Cheyenne	1622 S. 12th Street
1952	Arndt, Joshua R.	1242 Main Avenue
0800	Balge, Jennifer A.	633 Pinetree Road, Kohler
1888	Barthels, Jessica L.	1404 N. 27th Street
9427	Bedore, Amanda L.	4441 Lilac Court W102
0253	Berg, Stacey L.	1618 Georgia Avenue
0878	Bradford, Danielle C.	W5505 County Road F, Waldo
1929	Budnik, Kathleen A.	2432 Cross Creek Drive
5340	Call, Matthew D.	1617 N. 35th Street
5433	Cordle, Alexia J.	1520 S. 13th Street
2138	Crary, Heather M.	3323 N. 13th Street
0821	Creager, Jennifer L.	303 S Wisconsin Drive, Howards Grove
7020	Dawson, Elizabeth M.	1419 Alabama Avenue
1937	Haag, Lisaann	1840 N. 23rd Street
6181	Harpold, William A.	1914A Calumet Drive
0791	Hyland, Benhamin J.	3709 N. 13th Street
0799	Johnson, Mollijayne M.	W1833 Smies Road, Oostburg
1756	Klein, Sara P.	1626A S. 14th Street
2034	Knapp, Brittany L.	647 A Leavens Ave, Sheb. Falls
1681	Krajniak, Melody A.	1332 N. 15th Street
1869	Leppanen, Martha H.	2638 N. 20th Street
2151	Lyke, Jevon D.	1441 Parkview Terrace #37

Consent

0602	Magray, Leviathan C.	1517 N. 4th Street
7676	Meulbroek, Robert W.	4830 Ferndale Court
6805	Oelhafen, Vanessa A.	1617 New Jersey Avenue
1722	Ordonez, Alyssa M.	3621 Sheridan Avenue Apt. G4
1072	Rietbrock, Jennifer L.	W4412 CTY Rd. EH, Elkhart Lake
9881	Rose, Denise K.	2725 Michigan Avenue
1910	Rousse, Paul S.	337A W. First St., Waldo
2168	Schmidt, Samantha M.	1015 Elm Street, Cleveland
7621	Skrube, Lisa L.	1844 N. 20th Street
1665	Stefancin, Marie M.	305 Wisconsin Avenue
2219	Tauferner, Richard M.	3523 Lannon Road
7762	Van Veghel, Stephen F.	402 Clement Avenue
9083	Von Der Puetten, Frank	1716 N. 19th Street
1874	Wunsch, Lois J.	2107 Lake Aire Drive

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2019)

No.	Name	Address
2810	Smith, Sonia S.	826 High Avenue

CHANGE OF PREMISE

No.	Name	Address
2805	Blue Harbor Resort 1	725 Blue Harbor Drive - One day event to be held 07/20/19 to include current premise description plus lawn outside north end of building (Peninsula Room).

CLASS "B" BEER LICENSE (June 30, 2020) (NEW)

No.	Name	Address
3407	Taqueria Sheboygan	1410 Indiana Avenue

"CLASS C" WINE LICENSE (June 30, 2020) (NEW)

No.	Name	Address
3407	Taqueria Sheboygan	1410 Indiana Avenue

CHANGE OF AGENT

Cameron Bopp is replacing Mark Zipperer as agent effective immediately for Sheboygan Hotel, LLC (Holiday Inn Express) 3823 Germaine Avenue.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

7.1

R. O. No. 40 - 19 - 20. By CITY CLERK. June 17, 2019.

Submitting various license applications for the period ending December 31, 2019, June 30, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

No.	Name	Address
2818	Ammons, Julia M.	522 Erie Avenue
2811	Arnold, Tasia R.	1424 Martins Avenue
2822	Boy, Denisa M.	3706 N. 48th Street
2806	Cornell, Kenneth J.	N4489 State Rd32, Sheb. Falls
2816	Fleck, Christopher J.	829A Huron Avenue
2813	Hankins, Kimberly J.	830 N. Water Street #204
1640	Horne, Cassandra J.	1229 N. 27th Street
8388	Lawrence, Carole A.	5308 Morning Dove Cove
2807	Lisberg, Deborah A.	415 Timberlake Road
0841	Mcatee, Thomas G.	1828 N. 5th Street
1305	Mederos, Maria D.	1313 Alabama Avenue
2821	Movrich, Danielle N.	605 Main Street, Belgium
2820	Rango, John W.	1405 N. 11th Street
2819	Slinger, Zachary M.	730 S. 8th Street Unit 413
2808	Wehr, Laura A.	611 N. Water Street #504

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2021)

No.	Name	Address
1924	Andrews, Cheyenne	1622 S. 12th Street
1952	Arndt, Joshua R.	1242 Main Avenue
0800	Balge, Jennifer A.	633 Pinetree Road, Kohler
1888	Barthels, Jessica L.	1404 N. 27th Street
9427	Bedore, Amanda L.	4441 Lilac Court W102
0253	Berg, Stacey L.	1618 Georgia Avenue
0878	Bradford, Danielle C.	W5505 County Road F, Waldo
1929	Budnik, Kathleen A.	2432 Cross Creek Drive
5340	Call, Matthew D.	1617 N. 35th Street
5433	Cordle, Alexia J.	1520 S. 13th Street
2138	Crary, Heather M.	3323 N. 13th Street
0821	Creager, Jennifer L.	303 S Wisconsin Drive, Howards Grove

Ltr's. grant all.

7020	Dawson, Elizabeth M.	1419 Alabama Avenue
1937	Haag, Lisaann	1840 N. 23rd Street
6181	Harpold, William A.	1914A Calumet Drive
0791	Hyland, Benhamin J.	3709 N. 13th Street
0799	Johnson, Mollijayne M.	W1833 Smies Road, Oostburg
1756	Klein, Sara P.	1626A S. 14th Street
2034	Knapp, Brittany L.	647 A Leavens Ave, Sheb. Falls
1681	Krajniak, Melody A.	1332 N. 15th Street
1869	Leppanen, Martha H.	2638 N. 20th Street
2151	Lyke, Jevon D.	1441 Parkview Terrace #37
0602	Magray, Leviathan C.	1517 N. 4th Street
7676	Meulbroek, Robert W.	4830 Ferndale Court
6805	Oelhafen, Vanessa A.	1617 New Jersey Avenue
1722	Ordonez, Alyssa M.	3621 Sheridan Avenue Apt. G4
1072	Rietbrock, Jennifer L.	W4412 CTY Rd. EH, Elkhart Lake
9881	Rose, Denise K.	2725 Michigan Avenue
1910	Rousse, Paul S.	337A W. First St., Waldo
2168	Schmidt, Samantha M.	1015 Elm Street, Cleveland
7621	Skrube, Lisa L.	1844 N. 20th Street
1665	Stefancin, Marie M.	305 Wisconsin Avenue
2219	Tauferner, Richard M.	3523 Lannon Road
7762	Van Veghel, Stephen F.	402 Clement Avenue
9083	Von Der Puetten, Frank	1716 N. 19th Street
1874	Wunsch, Lois J.	2107 Lake Aire Drive

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2019)

No.	Name	Address
2810	Smith, Sonia S.	826 High Avenue

CHANGE OF PREMISE

No.	Name	Address
2805	Blue Harbor Resort 1	725 Blue Harbor Drive - One day event to be held 07/20/19 to include current premise description plus lawn outside north end of building (Peninsula Room).

CLASS "B" BEER LICENSE (June 30, 2020) (NEW)

No.	Name	Address
3407	Taqueria Sheboygan	1410 Indiana Avenue

"CLASS C" WINE LICENSE (June 30, 2020) (NEW)

No.	Name	Address
3407	Taqueria Sheboygan	1410 Indiana Avenue

CHANGE OF AGENT

Cameron Bopp is replacing Mark Zipperer as agent effective immediately for Sheboygan Hotel, LLC (Holiday Inn Express) 3823 Germaine Avenue.

VII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 15, 2019.

Your Committee to whom was referred, pursuant to DIRECT REFERRAL R. O. No. 41-19-20 by City Clerk submitting various license applications; recommends granting the following licenses:

"CLASS B" LIQUOR LICENSE (June 30, 2020) (NEW)

No.	Name	Address
3160	BoMallies	2427 Calumet Drive

CLASS "B" BEER LICENSE (June 30, 2020) (RENEW)

No.	Name	Address
3328	Jovada's Place	1210 Michigan Avenue

BEVERAGE OPERATOR'S LICENSE (June 30, 2021) (NEW)

No.	Name	Address
6839	Berlin, Jamie S.	3802 S. 10th Street
2833	Bista, Bharat	916 Mulberry Lane, Kohler
2848	Blazer, Jessica A.	2905 S. 16th Street
7977	Czarnecki, Clint J.	620 Saint Clair Ave #109
8213	Dern, Kathy M.	2613 N. 10th Street
2839	Devries, Arthur J.	2748 N. 10th Street Apt. 5
2836	Eigenberger, Roger W. (Club)	1721 Barrett Street
2834	Engstrom, Travis A.	208 Prospect Avenue
2854	Entringer, Kayleigh J.	3015 S. 22nd Street
2832	Gamez, Alexander W.	2013 Cooper Avenue
2533	Hietala, Vanessa G.	1919A N. 9th Street
2846	Huber, Liesl A.	1823 N. 6th Street
2852	Ingram, Alice E.	1514 S. 13th Street
2835	Johnson, Donald E. III	N5387 Willow Road, Plymouth
2849	Leon, Esmeralda	15134 E.9000N Road Grant Park, IL
2830	Logsdon, Lawrence L.	2321A S. 10th Street
8650	Lorge, Todd A.(Club)	N6206 N. 61st Street
2826	Miller, Stephanie G.	1318 Virginia Avenue
8474	Museus, Dana C.	1137 240th Street, Dresser
1973	Plate, Cynthia M.	2722 S. 9th Street
0978	Prueter, Keri L.	1604 S. 14th Street
2850	Raouf, Hebatalla A.	3305 N.9th Street
7528	Rudd, Jacqueline J.	W2551 Theobald Court
0415	Sanchez, Mark A.	N8237 Cty Rd J, Elkhart Lake
2829	Shimkoski, Mckenna L.	1940 N. 10th Street
2218	Tauferner, Gary L.	2606 Grey Fox Court
2831	Toebe, Aidan P.	2601 N. 11th Street
1706	Tymm, Laura E.	18705 Mueller Road, Kiel
9692	Tyrrell, Erin K.	1301 S. 19th Street
2856	Wilson, Cody P.	934 Swift Avenue

Consent

BEVERAGE OPERATOR'S LICENSE (June 30, 2021) (RENEW)

No.	Name	Address
7538	Beeck, Michael K.	2133 N. 20th Street
9442	Bockin, Mary R.	3111 East Mark Drive
2129	Bohara, Keshab	1601 Maryland Avenue
1868	Bryant, Kaylynn N.	1322 N. 12th Street
2440	Butzen, MarthaJo	685 E. Washington Ave., Cleveland
2162	Carney, Naomi B.	703 Collins St Apt. 6, Plymouth
2025	Chaudhary, Prem Lal	1601 Maryland Avenue
0231	Ciotola, Bryan T.	1534 Blocki Court
2087	Darling, Joann M.	1630 Cambridge Avenue
4602	Drews, Richard T.	909 S. 16th Street
7163	Dyke Van Ess, Jennifer L.	N3328 Cty Rd A East, Sheboygan Falls
0205	Ebenreiter, Diane M.	4902 N. 18th Street
0092	Ehler, Kristi L.	3609 N. 21st Street
2141	Freeland, Nathan D.	1504 Bell Avenue
1825	Frei, Dorris M.	1320 S. 16th Street
5546	Gross, Travis J.	2728 Highland Terrace
7662	Hartman, Lisa M.	3306 Mueller Road
0178	Harvey, Derek J.	834 Spring Avenue #A
1671	Hinz, Mackenzie N.	2221 Mill Road
1995	Hoffman, Arianna J.	1906 Superior Avenue
0916	Kempf, Corey D.	824 Ashland Avenue
1656	Kober, Susan K.	1012 N. 27th Street Apt. 101S
0252	Lucarelli, Brenda S.	222 Superior Avenue
0929	Mayr, Cherilyn A.	1913 Wiemann Avenue
0784	Mehn, Jeffrey L.	3610 Bonnie Court
0360	Merrill, Anna K.	1120 S. 17th Street
6096	Miller, Michael S.	723 St. Clair Avenue Apt. 1
0220	Minglana, Nadine M.	1530 N. 9th Street
2005	Momma, Catherine M.	2923 Superior Avenue
0953	Morton, Michael G.	1619 Division Avenue
1778	Muniizzi, James P.	2405 David Avenue
1943	Nytes, Katy	2413 Calumet Drive
0105	Pacyga, Laura A.	1518 N. 10th Street
9632	Phippen, Robert D.	1521 S. 9th Street
2037	Ramos, Draven C.	4011 Oakdale Court #D107
1666	Ratzel, Alan R.	3917 Mendacino Lane Apt. 307
0323	Richter, Erin E.	1640 S. 19th Street
2038	Richter, Joseph M.	1822 N. 1st Street
5217	Rishel, Kendall A.	1911 N. 12th Street
0794	Schanno, Amber M.	810 Linden Street, Cleveland
9422	Scharenbrock, Susan K.	1405 N. 13th Street
0965	Schoerner, Eric R.	522 Juniper Drive
1820	Schultz, Joseph C.	723 Spring Avenue
0793	Sonia, Jason C.	2040 Folger Court
0100	Toeller, Stephen J.	151 Van Altena Avenue, Cedar Grove
0881	Tryba, Michael A.	2413 S. 12th Street
6231	Uribe, Silvia	815 Bluff Avenue
1684	Vera, Wendy L.	1329 Eisner Avenue
1983	Williams, Spenser	504 Valley Road, Kohler

7402	Wriedt, Jeffrey S.	2006 N. 18th Street
2338	Wyckoff, Kevin J.	1921 N. 38th Street
2357	Ziegler, Thomas M.	1312 Kentucky Avenue

TAXICAB DRIVERS LICENSE (December 31, 2019) (NEW)

No.	Name	Address
2823	Santana, Alicia	2724 Main Avenue

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. July 15, 2019.

Your Committee to whom was referred Res. No. 45-19-20 by Alderpersons Wolf and Sorenson authorizing the Purchasing Agent to advertise for bids for the purchase of two online phosphate analyzers and associated filtering accessories at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous; recommends adopting the Resolution.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.4

Res. No. 45 - 19 - 20. By Alderpersons Wolf and Sorenson. June 17, 2019.

A RESOLUTION authorizing the Purchasing Agent to advertise for bids for the purchase of two online phosphate analyzers and associated filtering accessories at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous.

WHEREAS, the Wastewater Treatment Facility is under an interim limit of 0.9 mg / L for effluent total phosphorous with a requirement to reduce total phosphorous as much as practical in the facilities' discharge; and

WHEREAS, Staff expects that the next permit will impose a limit of 0.6 mg / L of effluent total phosphorous; and

WHEREAS, Staff believes that the most effective way to control total phosphorous levels is to install two online phosphate analyzers, which will be used to provide Staff with real time data which can be used to control chemical feeds in order to control total phosphorous; and

WHEREAS, Staff is requesting permission to seek bids for this project, which will include everything necessary for the complete provision, installation, and commissioning of the two phosphate analyzers and integrating them into the system; and

WHEREAS, Staff proposes using funds in the Sewer Line Reconstruction/Relining Program fund to pay for this project.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is hereby authorized to seek bids for the purchase of two online phosphate analyzers and all related services and equipment in order ~~to~~ integrate the two phosphate analyzers into the Wastewater Treatment Facility.

Public Works Appt

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

VIII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 15, 2019.

Your Committee to whom was referred Res. No. 46-19-20 by Alderpersons Sorenson and Mitchell authorizing the appropriate City official to execute the Law Enforcement Agreement between LexisNexis Coplogic Solutions Inc. and the Sheboygan Police Department to provide various products and services related to law enforcement; recommends adopting the Resolution.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

7.2

Res. No. 46 - 19 - 20. By Alderpersons Sorenson and Mitchell.
June 17, 2019.

A RESOLUTION authorizing the appropriate City official to execute the Law Enforcement Agreement between LexisNexis Coplogic Solutions Inc. and the Sheboygan Police Department to provide various products and services related to law enforcement.

RESOLVED: That the Chief of Police is authorized to execute the Law Enforcement Agreement, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the Chief of Police is authorized to execute Orders, as defined in the Agreement, with LexisNexis Coplogic Solutions Inc. which are consistent with the terms of the Agreement.

LH/PS
adopt.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated _____ ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and Sheboygan Police Department, with its principal place of operations at 1315 N. 23rd Street, Sheboygan, Wisconsin 53081 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties".

1. SCOPE. Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

2.1 License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and

b. Agency shall not access or use Services from outside the United States without Provider's prior written approval; and

c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and

d. Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and

e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and

f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and

g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and

h. Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and

i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2 Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the applicable eCommerce portal as set forth on an Order to this Agreement, including but not limited to purchases of Reports from the applicable eCommerce portal by an Affiliate (as defined in Section 16.1 below) of Provider or an Authorized Requestor (as defined in Section 5 below). On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fees collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and its successor.

4.2.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

4.2.1.2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

4.2.1.3. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors (as defined in Section 5 below) shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall exceed the amount a provider may legally charge an Authorized Requestor.

5. RETENTION / DISTRIBUTION. For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. For Services that contemplate the sale of Reports as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Provider's Affiliates from purchasing Reports from the applicable eCommerce portal as set forth in an Order for Affiliate products and services. Provider's Affiliates may distribute previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors and Agency Requestors in accordance with an applicable Order and applicable laws and regulations.

6. TERMS AND TERMINATION.

6.1 Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2 Termination.

6.2.1 Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2 Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3 Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3 Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. RELEVANT LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information from a motor vehicle record obtained by Provider from state Departments of

Motor Vehicles as those terms are defined by the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and its state analogues ("DMV Data"), and that Agency is required to comply with the DPPA or its state analogues, as applicable. Agency agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.

7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.

8.2. Treatment of Confidential Information. To the extent permitted by law, each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information. Nothing in this section or the other sections governing Confidential Information in this Agreement is intended to be inconsistent with Agency's obligations under the Wisconsin Public Records Law.

8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders. Upon receipt of a subpoena or order of a court or other governmental authority (collectively "Subpoena") that seeks Confidential Information, the party that received the Subpoena (the "Ordered Party") shall provide prompt written notice of the Subpoena to the other party. The other party may, at its sole cost and expense, take steps to obtain a protective order or other protection in order to prohibit or limit the requested disclosure. The Ordered Party may disclose Confidential Information to the extent required by the Subpoena in the event the other party does not take steps to prohibit or limit the requested disclosure, or the steps taken are unsuccessful.

Confidential Information disclosed pursuant to a Subpoena shall otherwise remain subject to the terms applicable to Confidential Information.

8.5. Exception for Public Records Requests. For the avoidance of doubt, this Agreement is not Confidential Information. Therefore, the Agency may—subject to compliance with all other requirements of the Wisconsin Public Records Law ("PRA")—disclose this Agreement in response to an appropriate request. In the event that the Agency receives a public records request for a document that is, or reasonably could be interpreted to be, Confidential Information as defined in Section 8.1 of this Agreement, the Agency shall provide Provider with notice of the request. This notice need not be written notice as defined in Section 15 of this Agreement. Provider acknowledges and recognizes that under the PRA, Agency is to respond to public records requests within ten days of receipt, and will provide guidance regarding whether it believes a requested document is protected from disclosure as quickly as is practicable.

8.6. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.7. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.

8.8. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.9. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS. Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES. Agency represents and warrants to provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY. FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION. To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this

Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY. To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed six thousand dollars ($6,000.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from provider's gross negligence, willful misconduct or as a result of Agency's withholding of an Order requested under the PRA per Provider's explicit request. In no event shall Provider or Agency be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES. Except as provided in Section 8.5, all notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1 Affiliates. Agency understands and agrees that certain Services furnished under this Agreement may actually be provided by one or more of Provider's Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder. For the avoidance of doubt, Provider remains liable for all of its obligations to Agency under this Agreement notwithstanding that some aspects of the Services may actually be delivered by an Affiliate.

16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.5 Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8 Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9Governing Law. The Agreement will be governed by and construed under the laws of the State of Wisconsin, excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Sheboygan Police Department**
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Provider: **LexisNexis Coplogic Solutions Inc.**
Signature:_____
Printed Name:_____
Title:_____
Date:_____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:

- **(i)** provide immediate written notice to:
  - **a)** the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
  - **b)** via email to (security.investigations@lexisnexis.com); or
  - **c)** by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
- **(ii)** promptly investigate the situation; and
- **(iii)** obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
- **(iv)** if required by law, or in Provider' discretion, Agency shall:
  - **a)** notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
  - **b)** be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
- **(v)** to the extent permitted by law, remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
- **(vi)** provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated 08/07/2019 ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and Sheboygan Police Department, with its principal place of operations at 1315 N. 23rd Street, Sheboygan, Wisconsin 53081 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties".

1. **SCOPE.** Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including agency name, images and upload date, as applicable.

2. **LICENSE AND RESTRICTIONS.**

2.1 License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and

b. Agency shall not access or use Services from outside the United States without Provider's prior written approval; and

c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and

d. Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and

e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and

f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and

g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and

h. Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and

i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2 Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

Approved by CBC JDS 8.8.19

3. SUPPORT AND MAINTENANCE.

3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of Initial release) hardware, computer operating services or database engines.

3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the applicable eCommerce portal as set forth on an Order to this Agreement, including but not limited to purchases of Reports from the applicable eCommerce portal by an Affiliate (as defined in Section 16.1 below) of Provider or an Authorized Requestor (as defined in Section 5 below). On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fees collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and its successor.

4.2.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

4.2.1.2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

4.2.1.3. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors (as defined in Section 5 below) shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall exceed the amount a provider may legally charge an Authorized Requestor.

5. RETENTION / DISTRIBUTION. For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. For Services that contemplate the sale of Reports as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Provider's Affiliates from purchasing Reports from the applicable eCommerce portal as set forth in an Order for Affiliate products and services. Provider's Affiliates may distribute previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors and Agency Requestors in accordance with an applicable Order and applicable laws and regulations.

6. TERMS AND TERMINATION.

6.1 Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2 Termination.

6.2.1 Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2 Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3 Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3 Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. RELEVANT LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information from a motor vehicle record obtained by Provider from state Departments of

Motor Vehicles as those terms are defined by the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and its state analogues ("DMV Data"), and that Agency is required to comply with the DPPA or its state analogues, as applicable. Agency agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.

7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.

8.2. Treatment of Confidential Information. To the extent permitted by law, each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information. Nothing in this section or the other sections governing Confidential Information in this Agreement is intended to be inconsistent with Agency's obligations under the Wisconsin Public Records Law.

8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders. Upon receipt of a subpoena or order of a court or other governmental authority (collectively "Subpoena") that seeks Confidential Information, the party that received the Subpoena (the "Ordered Party") shall provide prompt written notice of the Subpoena to the other party. The other party may, at its sole cost and expense, take steps to obtain a protective order or other protection in order to prohibit or limit the requested disclosure. The Ordered Party may disclose Confidential Information to the extent required by the Subpoena in the event the other party does not take steps to prohibit or limit the requested disclosure, or the steps taken are unsuccessful.

Confidential Information disclosed pursuant to a Subpoena shall otherwise remain subject to the terms applicable to Confidential Information.

8.5. Exception for Public Records Requests. For the avoidance of doubt, this Agreement is not Confidential Information. Therefore, the Agency may—subject to compliance with all other requirements of the Wisconsin Public Records Law ("PRA")—disclose this Agreement in response to an appropriate request. In the event that the Agency receives a public records request for a document that is, or reasonably could be interpreted to be, Confidential Information as defined in Section 8.1 of this Agreement, the Agency shall provide Provider with notice of the request. This notice need not be written notice as defined in Section 15 of this Agreement. Provider acknowledges and recognizes that under the PRA, Agency is to respond to public records requests within ten days of receipt, and will provide guidance regarding whether it believes a requested document is protected from disclosure as quickly as is practicable.

8.6. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.7. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.

8.8. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.9. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS. Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES. Agency represents and warrants to provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY. FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION. To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this

Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY. To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed six thousand dollars ($6,000.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from provider's gross negligence, willful misconduct or as a result of Agency's withholding of an Order requested under the PRA per Provider's explicit request. In no event shall Provider or Agency be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES. Except as provided in Section 8.5, all notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1 Affiliates. Agency understands and agrees that certain Services furnished under this Agreement may actually be provided by one or more of Provider's Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder. For the avoidance of doubt, Provider remains liable for all of its obligations to Agency under this Agreement notwithstanding that some aspects of the Services may actually be delivered by an Affiliate.

16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.5 Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8 Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of Wisconsin, excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: SheBoygan Police Department
Signature:
Printed Name: Christopher Domagalski
Title: Chief of Police
Date: 08/07/2019

Provider: LexisNexis Coplogic Solutions Inc.
Signature:
Printed Name: William S. Madison
Title: Executive Vice President
Date: 08/09/2019

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. **Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. **Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. **Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:

(i) provide immediate written notice to:
   a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
   b) via email to (security.investigations@lexisnexis.com); or
   c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and

(ii) promptly investigate the situation; and

(iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and

(iv) if required by law, or in Provider' discretion, Agency shall:
   a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
   b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and

(v) to the extent permitted by law, remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and

(vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

LexisNexis® | Coplogic™ Solutions

Order No. 1
eCommerce Services

This Order No. 1 ("Order") is entered into this ___7th__ day of _August____, 2019 ("Order Effective Date") between Sheboygan Police Department ("Agency") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective _08/07/2019_("Agreement") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the right to sell the Agency's crash reports online and to distribute data extracted from the Reports via Provider's eCommerce portal(s), LexisNexis® Police Reports.com, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of Information laws.

3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

   3.1 Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports
   3.2 Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider; and
   3.3 Provide Report retention and distribution services as set forth in Section 5 of the Agreement.

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.

5. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is Six Dollars and 00/100 ($6.00). There shall be no fee to Agency for the Services.

   5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
   a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
   b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
   c) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

Approved by IDS 8.8.19

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Sheboygan Police Department**

Signature: _____

Printed Name: Christopher Domagalski

Title: Chief of Police

Date: 08/07/2019

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Printed Name: William S. Madison

Title: Executive Vice President

Date: 08/09/2019

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. July 15, 2019.

Your Committee to whom was referred Res. No. 47-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (revised date May 9, 2019) for the reconstruction of North Avenue from Calumet Drive to N. 15th Street; recommends adopting the Resolution.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

7.3

Res. No. 47 - 19 - 20. By Alderpersons Wolf and Sorenson. June 17, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (revised date May 9, 2019) for the reconstruction of North Avenue from Calumet Drive to N. 15th Street.

WHEREAS, in 2018 the City entered into the 3rd Revision to the State/Municipal Agreement regarding the road reconstruction of North Avenue from Calumet Drive to N. 15th Street (Project I.D. 4996-01-78/79/80/81) (the "Project"), which superseded what was at that time the most recent version of the State/Municipal Agreement; and

WHEREAS, the City has now been presented with the 4th Revision to the State/Municipal Agreement for the Project; and

WHEREAS, according to the 4th Revision to the State/Municipal Agreement for the Project, the City's total share of the Project cost will be $2,635,158.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the 4th Revision to the State/Municipal Agreement for the Project, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED, the appropriate City Officials are hereby authorized to draw funds from the Capital Improvements Fund (47833140-631200) in payment of the City's share of the Project cost. For the avoidance of doubt, the total amount the appropriate City Officials are authorized to pay for the Project, including any amounts expended to this point, is $2,635,158.

Public Works Adopt

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

4th REVISION
STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT

This agreement supersedes the agreement signed by the Municipality on December 4, 2018 and signed by DOT on December 11, 2018.

Program Name: STP-Urban

Population Group: 50,000 - 200,000
Sub-program #: 206

Revised Date: MAY 9, 2019
Date: JUNE 6, 2014
I.D.: 4996-01-78/79/80/81
Road Name: C SHEBOYGAN, NORTH AVE
Limits: CALUMET DRIVE – 15TH STREET
County: SHEBOYGAN
Roadway Length: 0.6 MILES
Functional Classification: MINOR ARTERIAL
Project Sponsor: CITY OF SHEBOYGAN
Urbanized Area: SHEBOYGAN MPO

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility is 2-4 lanes that are 12 feet wide. The cross section is urban. The pavement is a combination of PCC and HMAC on PCC which has transverse and longitudinal cracking and depressions. The facility was last improved in 1952 and 1983. It has curb and gutter, sidewalk, and bicycle accommodations. There is spot lighting. There is sub-standard horizontal alignment. There is a railroad facility within 1000 feet of the project limits.

Proposed Improvement - Nature of work: The proposed project is a reconstruction of the urban cross section. New concrete pavement, sidewalk, and curb and gutter will be constructed. Signals will be installed. Railroad improvements are proposed. Spot lighting will be installed. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: Concrete base patching, sanitary sewer and watermain construction and excavation, hauling and disposal of petroleum contaminated soil.

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 74% federal funding up to a maximum of $3,528,092 for all federally-funded project phases when the municipality agrees to provide the remaining 26% and all funds in excess of the $3,528,092 federal funding maximum, in accordance with the STP Urban program guidelines for

projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

	SUMMARY OF COSTS						
PHASE	Total Est. Cost	Federal Funds	%	UNION PACIFIC	%	Municipal Funds	%
ID 4996-01-78							
Design	**$356,839**	**$267,629**	**75%***			**$89,210**	**25% + BAL**
State Review	**$89,203**	**$66,902**	**75%***			**$22,301**	**25% + BAL**
4996-01-78 Subtotal	*$446,042*	*$334,531*				*$111,511*	
ID 4996-01-80 Railroad							
Crossing Surface	**$206,280**	**$40,000**	**45%**	**$91,728**	**44%**	**$74,552**	**11%+BAL**
ID 4996-01-81 Railroad							
Signals	**$294,284**	**$150,000**	**80%**			**$144,284**	**20%+BAL**
ID 4996-01-79							
Participating Construction	**$4,704,477**	**$2,735,208**	**74%**			**$1,969,269**	**26% + BAL**
Non-Participating Construction	**$142,335**	**$0**	**0%**			**$142,335**	**100%**
State Review	**$461,560**	**$268,353**	**74%**			**$193,207**	**26% + BAL**
4996-01-79 Subtotal	*$5,308,372*	*$3,003,561*				*$2,304,811*	
Total Est. Cost Distribution	**$6,254,978**	**$3,528,092**	**N/A**	**$91,728**	**N/A**	**$2,635,158**	**N/A**

*The percentage of project costs covered by federal funding at approval, 74%, is based on TIP Committee Action. Due to the federal funding cap, which is $3,528,092 for all federally-funded

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)

Name

Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.

    d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

    f. All applicable DBE requirements that the State specifies.

    g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.

    h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

    c. Storm sewer mains necessary for the surface water drainage.

    d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

    e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

f. Signing and pavement marking.

g. New installations or alteration of street lighting and traffic signals or devices.

h. Landscaping.

i. Preliminary Engineering and design.

j. Management Consultant and State Review Services.

k. Other eligible rail items: Crossing surface and signals

5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2048 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.

   a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

   c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

   d. Conditioning, if required and maintenance of detour routes.

   e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

   f. All work related to underground storage tanks and contaminated soils.

   g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

   h. Real estate for the improvement.

   i. Other 100% Municipally funded items: concrete base patching

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

    e. Provide complete plans, specifications, and estimates.

    f. Provide relocation orders and real estate plats.

    g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    h. Provide maintenance and energy for lighting.

    i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

    a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.

21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the

Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

    a. ID 4996-01-78**:** Design is funded with 75% federal funding, when the municipality agrees to provide the remaining 25%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 75% with federal funding and 25% by the Municipality.

    b. ID 4996-01-80: Costs for railroad crossing surface are funded with 45% federal funding when the municipality agrees to provide 10% and railroad agrees to provide the remaining 44%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).

    c. ID 4996-01-81: Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).

    d. ID 4996-01-79: Construction:

        i. Costs for roadway reconstruction are funded with 74% federal funding when the municipality agrees to provide the remaining 26%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).

        ii. Non-participating Costs for concrete base patching, sanitary sewer and watermain construction and excavation, hauling and disposal of petroleum contaminated soil are funded 100% by the Municipality. Costs include construction delivery

        iii. Costs for this phase include an estimated amount for state review activities, to be funded 74% with federal funding and 26% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).

    e. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **$3,528,092.** This federal funding cap applies to all federally funded project phases.

[End of Document]

II

R. O. No. _____ - 19 - 20. By CITY ATTORNEY. July 15, 2019.

Submitting a Summons and Complaint in the matter of Alisanny Montero (Kurtz), et al. vs. City of Plymouth, et al., Case No. 19-C-0581, Eastern District of Wisconsin.

_____
City Attorney

Finance Personnel

SHEBOYGAN POLICE DEPARTMENT

Memorandum

To: Chief Domagalski
From: Lt. Michael Williams
Date: June 18, 2019
Re: Summons in a Civil Action

Dear Chief,

On June 18, 2019, I was served a summons in a civil action, by Gary Repphun, in the lobby of the Sheboygan Police Department. I have been named for being involved in the execution of the phony warrants with other members of the MEG Unit.

I was assigned as the supervisor of the MEG Unit in 2012 through 2014 and while lawfully working in this capacity, I apparently assisted with the Sheboygan County Sheriff's Department in serving a search warrant in 2013.

I am requesting representation by the City of Sheboygan.

Sincerely,

Michael Williams

Michael Williams

CHIEF CHRISTOPHER DOMAGALSKI
REC: JUN 18, 2019

- File
- Original for City Attorney Charles Adams.

1315 N 23rd Street, Suite 101
Sheboygan, WI 53081
Telephone: 920-459-3333
Fax: 920-459-0205

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

ALISANNY MONTERO ET AL.
Plaintiff(s)

v.

PLYMOUTH, SHEB. CNTY., WIS. ET AL
Defendant(s)

Civil Action No. 19-C-0581

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* LT. WILLIAMS
615 N. 6TH ST. SHEB. WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: JAMES KURTZ ET AL
41 SELMA ST. PLYMOUTH, WI 53073

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date: JUN 10 2019

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):*

_____

were received by me on *(date)* _____.

☐ I personally served the summons and the attached complaint on the individual at *(place):*

_____

_____ on *(date)* _____; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify):* _____

_____.

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

ALISANY MONTERO ETAL Plaintiff(s),

v. Case No. 19-CV-581

PLYMOUTH, SHB CNTY., WIS ETAL

Defendant(s).

CONSENT TO PROCEED BEFORE A MAGISTRATE JUDGE

This form must be filed with the Clerk of Court within 21 days of receipt. Although choosing to have your case decided by a magistrate judge is optional and refusal will not have adverse substantive consequences, the timely return of this completed form is mandatory.

If you do not consent to a magistrate judge hearing your case, a district judge will hear your case. Aside from cases subject to the Prison Litigation Reform Act, magistrate judges in this district generally play no further role in civil cases pending before district judges and do not issue reports and recommendations.

Magistrate judges do not conduct felony trials, and therefore felony trials do not interfere with scheduling and processing of cases before magistrate judges.

Check one:

☐ The undersigned attorney of record or pro se litigant **consents** to have Magistrate Judge William E. Duffin conduct all proceedings in this case, including a bench or jury trial, and enter final judgment in accordance with 28 U.S.C. § 636(c) and Federal Rule of Civil Procedure 73(b).

☐ The undersigned attorney of record or pro se litigant **refuses** to have a magistrate judge enter final judgment in this matter.

Signed this ____ day of _____. _____.
(date) (month) (year)

_____
Signature of counsel of record or pro se litigant
☐ Plaintiff / petitioner (attorney or pro se litigant)
☐ Defendant / respondent (attorney or pro se litigant)
☐ Other party

ASSIGNMENT OF CIVIL CASES
EASTERN DISTRICT OF WISCONSIN

At the time a new civil action is filed, it is assigned by random selection to either a district judge or a magistrate judge in accordance with the local rules. Pursuant to the provisions of 28 U.S.C. §636(c) and Rule 73 of the Federal Rules of Civil Procedure, a United States Magistrate Judge may, with the consent of the parties, conduct all proceedings in this civil action, including a bench or jury trial and order the entry of judgment. The statute provides for direct appeal to the U.S. Court of Appeals for the Seventh Circuit.

Once the assigned district or magistrate judge has been selected, the local rules of this district require that each party to the action receive a copy of the "consent form." Each party shall complete the form and file it with the Clerk of Court **within 21 days** after its receipt.

If this case has been randomly assigned to a **district judge** and all parties consent to have the magistrate judge conduct all proceedings in the case, the district judge may enter an order transferring the case to the magistrate judge.

If this case has been randomly assigned to a **magistrate judge** and not all parties consent, then the case will be reassigned by random selection to a district judge. If all parties consent, the magistrate judge will conduct all proceedings in the action.

While the decision to consent or not to consent to the exercise of jurisdiction by the magistrate judge is entirely voluntary, the duty to respond to this order is **mandatory**. Your response shall be made to the Clerk of Court only on the form on the reverse side of this notice.

IT IS THEREFORE ORDERED, that you complete this form and file it with the Clerk of Court within **twenty-one (21) days** from receipt.

UNITED STATES DISTRICT COURT

s/William C. Griesbach
Honorable William C. Griesbach,
Chief Judge

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF WISCONSIN

ALISANNY MONTERO (KURTZ)

JAMES D. KURTZ

DIANE K. MUELLER

CASE NO. 19C581

PLAINTIFFS

VS.

CITY OF PLYMOUTH, SHEBOYGAN COUNTY, STATE OF WISCONSIN,

DEFENDANTS

U.S. DISTRICT COURT
EASTERN DISTRICT-WI
FILED
2019 APR 23 P 1:31
CLERK

CIVIL COMPLAINT PURSUANT TO 42 USC 1983,1985,1986

A. PARTIES

PLAINTIFFS:

1. ALISANNY MONTERO (KURTZ) IS JAMES KURTZ WIFE AND RESIDES WITH HIM.
2. JAMES D. KURTZ IS A CITIZEN OF THE USA AND RESIDES WHEN INSIDE THE COUNTRY AT 41 SELMA ST. PLYMOUTH, WISCONSIN 53073 BECAUSE OF CRIMINAL OPERATIONS OF THE DEFENDANTS JOINTLY IN CONCERT.
3. DIANE K. MUELLER IS A CITIZEN OF WISCONSIN AND RESIDES AT 330 S. BRUNS AVE. PLYMOUTH WIS. 53073.

DEFENDANTS

NAME	POSITION	ADDRESS
SCOTT WALKER	GOV. 2011-19	CAPITOL BDG MADISON WI.
TONY EVERS	GOV. 2019 ON	"
BRAD SCHIMEL	ATTY. GEN. 2015-19/JUDGE	WAUKESHAW COUNTY CT.
JAMES DOYLE	A.G. 1991-2003/GOV. 2003-11	"
STATE OF WIS.	STATE USA	"
SALLY TESS	REG. CHIEF DOC	WAUKESHAW
JENNIFER WHITEHEAD	SHB. DOC PROB. AGENT (WAS)	SHEBOYGAN FALLS
DOUG SUNDSMO	"	WILGUS ROAD SHB. WIS.
LAURA HENNING LORENZ	TREASURER SHB. CNTY	NEW YORK AVE.
REBECCA PERSICK	STATUS JUDGE/CORP COUNSEL	615 N. 6TH ST. SHEB
ANGELA SUTKIEWICZ	STATUS JUDGE	

PETE S. BLDG. ENSP. PLYM. CITY HALL

JAMES BOLGERT	STATUS JUDGE SHB. CNTY	615 N. 6TH ST. SHB. 53081
JOEL URMANSKI	STATUS OF D. SHB. CNTY	
JOE DECECCO	STATUS OF D.A. SHB. CNTY.	"
TODD PREIBE	STATUS X SHRF SHB.CNTY	NEW YORK AVE.
MIKE HELMKE	STATUS X SHRF	"
CORY ROESELER	STATUS SHERIFF SHB. CNTY	NEW YORK AVE.
~~JOHN DOE~~	~~SHB. CNTY SHRF DEPUTY FALSE SWEARING~~ WARRANT/FALSE COMPLAINT 2013 WARANT	
ADAM N. PAYNE	ADMINISTRATOR SHB. CNTY.	"
SHEBOYGAN COUNTY	MUNICIPALITY	PLYMOUTH CITY HALL
JEFF G. TAUSCHECK	PLYMOUTH CHIEF OF POLICE	CITY HALL
TOWN OF RHINE	MUNICIPALITY	TOWN HALL
RON PLATZ	T.R. BOARD CHAIRMAN	TOWN HALL
CITY OF PLYMOUTH	MUNICIPALITY	CITY HALL
JANET C. LAMMERS	REQUESTOR OF WRONGS JOINTLY	326 DEWEY LN. PLYM
GUST C. LAMMERS	REQUESTER OF WRONGS JOINTLY	N7401 RACETRACK RD.
LAMMERS LITTLE LAMBS LLC	CORP OF JANET LAMMERS	326 DEWY LANE
BRIAN YERGES	PLYMOUTH CITY ADMINISTRATOR STATUS	CITY HALL
DON POHLMAN	MAYOR CITY OF PLYMOUTH	CITY HALL
DWIGHT DARROW	ATTORNEY FOR LAMMERS JOINT ACTOR	822 NIAGRA AVE.
COREY NORLANDER	DETECTIVE SHB CNTY STATUS	NEW YORK AVE.
ERIC PASHLEY	DET. SHB. CNTY WITH NORLANDER	"
JAMES HAASCH	X- ASSIST D.A. BY STATUS	615 N. 6TH ST. SHB. WI
LANCE DASSLER, LT. WILLIAMS, INSPECTOR BERGMAN, TODD TRASS(DEPUTY)		SHEBOYGAN COUNTY
OFFICERS FOR PARTS IN THE WARRANTS ETAL		615 N. 6TH ST.
JUSTIN DANIELS	MEG UNIT PLYMOUTH OFFICER PARTICIPATING	CITY HALL PLYMOUTH
WIMMER	DCI AGENTS OF WISCONSIN	DOJ MADISON
BASIL	DCI AGENT OF WISCONSIN	DOJ MADISON
SGT WEILGOSH	SHB.SHRF. DEPUTY (FALSESWORE CRIMINAL COMPLAINT)	NEW YORK AVE
EPPING	X SHRF CHAIR OF LAW ENFORCEMENT COMMITTEE	NEW YORK AVE. SHB.

CRIMINAL UNCONSTITUTIONAL WRONG DOER WITH OTHERS SEE POSTIT

STATEMENT OF CLAIM

THIS IS A CIVIL SUIT AGAINST THE DEFENDANTS PURSUANT TO 42 USC 1983, 1985, 1986 PURSUANT TO THE CIVIL RIGHTS ACT OF 1871, BILL OF RIGHTS, HUMAN RIGHTS ACCORDS, ADA 1990, AND ANTITERORISM ACTS AS RELATED TO HOMEGROWN TERRORISTS.

JURISDICTION OF THE DISTRICT COURT IS CLAIMED UNDER 28 USC 1331-1333.

AS TO THE CIVIL RIGHTS ACT THE DEFENDANTS ARE SUED IN THEIR PERSONAL CAPACITY FOR MONEY DAMAGES AND IN THEIR OFFICIAL CAPACITY FOR INJUNCTIVE RELIEF.

AS TO THE ADA AND OTHER CLAIMS ITS ALEDGED THERE IS NO SOVEREIGN IMMUNITY UNDER THE 11TH AMENDMENT.

ALISANNY M. KURTZ IS AT ALL TIMES HERETO FROM FEBRUARY 11, 2019 JAMES KURTZ' WIFE AND CLAIMS RIGHTS OF ACTION AGAINST THE DEFENDANTS IN THAT CAPACITY AND AS JMES KURTZ' ONLY HIER AND AS TO HER PROPERTY RIGHTS BY MARRIAGE FROM JAMES AND HIS PROPERTIES. FURTHER SHE CLAIMS HEREIN HER DIRECT INJURYS HEREIN BY THE DEFENDANTS PRIOR TO MARRIAGE AND AFTER, ON GOING, SUCH AS THE TAKINGS OF AT LEAST 25,000 DOLLARS A YEAR FROM FAMILY PROPERTY AT RACETRACK ROAD STOLEN BY CRIMINAL UNCONSTITUTIONAL MEANS CORRUPTLY. FURTHER SHE CLAIMS HALF INTEREST IN ALL PROPERTY JAMES KURTZ' PROPERTY MADE OR MAKES AND OR COULD MAKE INCLUDING SUIT MONEY NOW ESTOPED BY WRONG DOERS.

THAT AT ALL TIMES HERETO THESE ARE EXIGENT CIRCUMSTANCES, AS WAS THE TAKINGS IN THE FIRST PLACE IN 2009, IN WHICH THE USED COURTS AND 7TH CIRCUIT VIOLATED THEIR OWN ORDERS AND SAID EXCEPTION.

THAT PLAINTIFFS INCORPORATE AS IF RESTATED THE SUIT 12C202 FILED IN USED REGARDING THE TAKING OF THE PROPERTIES AT RACETACK ROAD BY DEFENDANTS ETAL IN 2009 WITHOUT A WARRANT AND WITHOUT ANY COURT ORDER CRIMININALLY AND AUTHORIZED BY THE U.S. JUDGES INVOLVED TO DATE ON GOING CAUSING INJURY TO PLAINTIFFS INTO THE FUTURE.

AT ALL TIMES HERE THE U.S. DISTRICT COURT ETAL CAUSED THIS WRONGFUL CONDUCT TO HAPPEN BY FAILING AND REFUSING TO ALLOW JAMES D. KURTZ AND OR THE OTHER PLAINTIFFS TO PROCEED IN USED REGARDING THE TAKINGS OF PROPERTIES THIS ARISES FROM, THEREBY CAUSING THE KIDNAPPING BY COLOR OF OFFICE TO HAPPEN BY THE DEFENDANTS WHO GOT THE GREEN LIGHT FROM THE US COURTS AND JUDGES INVOLVED CAUSING MULTIPLICITY OF LAW SUITS AS IN PAST.

THAT AT ALL TIMES HERETO DIANE K. MUELLER IS PLAINTIFF WITH RIGHTS OF ACTION HEREIN AS TO THE UNLAWFUL AND UNCONSTITUTIONAL SEARCH AND SIEZURES HEREIN RELATED AND AS TO MANY OF THE FALSIFIED PLYMOUTH CITY POLICE REPORTS MADE BY THEM REGARDING HER PROPERTY AT 330 S. BRUNS AVE PLYMOUTH WISCONSIN, FURTHER THROUGH ASSOCIATION WITH JAMES KURTZ AS A FRIEND AND CRIMINAL UNCONSTITUTIONAL WRONGS HEREIN TOWARD HER AS A RESULT OF ENFORCING HER RIGHTS PRIVILEGES AND IMMUNITIES SUCH AS TO ASSOCIATE WITH KURTZ' AND OTHERWISE. SHE CLAIMS HEREIN THE DISTRICT COURT AND 7TH CIRCUIT VIOLATING THERE OWN COURT ORDERS TOWARD JAMES KURTZ LAID THE GROUND WORK FOR DEFENDANTS HEREIN THREATENING AND MAINTAINING CRIMINAL UNCONSTITUTIONAL WRONGS AGAINST HER.

EACH OF THE DEFENDANTS IS CLAIMED, AT ALL TIMES HERETO, TO HAVE BEEN ACTING UNDER COLOR OF STATE LAW AND OR CLAIMING TO AND OR PARTY TO THE SAME. THAT THEY ACTED/OMMITED THEIR DUTIES, WRONGFULLY DENYING PLAINTIFFS THEIR RIGHTS, PRIVIVILEGES, AND IMMUNITIES GRANTED BY THE CONSTITUTION AND LAWS OF THE UNITED STATES AND OF THE STATE OF WISCONSIN AS RELATED AS THE BILL OF RIGHTS AND AS A RESULT HAVE INJURED AND CONTINUE TO INJURE THE PLAINTIFFS INTO THE FUTURE.

ITS ALEDGED THAT SAID WRONGS BY DEFENDANTS WERE KNOWING,WANTON,WILFUL, MALICIOUS,ABUSIVE, DONE SOLELY TO HARM PLAINTIFFS, RECKLESS,DELIBERATE, OUTRAGEOUS, OBJECTIVELY UNREASONABLE, WITHOUT PROBABLE CAUSE, OFFICIAL CAPACITY, LAWFUL/FUNCTIONAL AUTHORITY, JURSIDICTION, UNECESSARY, WANTON INFLICTION OF HARM AND INJURYS, RETALIATION SELECTIVE, CONCIOUS CHOICE, WITHOUT DUE PROCESS/EQUAL PROTECTION OF LAW, MEANINGFUL ACCESS/REDRESS, CRIMINAL, TERRORIST ACTS, DONE JOINTLY AND IN CONCERT

THE INSTANT ACTION ARISES FROM THE 2009 CRIMINAL UNCONSTITUTIONAL TAKINGS/SEIZURES OF PROPERTIES BY THE DEFENDANTS AND ASSOCIATES IN FACT, WITHOUT A WARRANT AND/OR A COURT ORDER,FROM JAMES D. KURTZ LOCATED AT N7401 RACETRACK ROAD(A HOUSE AND ONE ACRE AND PERSONAL PROPERTY INSIDE IT AND RECORDS) AND N7445 RACTRACK ROAD(A BARN, OUT BUILDING AND 55 ACRES AND RELATED PERSONAL PROPERTY). INCORPORATED AS IF RESTATED WORD FOR WORD IS THE PRIOR COMPLAINT FILED BY JAMES D. KURTZ, BUZZ ENERGIES, DIANE MUELLER AND THOMAS MUCHA IN THE USED WISCONSIN, WHERE IN THE COURT REFUSED PLAINTIFFS THE RIGHT TO SUE AND OR INJOIN AND RESTRAIN THE CRIMINAL UNCONSTITUTIONAL OPERATIONS OF THE STATE, COUNTY, CITY OF PLYMOUTH, TOWN OF RHINE ETAL AND DISMISSED THE CASE WITHOUT PREJUDICE IN VIOLATION OF THE LAWS AND CONSITUTION OF THE USA BECAUSE THE GROUNDS FOR DISMISSAL WERE MADE UP PRIVIOUSLY BY CORRUPT JUDGES IN THE USED, USWD, AND 7TH CIRCUIT AND BECAUSE THEY ALL VIOLATED THE EXIGENT CIRCUMSTANCE EXCEPTION BESIDES SUPREME COURT RULING WITHOUT EVER MAKING A LEGITIMATE RECORD TO BACK THE B.S. CLAIMED BY THE JUDGES WHO PEDALED INFLUENCE FOR CRIMINALS IN OFFICE AND OPERATING FELONYS IN THE U.S. COURT HOUSE BEFORE FEDERAL JUDGES ILLEGALLY.

THE STATE ETAL CLAIMED THEY HAD THE FEDERAL COURTS IN THEIR POCKETS AND FROM THIS ACTIVITY HEREIN IT APPEARS THEY DID AS WELL AS OTHER FEDERAL OFFICIALS.

THE INSTANT ACTION IS A SUIT AGAINST THE DEFENDANTS FOR KIDNAPPING BY COLOR OF OFFICE OF JAMES D. KURTZ, AFTER THREATS, FOR THE MANUFACTURED CRIME OF STALKING FOR ENFORCING AND OR ATTEMPTING TO ENFORCE CONSTITUTIONAL AND STATUTORY RIGHTS REGARDING THE TAKINGS/SIEZURES OF PERSONAL, AND REAL PROPERTIES OF JAMES D. KURTZ AT RACETRACK ROAD. WHEREIN THE INITIAL FALSE ARREST WARRANT WAS ISSUED BY DOC AGENT SUNDSMO AND BOSSSES AT REQUEST OF SHERIFF TODD PRIEBE UPON THE COMPLAINT OF THE SHEBOYGAN COUNTY TREASURER LAURA HENNING LORENZ, (RECORD FALSIFIER WITH HIM ETAL) FOR JAMES D. KURTZ SPEAKING FREELY ABOUT THE SHERIFF HELMKE ETAL CRIMINAL OPERATIONS AT RACETRACK ROAD IN 2009 AND THAT JAMES D. KURTZ HAD THE RIGHT TO KILL SAID SHERIFFS AND OR HAVE OTHERS AID HIM TO DO SO TO STOP THEM, AFTER THE SHERIFF THROUGH DETECTIVES/DEPUTIES CLAIMED THEY WOULD USE DEADLY FORCE ON KURTZ TO STEAL HIS PROPERTY AT RACTRACK ROAD WITHOUT A WARRANT OR COURT ORDER.

THIS WAS THE SCAM WHICH WAS LATER DISMISSED AS LEGAL BY D.A.'S OFFICE AFTER USED FOR KIDNAPPING OF KURTZ AND BASIS FOR ISSUANCE OF STALKING CHARGES AND PHONY WARRANTS AND ALL FUTHER PHONY PROCESS AND CRIMINAL HOLDING FOR 9 MONTHS BY DOC WARRANT THAT WAS

THAT INCORPORATED ARE ALL FACTS 12C202 AS FOUNDATION FOR THIS SCAM BY DEFENDANTS.

THAT REBECCA PERSICK WAS THE COURT COMMISSIONER IN CASE 9 CV 698 SHEBOYGAN COUNTY WHEREIN JAMES KURTZ FILED PETITIONS FOR INJUNCTION AND OR RESTRAINING ORDERS AGAINST JANET AND GUST LAMMERS REGARDING THREATS AND CRIMINAL OPERATIONS WITH THE STATE AND THE COUNTY PRIOR TO THE TAKINGS IN 2009 AT RACETRACK ROAD AND OTHER WRONGS.

THAT PERSICK HELD AN EXPARTE HEARING AND OBSTRUCTED KURTZ' RIGHT TO ACT AS COUNSEL AND ACCESS TO THE COURT PRIOR TO EX PARTE HEARING WITH AID OF SHEBOYGAN COUNTY/STATE OFFICIALS AND JANET C. LAMMERS AND GUST C. KURTZ AND FOR ATTORNEY DWIGHT DARROW WHO REQUESTED THE CRIMINAL INFLUENCE PEDALING FOR HIM AND HIS CLIENTS ETAL AND HE COUNSELED STATE AGENTS TO STEAL PROPERTIES FOR HIM AND CLIENTS WITH COUNTYS AGENTS

IN 2009 THE STATE/COUNTY AND THEIR AGENTS DID STEAL KURTZ' HOUSE AT N7401 RACETRACK ROAD AND PERSONAL PROPERTY IN IT WITHOUT A WARRANT AND OR A COURT ORDER

IN 2009 THE STATE/COUNTY AND THEIR AGENT DID STEAL KURTZ' 55 ACRE FARM AND BARN NEXT TO HIS HOUSE AND PERSONAL PROPERTY ON IT WITHOUT A WARRANT AND OR COURT ORDER.

THAT ANIMALS WERE STOLEN FROM KURTZ' BARN AND REMOVED FROM THE PREMISES AFTER SHERIFFSS AND ALL ADMITED SAME KURTZ' AND SAME WAS BUTCHERED EATEN AND SOLD AND CONCEALED UPON FILING OF COMPLAINTS ALL OVER COUNTY CITY TOWN AND STATE.

THAT THREATS WERE MADE TO STEAL THE PROPERTY BY JANET C. LAMMERS BY THE SHERIFFS AND STATE IN HER BEHALF, WHICH THEY DID.

THAT THE STATE COUNTY CITY OF PLYMOUTH FROM 2009 STOLD WITH JANET C. LAMMERS AND GUST LAMMMERS AND LAMMERS LITTLE LAMBS AND ART LAMMERS STOLD THE SAID PROPERTIES AND STOLD THE MONEYS SAID PROPERTY WAS MAKING AND OR CAPABLE OF MAKING, INTO THE FUTURE

THAT DEFENDANTS AS ALL TIMES HERE TO WHILE ACTING JOINTLY AND IN CONCERT, AND AUTHORED A POST IT NOTE TO ATTORNEY BUESING OR HE WROTE IT AS NOTE OF BOSSES ORDERS REQUESTING THE COUNTY GET KURTZ BECAUSE HE NOW WAS GOING AFTER LAW ENFORCEMENT COMMITTES CHAIR EPPING AN X COUNTY COP CRIMINALLY INVOLVED,BECAUSE KURTZ HAD GIVEN HIM LEGAL NOTICE NOTE TO ATTORNEY CARL BUESING CORPL COUNSEL(THIS IS THE SMOKING GUN STARTING THE MANUFACTURED STALKING SUIT FOR KURTZ KEEPING TRACK OF HIS PROPERTY STATE COUNTY STOLD WITH JANET AND GUST LAMMERS AND ART LAMMERS AND LAMMERS LITTLE LAMBS.

THAT AT ALL TIMES HERETO THE CLAIMS REGARDING THE KIDNAPPING THREATS, AND KIDNAPPING BY COLOR OF OFFICE HEREIN, ARISES FROM THE PRIOR KIDNAPPING ON A CRIMES THAT NEVER EXISTED AND FURTHER ARISES FROM THE PRIOR TAKINGS BY THE COUNTY AND STATE ETAL IN 2009 OF PROPERTIES ON RACETRACK ROAD OF JAMES KURTZ.

THAT INCORPORATED ARE FACT STATEMENTS IN WARRANT FACTS, LIST OF ACTORS AND CAUSES OF ACTION. ALSO CLAIMED PLYMOUTH CONSPIRED TO ARREST HEREIN WITH COUNTY FOR KURTZ IN DAYS GOING TO HAVE WENT ON STREET WITH SIGNS TO INFORM TAXPAYERS OF CRIMES BY COUNTY STATE AND CITY AND TOWN OF RHINE MORE GROUNDS TO SILENCE KURTZ. KURTZ ASKED CITY COPS IF PERMIT WAS NEEDED FOR THE PICKETING WITH SIGNS ABOUT FELONS IN OFFICE AND PROTECTING

WARRANT FACTS

1. EACH WARRANT HEREIN ISSUED BY REBECCA PERSICK STATUS OF COURT COMMISIONER SHEBOYGAN COUNTY AND STATUS OF PRIOR SHEBOYGAN COUNTY CORPORATION COUNSEL, AND CRIMINAL UNCONSTITUTIONAL WRONG DOER JOINTLY WITH COUNTY AND STATE,D.A.S/AND LAMMERS ETAL LAYING THE GROUND WORK FOR THE FAKE WARANTS DIRECTLY FROM FOREORDAINING THE OUTCOME OF RESTRAINING ORDERS AND INJUNCTIONS FILED BY KURTZ IN 2009 PRIOR TO THE TAKINGS OF PROPERTY AT N7401/N7445 RACETRACK ROAD (SHE CAN NOT SIGN THESE WARANTS AS NOT NUETRAL AND DETACHED AS A MATTER OF RECORD AT THE TIME AND KNOWN TOO HER ETAL INVOLVED)

2. PRIOR TO AND IN PREPARATION OF THE FALSESWORN AND MANUFACTURED WARRANTS DOUG SUNDSMO WAS ASKED TO MANUFACTURE AN ARREST WARRANT FOR JAMES KURTZ BY SHERIFF BY STATUS PRIEBE IN WHICH HE DID(CLAIMING KURTZ COULD NOT SPEAK FREELY ABOUT HOW HE AS A CITIZEN AND OR HIS ASSOCIATES COULD HAVE SHOT AND KILLED THE SHERIFFS AND STATES AGENTS ETAL THREATENING DEADLY USE OF FORCE TO STEAL KURTZ HOME AND FARM WITHOUT A WARRANT AND OR COURT ORDER)(THIS SCAM COMPLAINT CAME FROM FELONY ACTIVE TREASURER SHEBOYGAN COUNTY)AND WHICH AROSE FROM THE 2009 TAKINGS APPROVED BY HIS BOSSES WHO ALL WERE INVOLVED INSAME FRAUD SCAM WHO SHERIFF AT THE TIME WAS IN COMMISSION OF FELONYS AND UNCONSTITUTIONAL CONDUCT WITH AS PRIOR SHERIFF AND HIS EMPLOYEE HELMKE(PROTECTED FELONY OPERATIONS BY SHERIFF, DAS AND JUDGES INVOLVED AND OTHERS)

3. THAT PRIOR TO AND IN PREPARATION, THE COUNTY BOARD AND JOHN DOE, CONCEALED MEMBERS AND D.A.S AND SHERIFF(S) CONTACTED THE CORPORATION COUNSEL CARL BUESING CLAIMING ACCORDING TO A POST IT ON A FILE BUESING PRODUCED, THAT THEY THE COUNTY AND SHERRIFFS ETAL HAD TO STOP OR GET KURTZ BECAUSE HE HAD WENT AT SAID TIME TO THE LAW ENFORCEMENT CHAIRMAN OF COUNTY BOARD (AN X SHERIFF DEPUTY INVOLVED WITH SCAMS) EPPING AND GAVE HIM LEGAL NOTICE TO CEASE AND DECIST THE TAKINGS OF PROPERTY AND RELATED CRIMINAL OPERATIONS ON KURTZ OR HE WOULD NAME HIM AND COUNTY FOR FUNDING THE FELONYS MAINTAINING SHERIFFS FELONY COVERUP AND FELONY THREATS AND UNCONSTITUTIONAL CONDUCT. (THIS WAS AFTER GOING TO THE COUNTY CHAIRMAN AND ADMINISTRATOR WHO DID NOTING BUT PLAY STUPID AND REFUSED TO MAKE LEGITMATE RECORDS WITH COUNSELS COUNSELING.

4. IN PREPARATION FOR THE FABRICATED WARRANTS AND KIDNAPPING BY COLOR OF OFFICE, OVER TIME NUMEROUS COMPLAINTS WERE MADE TO THE COUNTY COPS AND COUNTY BOARD AND TO THE CITY OF PLYMOUTH AND CITY POLICE AND THE TOWN OF RHINE AND THEIR COUNSEL ALL WHITE WASHED AND OR IGNORED MATERIALLY MANUFACTURING RECORDS BY OMMISSION/COMMISION IN THE COVERUP OPERATIONS HEREIN RELATED PRIOR TO 2008 AND IN 2009 ESPECIALLY, TO DO THE TAKINGS, AND THEN TO COVER THEM

UP, AND MAINTAIN THREATS AND OBSTRUCTION OF JUSTICE. THESE 14TH AMEND VIOLATIONS WERE THEN IN TURN USED TO MANUFACTURE THE WARRANTS AND THE FALSESWORN AFFIDAVITS. VIOLATING THE 4TH AND 14TH AMENDS AND WARRANT CLAUSE.

5. FIRST WARRANT WAS ISSUED ON 502 REED STREET PROPERTY IN PLYMOUTH WISCONSIN SIGNED BY PERSICK ON APRIL 26, 2013 AT 11:23 AM AND RECEIVED BY CORY NORLANDER SAID DATE AND TIME AND SIGNED BY NORLANDER SHOWING RECEIPT.(ATTACHED AND INCORPORATED) THIS WAS THE RESIDENCE OF JAMES D. KURTZ AND THOMAS MUCHA WHO OWNED SAID PROPERTY. (WARRANT CLAIMED ISSUED FOR EVIDENCE OF STALKING ARISING FROM THE CRIMINAL UNCONSTITUTIONAL THEFTS AND SIEZURES 2009 BYE THE SAME CRIMINAL UNCONSTITUIONAL ACTORS AND ASSOCIATES IN FACT)(TERRORIST ACTIVITIES BASED ON PRIOR THREATS)

6. THE SECOND WARRANT WAS ISSUED THE SAME DATE AND TIME BY PERSICK AND RECEIVED BY NORLANDER, IT BEING ISSUED FOR JAMES D. KURTZ/BUZZ ENERGIES 2012 BLACK TOYOTA PRIUS (ATTACHED AND INCORPPORATED)AND CLAIMING FOR THE SAME REASONS LOOKING FOR EVIDENCE OF STALKING JANET AND OR GUST LAMMERS THEIR CO CONSPIRATORS IN THE THEFT OF PERSONAL AND REAL PROPERTY AT N7401/N7445 RACETRACK ROAD IN THE TOWN OF RHINE, SHEBOYGAN COUNTY(RURAL PLYMOUTH ADDRESS). THE 2012 PRIUS WAS SIEZED BY NORLANDER ETAL IN THE CITY OF SHEBOYGAN ON OR ABOUT SAID DATE AND JAMES D. KURTZ WAS ARRESTED ON THE PHONY WARRANT ARISING FROM THE COMPLAINT OF THE TREASURER AND AT THE REQUEST BY PRIEBE TO SUNDMO AND BY SUNDSMOS BOSSES WHO WERE INSTRUMENTAL IN DIRECTING THE SEIZURES AT RACETRACK ROAD IN 2009 WITH SHERIFFS ETAL WITH NO WARRANTS OR COURT ORDERS.

7. THE THIRD WARRANT WAS ISSUED THE SAME DATE AND TIME BY PERSICK AND RECEIVED BY NORLANDER AND IT WAS ISSUED FOR 330 S. BRUNS ST.(WHICH IS ACTUALLY AVENUE) ATTACHED AND INCORPORATED, WHICH BELONGED TO DIANE K. MUELLER. IT CLAIMED THE SAME REASON FOR ISSUANCE OF THE WARRANT BUT CLAIMED FRAUDULENTLY AND CRIMINALLY THAT JAMES KURTZ LIVED THERE AS AT 502 REED STREET WHEN HE ONLY LIVED AT 502 REED ST. AS DOCUMENTED IN STATES RECORDS AT DOC AND SHERIFF AND CITY COPS(NO EVIEDENCE SUPPORTED THE FALSE ALEGATIONS OTHER THAN NORLANDER FAKE HEARSAY ON HEARSAY AFFIDAVIT NOT ON PERSONAL KNOWLEDGE.

8. THE 4TH WARRANT WAS THE WARRANT FOR KURTZ ARREST BY DOC AGENT SUNDMO WHO FABRICATED THE WARRANT AT REQUEST OF SHERIFF AND COMPLAINT BY TREASURE FOR SPEAKING FREELY AND THE TRUTH AND THE LAW.

9. THE 5TH WARRANT WAS ISSUED FOR STALKING ON KURTZ BY PERSICK SUPERSEDING THE ORIGINAL PHONY WARRANT BY COPS DAS AND DOC AGENT SUNDMO AND ARISING FROM HER OWN CRIMINAL UNCONSTITUTIONAL CONDUCT IN ENABLING THE FELONY TAKINGS ON RACETRACK ROAD FOR HER CRIMINAL ASSOCIATES IN FACT AND LAMMERS AND THEIR

ATTORNY DWIGHT DARROW WHO REQUESTED SAID FELONYS AT X PARTY HEARINGS AND MORE.

10. THE 6TH WARRANT CLAUSE VIOLATION WOULD BE THE SEARCH AT 502 READ STREET IN PLYMOUTH DONE BY THE PETE THE BUILDING INSPECTOR AT THE REQUEST OF TAUSCHEK THE CITY CHIEF OF POLICE AND THE COUNTY OFFICERS IN CHARGE OF THE SEARCH PERSICK SIGNED FOR, THIS SEARCH HOWEVER EXCEEDING THE SCOPE OF PERSICKS SEARCH WARRANTS SHE ISSUED

11. THAT AT ALL TIMES HERETO THE MATERIAL FACTS USED TO ISSUE THE WARRANTS WERE FABRICATED BY PERSICK HER SELF BY HER OWN OPERATIONS SHE OMITTED DELIBERATELY WITH OTHERS INVOLVED AND OR COMMITED JOINTLY AND IN CONCERT,(PRIOR, DURING, AFTER).

12. THAT AT ALL TIMES HERETO THE AFFIDAVITS BY NORLANDER WERE DELIBERATELY AND MATERIALLY MANUFACTURED AND USED TO MANUFACTURE THE WARRANTS KNOWN TO ALL INVOLVED

13. THAT IN SAID DELIBERATELY FALSIFIED AFFIDAVIT OF NORLANDER HE SWEARS SAME ON INFORMATION AND BELIEF HE CLAIMED, (NOT ON PERSONAL KNOWLEDGE)(ALSO HE FAILED TO STATE IF HE WAS LEGALLY ABLE TO ATTEST THERETO), HE CLAIMS, HE BASIS THE AFFIDAVIT, ON HIS OWN INVESTIGATION(WHICH HE DELIBERATELY MANUFACTERED THE CLAIMS BY OMMISSION AND COMMISSION AFTER NUMEROUS LEGAL NOTICES TO SHEBOYGAN COUNTY AND STATE ETAL.)

14. NORLANDER ALSO FABRICATES HIS AFFIDAVIT BY DELIBERATELY CLAIMING TO RELY ON THE DELIBERATELY FABRICATED REPORTS OF HIS ASSOCIATES IN FACT (DEPUTIES AND DETECTIVES)WHO FABRICATED SHERIFF DEPARTMENT REPORTS FOR THE COUNTY STATE AND OTHERS INVOLVED AS NORLANDER, ALL JOINTLY AND INCONCERT AND IN WHICH HE KNEW WERE NOT RELIABLE AND FROM THOSE WHO MADE THREATS DIRECTLY AGAINST KURTZ AND OR IN BEHALF OF THE SHERIFFS DEPARTMENT AND OTHERS INVOLVED.

15. NORLANDER ALSO IN THE FALSIFIED AFFIDAVIT CLAIMS TO RELY ON MANUFACTURED DOCUMENTS FROM THE CITY OF PLYMOUTH AND AGENTS WHO HE KNEW TO HAVE BEEN PROTECTING FELONY AND UNCONSTITUTIONAL CONDUCT OF THE THE SHERIFFS DEPARTMENT AND THE STATE AND COUNTY IN GENERAL AND OTHERS INVOLVED INCLUDING GUST AND JANET LAMMERS AND HE KNEW THE GOVERNOR AND ATTORNEY GENERAL WERE INVOLVED IN COVERUP OF THE WHOLE SCAM FOR THE COUNTY STATE AND TOWN ETAL.

16. NORLANDER ALSO IN THE FALSIIFIED AFFIDAVIT SIGNED APRIL 26TH 2013 IN PURSUANCE OF THE PHONY GENERAL SEARCH AND SIEZURE WARRANTS (WITHOUT ANY PROBABLE CAUSE AND OR LEGITIMATE REASONS OBJECTIVELY)ON PAGE 20, SAYS HE BELIEVES HE HAS SET OUT A COURSE OF CONDUCT AGAINST JANET AND GUST LAMMERS BY JAMES KURTZ AND

SERIOUS EMOTIONAL DISTRESS TO JANET AND GUST LAMMERS BY JAMES KURTZ AS A RESULT OF JAMES KURTZ' CONDUCT, (VIOLATING 940.32 WIS STATS.)WHICH ARISES FROM GUST AND JANET LAMMERS AND ART LAMMERS AND LAMMERS LITTLE LAMBS, WITH THE SHERIFFS AND THE STATE AND THEIR AGENTS AND ASSOCIATES ETAL CRIMINAL UNCONSTITUTIONAL TAKINGS OF JAMES D. KURTZ' PERSONAL AND REAL PROPERTY IN 2009 AT N7401/N7445 RACETRACK ROAD, WITHOUT A WARRANT AND OR COURT ORDER AFTER THREATS TO COMIT SAME AND COVERUP AND ARREST IF KURTZ ATTEMPTED TO ENFORCE RIGHTS REGARDING SAME AND OR RELATED SUBJECTS AND WRONGS THERE AFTER IN COVERUP.

17. NORLANDER AND DEFENDANTS HEREIN RELATED JOINTLY AND IN CONCERT CONSPIRED AND OR AGREED TO OMIT AND CONCEAL THE REAL FACTS REGARDING THE PROPERTY OF JAMES D. KURTZ AND HOW THEY STOLD THE PROPERTY AND CONTINUED TO STEAL MONEY JOINTLY AND INCONCERT WITH JANET LAMMERS ART LAMMERS AND GUST LAMMERS AND LAMMERS LITTLE LAMBS LLC AND OTHERS INVOLVED(THE PROPERTY MADE MONEY) AND HOW THEY HAD AUTHORIZED THE MONEY TO BE LAUNDERED IN THE LOCAL BANKS THAT SHEBOYGAN COUNTY, STATE, CITY OF PLYMOUTH ETAL WERE PARTY TO.

18. NORLANDERS AFFIDAVIT CLEARLY OMITS SEVERAL CRUCIAL FACTS WHICH WOULD PRECLUDE ALL WARRANTS FROM BEING ISSUED LEGITIMATELY CLEARLY BEING VIOLATIONS OF THE 4TH 14TH AMEND WARRANT CLAUSE (FRANKS V. DELAWARE/STATE VS. MANN) FIRST THAT JAMES D. KURTZ ACTUALLY OWNED THE PROPERTY AT N7445 AS A MATTER OF RECORD ADMITED BY JANET LAMMERS FROM 1990 SWORN TESTIMONY AND OTHER RECORDS AS IN NORLANDERS OWN AUDIO RECORDING OF JANET LAMMERS IN APRIL 2013 ADMITING THERE WAS NO DEFAULT OF THE FARM LAND CONTRACT (CLAIMED REASON FOR FELONY TAKING). FURTHER OMITED BY NORLANDER AFTER NOTICE AND KNOWINGLY OTHERWISE IS THAT THE FARM PERSONAL PROPERTY WAS SOLD WITH THE FARM TO JAMES D. KURTZ AND THAT SAME WAS ADMITTED (BY JANET LAMMERS) TO DOUGLAS SUNDSMO TOO, WHICH MADE ALL PROPERTY ON THE FARM N7445 JAMES KURTZ' WHEN SEIZED WITHOUT WARRANT AND OR COURT ORDER 2009 AND CRIMINAL UNCONSTITUONAL CONDUCT BY HIS ASSOCIATES IN FACT. FURTHER NORLANDER OMITED THE THEFT BY THE SHERIFFS ETAL AND JANET LAMMERS AND STATES AGENTS OF LEGAL DOCUMENTS FROM THE HOUSE N7401 FROM JAMES D. KURTZ AS DIRECTED BY HIS SUPERIORS AND ASSOCIATES IN FACT THAT WERE MATERIAL TO ISSUANCE OR NON ISSUANCE OF THE WARRANTS KNOWN FULLY TO PERSICK AND D.A.S OFFICE AND OTHERS INVOLVED PRIOR TO THE APPLICATION AND OBTAINING THE WARRANTS.
19. ONCE THE COUNTY AND STATE MANUFACTURED A STORY THAT JAMES KURTZ DEFAULTED ON THE LAND CONTRACT AT N7445 RACETRACK ROAD PLYMOUTH WISCONSIN AS THE GROUND FOR TAKING OF SAID REAL AND PERSONAL PROPERTY NORLANDER CAN NOT USE IT AS HE DID HEREIN AS PART OF HIS SCAMING WITH OTHERS
20. THAT DURING THE INTERVIEW OF TOM MUCHA NORLANDER TOLD MUCHA THAT KURTZ CAN NOT BE ALLOWED TO TALK BAD ABOUT THE COUNTY/STATE OFFICIALS AS DID SUNDMO AND TODD PRIEBE THEN SHERIFF.

21. THAT NORLANDER ETAL OMITTED FROM HIS AFFIDAVIT AND OTHER RECORDS THAT JAMES KURTZ OWNED THE HOUSE AND ONE ACRE AT N7401 RACETRACK ROAD NOT JANET LAMMERS AND HE OMITTED THE DOCUMENTATION FROM THE BANK REGARDING JANET ALSO BEING PAID BACK ON A LOAN ON THE HOUSE FOR ABOUT 10000 DOLLARS AND HER INABILITY TO HAVE THEM SEIZE SAID PROPERTY WITHOUT A WARRANT AND OR COURT ORDER, WHILE STEALING OF THE DOCUMENTATION WAS BY NORLANDERS ASSOCIATES IN FACT.
22. THAT NORLANDERS BOSSES CALL HIS RECORD FIXING AS OTHERS INVOLVED, CREATIVE RECORD MAKING, AND IT IS CREATIVELY MANUFACTURING A CRIMINAL OFFENSE FOR ENFORCING AND OR ATTEMPTING TO ENFORCE RIGHTS AS RELATED.
23. NORLANDER FABRICATED THAT THE PROPERTY AT N7401 RACETRACK ROAD SOME HOW WAS DEEDED BY HER PARENT TO HER IN 1978. JANET NEVER OBTAINED A DEED FROM ANYONE SHE HAD NO RIGHT TO THE PROPERTY AND JAMES D. KURTZ OWNED IT AND OWNS IT AT ALL TIMES HERETO.
24. DETECTIVE ERIC PASHLEY IN HIS AFFIDAVIT SIGNED THE 30TH OF APRIL 2013 ON PAGE 5 WHILE TALKING OF WHAT JANET LAMMERS SAID TO NORLANDER MANUFACTURED EVIDENCE WITH NORLANDER AFTER SAYING JAMES KURTZ HAD SIGNED BOTH PROPERTIES OVER TO JANET LAMMERS BY QUICK CLAIM DEED BEFORE JAMES KURTZ WENT TO PRISON INDICATING THAT JAMES KURTZ OWNED BOTH PROPERTIES AT THAT POINT. SAID AFFIDAVITS OF NORLANDER AND PASHELY FAILED AND REFUSED TO MAKE A LEGITMATE RECORD REGARDING THE OWNERSHIP TO THE PROPERTY. ALSO JANET LAMMERS CLAIMED ON TAPES THAT SHE DID NOT KNOW HOW SHE OBTAINED A QUIT CLAIM DEED ON THE FARM AND N7445 RACETRACK ROAD AND HAD CLAIMED SAID FARM WAS DEFAULTED ON LAND CONTRACT BY KURTZ.
25. THE OFFICIALS HEREIN DELIBERATELY CONCEALED AND COVERED UP JANET LAMMERS AS A FIDUCIARY OF JAMES KURTZ OBTAINED THE DEEDS TO THE PROPERTIES TO HOLD FOR JAMES KURTZ DUE TO THREATS BY COUNTY AND STATE AND AGENTS. ALSO OMITED ARE THE DETAILS OF THE TRANSFER, WHAT DID SHE PROVIDE TO JAMES KURTZ WORTH MILLIONS OF DOLLARS?

LIST OF ACTORS

STATE OF WISCONSIN IS NAMED AS A STATE OF THE USA HEREIN AND HAS NO 11TH AMENDMENT IMMUNITY EXCEPT AS THIS RELATES TO 1983 CLAIMS NOT OTHER CONDUCT THAT IS A 1983 WRONG TOO SUCH AS THE TERRORIST ACTIVITIES BY IT ETAL BY ITS AGENTS AND CRIMES. IT IS CLAIMED THE STATE OF WISCONSIN BY ITS GOVERNOR AND SUBORDINATES AND THE A.G.S OF WISCONSIN DID THESE WRONGS BY POLICY CUSTOM PRACTICE CUSTOM AND PATTERN, APPROVING, CONDONING, RATIFYING SAID CONDUCT AFTER NOTICE. FURTHER NO 11TH AMEND IMMUNITY IN 1983 FOR INJUCTIONS AND RESTRAINING ORDERS

TONY EVERS IS NAMED AS THE PRESENT GOVERNOR OF WISCONSIN WHO WAS NOTICED OF THE WRONG DOING HEREIN RELATED UPON TAKING OFFICE IN 2019, AFTER WHICH HE CONDONED AUTHORIZED AND APPROVED SAID WRONGS ONGOING AS HEREIN RELATED BY HIS PREDECESSORS, SUBORDINATES AND BY THE CITY AND COUNTY TOWN OF RHINE AND HE HAD POWER TO REMOVE THE TREASURER AND SHERIFF AND OTHERS AND REFUSED TO IN COVERUP AS HIS PREDECESORS AND AS PARTICIPATING THIEF REGARDING THE ON GOING TAKINGS OF PROPERTIES AND MONEYS FROM SAID PROPERTIES OF KURTZ AND TERRORIST THREATS.

SCOTT WALKER IS NAMED AS GOVERNOR PRIOR TO EVERS AND FROM 2011 ON HE IS NAMED AS EVERS ABOVE STATED AND HE IS NAMED FOR DIRECT PARTICIPATION WITH THE ACTORS HEREIN AND THE A.G. WHO WAS THE PRIOR WAUKESHAW D.A., WALKERS ACTS AND OMMISSIONS LEAD TO THE 2013 SCAMS AND COVERED UP THE TAKINGS IN 2009 AND DOYLES ETAL CRIMINAL INVOLVMENT UNCONSTITUTIONAL TERRORST WRONGS. HE IS NAMED FOR AFTER LEGAL NOTICE APPOINTING FELONS AS NEW SHERIFF AND PROTECTED TWO OR MORE OLD SHERIFFS. HIS WRONGS MADE HIM AN ACTIVE PARTICIPANT IN ALL WRONGS PRIOR TO AND AFTER THIS 2013 KIDNAPPING BY COLOR OF OFFICE FOR ENFORCING RIGHTS PRIVILIGES AND IMMUNITIES. HE IS A TERRORIST CRIMINAL ACTOR

JAMES E. DOYLE IS NAMED AS GOVERNOR JANUARY 2003 TO 2011 HE IS NAMED AS INVOLVED IN ALL CRIMINAL OPERATIONS BY SHEBOYGAN COUNTY AS GOVERNOR AND A.G. PRIOR LEADING UP TO THE WRONGS HEREIN AND THUS A MAJOR PLAYER IN THE TAKINGS OF 2009 AND THE COVERUP AND THREATS TO MAINTAIN THERE AFTER AND TAKINGS TO DAY OF MONEYS BESIDES THE PHONY WARRANTS ETAL AND PAPERS LEADING TO THEM AND AFTER THEM(HE WAS ALSO INVOLVED IN ATTEMPTED MURDER IN 2003 OF KURTZ THROUGH A KIDNAPPING BY COLOR OF OFFICE SHOWING A PATTERN OF CONDUCT HEREIN AS WAS WISCONSIN AND MORE HE IS NAMED AS ALL GOVERNORS AND A.G.S ALSO AND IS NAMED ONGOING AS OTHERS IN WRONGS. DOYLE IS NAMED FOR AUTHORIZING CRIMINAL TAKINGS WITH DOC AGENTS AND COUNTY STATE AND THEREAFTER COVERING IT UP AND ALL HIS RELATED INVOLVEMENT AND PARTICIPATING HEREIN AS AN ONGOING COVERUP BY THREATS AND KIDNAPPING AND OBSTRUCTION OF JUSTICE.

BRAD SCHIMEL IS NAMED AS ATTORNEY GENERAL 2015-2019 AND A PRESENT SETTING JUDGE OF WAUKESHAW COUNTY BRANCH 6 APPOINTED BY WALKER FOR THE COMMISSION OF CRIMES AND CRIMINAL COVERUP FOR WALKERS AND COUNTY AND STATE. HE IS NAMED HEREIN FOR AS DA OF WAUKESHAW COUNTY 2007-2015 AFTER LEGAL NOTICE MAINTAINING FELONY ACTIVITES TOWARD JAMES KURTZ AND REGARDING ALSO THE TAKING OF HIS PROPERTIES AT RACETRACK ROAD, WHEREIN HE REFUSED TO PROSECUTE THE REGIONAL CHIEF OF PROBATION AND PAROLE IN WAUKESHAW 2

COUNTY 2009 AND AFTER, WHILE SHE DIRECTED THE FELONY TAKINGS WITH DIRTY SHEBOYGAN COUNTY CRIMINALS ASSISTING HER AND WHITEHEAD ETAL AND THEREAFTER ALL WRONGS FOLLOWING AND THE 2013 WRONGS HEREIN BY THE COUNTY STATE CITY TOWN ETAL. (D.A.S CAN CHARGE OR NOT CHARGE, BUT DURING COMMISSION OF CRIME FAILUE TO STOP IT MADE HIM A FELON UNCONSTITUTIONAL ACTOR AS D.A. AND LATER THE SCAMS WITH GOVERNORS AS A.G. CRIMINAL AND UNCONSTITUIONAL AND NOW OBTAINING OFFICE OF JUDGE BY THE COVERUP WITH ALL CONCERNED FIXING ELECTION OF HIS OWN AND OTHERS RELATED AND THE SHEBOYGAN COUNTY SHERIFFS ETAL

SALLY TESS REGIONAL CHIEF OF DOC, PERSON APPROVING THE FELONY UNCONSTITUTIONAL WRONGS BY JENNIFER WHITE HEAD AND DOUG SUNDSMO AND BOSSES AND THE ONE DIRECTING THE TAKINGS 2009 AT RACETRACK ROAD AT WHITEHEADS REQUEST WITH DIRTY SHEBOYGAN COUNTY AND STATE OFFICIALS SHE IS THUS A DIRECT ACTOR IN THE WRONGFUL FABRICATING OF RECORDS AND AFFIDAVITS AND WARRANTS ETAL BY COUNTY AND STATE FOR ENFORCING RIGHTS REGARDING THE TAKINGS OF PROPERTIES AND MONEY ONGOING/COVERUP/REVENGE

JENNIFER WHITEHEAD IS NAMED AS A PRIOR DOC PROBATION AGENT BY STATUS WHILE CONCEALING THE MANUFACTURED CRIME FOR PROBATION; FOR HER PART IN THE COVERUP OF THE TAKINGS AND ATTEMPTS HEREIN LEADING TO THE KIDNAPPING BY COLOR OF OFFICE HEREIN AND ONGOING TAKINGS OF MONEYS AND MAINTAINED TAKINGS FROM 2009. AND OTHERWISE COMITING WRONGS WITH COPS ETAL

DOUG SUNDSMO IS NAMES AS A DOC PROBATION AGENT BY STATUS AS WHITEHEAD AND HE TOOK OVER HER JOB AFTER THE TAKINGS IN 2009. HE IS NAMED AS A PARTICIPATING CRIMINALS UNDER ORDERS TO CARRY OUT THE FELONYS AFTER WHITEHEAD AND REGARDING THE PHONY ARRESTS AND WARRANT. HE MANUFACTURED A WARRANT FOR JAMES KURTZ ARREST, WITHOUT ANY JURISDICTION, OFFICIAL CAPACITY AND OR LAWFUL AUTHORITY, WHEREIN THEN JAMES KURTZ WAS SEIZED BY NORLANDER AND PASHLEY(SHB.CNTY DET.S) AND HIS PRIUS SEIZED ON THE PHONY WARRANTS BY PERSICK, SUNDSMO UNDER ORDERS HELPED MANUFACTURE BY CONCEALING WHITEHEADS AND REGIONAL CHIEFS COVERUP AND INVOLVEMENT IN TAKINGS 2009 AND AFTER WRONGS RELATED. HE WAS ASKED BY TODD PRIEBE TO FAKE THE WARRANT FOR ENFORCING RIGHT TO TELL TREASURER THAT HE HAD THE RIGHT TO LEGALLY KILL THE SHERIFFS AND DOC AGENTS ETAL WHO STOLD HIS PROPERTY AND THREATENED THE USE OF DEADLY FORCE TO DO IT.
HE IS FURTHER NAMED FOR CONCEALING EVIDENCE FOR THE COUNTY AND STATE AS WHITE HEAD ETAL SPECIFICALLY FACTS HE REFUSED TO PLACE IN RECORD AT BOSSES ORDERS THAT KURTZ OWNED THE THE FARM AT N7445 RACETRACK ROAD PLYMOUTH WISCONSIN, AS DEED WAS NEVER DEFAULTED AS CLAIMED FOR REASON FOR TAKING IN 2009, THAT JANET LAMMERS ADMITED TO HIM AND NORLANDER THE PROPERTY WAS PAID OFF BY THE INSURANCE COMPANY AND JANET LOST HER INTEREST IN LAND CONTRACT AT THAT POINT AND ALL PROPERTY THAT WAS PERSONAL THAT WENT WITH THE FARM AND NOT ALREADY JAMES KURTZ' PROPERTY.(THIS WAS OMITED AS PROVED FELONY THEFT OF PROPERTIES BY BOSSES AND WHITEHEAD ETAL)
HE IS NAMED FOR HOLDING ME WITH SUPERIORS IN JAIL AND DENYING ME ALL MY RIGHTS RELATED AS A RESULT AS THE OTHERS INVOLVED, BASED AFTER DAYS ON THE PHONY WARRANTS AND SUKAVICHS COVERUP AND INFLUENCE PEDALING WITH DIRTY LAWYER SHE APPOINTED AND TOLD WHAT TO DO.
HE AND WHITE HEAD ARE NAMED FOR FAKING HOUSE ARRESTS ON BRACELETS AT 502 REED STREETD WITH COPS AUTHORIZING CRIMES BY THEM WITH DAS AND OTHERS ALL INVOLVING THIS SCAM AND LEADING TO IT IN 2013 AND MAINTAINING THEFTS OF PROPERTIES AND COVERUPS

LAURA HENNING-LORENZ IS NAMED AS SHEBOYGAN COUNTY TREASURER HEREIN BY STATUS REQUESTING THE SHERIFFS UPON A COMPLAINT TO ARREST AND CHARGE JAMES D. KURTZ FOR STATING THE FACT HIS PROPERTIES HE POSSESED AT N7401/N7445 RACETRACK ROAD WHERE STOLEN FROM HIM BY USE OF THREATENED DEADLY FORCE, WITHOUT A WARRANT OR COURT ORDER BY SHEBOYGAN COUNTY AND THE STATE BY THE DOC AGENTS AND SHERIFFS WITH IN AND FOR JANET LAMMERS AND JENNIFER WHITE HEAD AND BOSSES ETAL AND THAT HE JAMES KURTZ HAD AT SAID TIME A LEGAL RIGHT TO KILL ALL OF THEM IF NEED BE TO STOP THEM AND IT WAS ON AUDIO RECORDING BY COPS. (ENFORCING CONSTITUTIONAL RIGHTS) SHE IS NAMED FOR MAINTAINING FALSE RECORDS OF OWNERSHIP AND KNOW JANET LAMMERS WELL AND SHE IS NAMED FOR AS HER PART IN CHARGING STALKING CRIME FOR ENFORCING RIGHTS TO PROPERTY STOLEN 2009 AND SHE IS NAMED FOR TAKINGS OF PROPERTY THERE AFTER AND MONEYS PROPERTIES MAKE PER MONTH AND SHE IS NAMED FOR UNCONSTITUTIONALLY STEALING MONEYS FROM ME AND FALSIFYING I OWE TAXES ON MY HOUSE AT 41 SELMA BECAUSE SHE AND JANET AND DIRTY OFFICIALS CAN STEAL MORE THAN THE TAXES DUE AND STILL ISSUE PHONY LIENS ON MY PROPERTY VIOLATING PROPERTY RIGHTS TOO BESIDES THE RIGHT TO HAVE HONEST OFFICIALS AND ACCURATE RECORDS MADE BY HER ETAL NOT FAKE ONES.

REBECCA PERSICK IS NAMED AS SHEBOYGAN COUNTY MEMBER OF CORPORATION COUNSEL, COURT COMMISSIONER, AND CIRCUIT JUDGE OF SHEBOYGAN COUNTY BY STATUS NOT FUNCTION. SHE IS NAMED AS DIRECT CRIMINAL UNCONSTITUTIONAL ACTORE JOINTLY WITH DEFENDANTS PRIOR TO THE CASES SHE SAT ON AND FOR SETTING THE STAGE FOR THE TAKINGS IN 2009 FOR ASSOCIATES IN FACT AND THEREAFTER MANUFACTURING A PAPER TRAIL THAT LEAD TO THE WARRANTS BEING SIGNED AND FIXED BASED ON THE PHONY PAPERTRAIL SIGNED TRUE BY PHONY AFFIDAVITS OF PASHLEY AND NORLANDER AND BY THE COP SIGNING THE PHONY COMPLAINT THERE AFTER FOR THE GANG. SHE IS NAMED FOR FOREORDAINING THE OUT COME OF THE PETITIONS FOR INJUNCTION AND RESTRAINING ORDERS ON JANET AND GUST LAMMERS AND ASSOCIATES IN FACT, SHE WAS REQUESTED TO DO SO BY ATTORNEY DWIGHT DARROW DURING A EXPARTE HEARING AFTER SHE APPOINTED AN ATTORNEY TO FIX THE PROCEEDINGS AND WHEREIN SHE FAKED STORYS IN RECORD ASKED FOR BY DARROW AND SHEBOYGAN COUNTY AND STATE WHO LOCKED KURTZ UP TO DO THE EXPARTE HEARING CORRUPTLY. SHE IS NAME FOR CHARGING KURTZ FOR THE FAKE ORDERS SHE MANUFACTURED WITH HE FELON ASSOCIATES IN FACT AND REFUSED TO REMOVE SAME FROM THE RECORD AS A DEBT KURTZ OWED.

ANGELA SUTKIEWICZ IS NAMED AS SHEBOYGAN COUNTY BR.3 JUDGE BY STATUS NOT FUNCTION. SHE IS NAMED FOR NOT HAVING ANY JURISDICTION FOR ANY OF HER ACTIVITIES TOWARD JAMES D. KURTZ. SHE IS NAMED FOR HIRING AN INCOMPETENT ATTORNEY TO RUN MY CASE AND FOR DENYING ME BAIL TO RUN MY OWN OR GET A REAL LAWYER AND SHE DID THIS WHILE SHE APPROVED THREATS TO STOP ME FROM SUING HER IN FEDERAL AND STATE COURTS. SHE IS NAMED FOR SIGNING A FAKE ORDER WITHOUT ANY DUE PROCESS TO MAKE ME GO TO MADISON AND TO HOLD ME THERE CRIMINALLY AND UNCONSTITUTIONALLY. SHE IS NAMED FOR COVERUP FOR ALL ACTORS HEREIN RELATED AND FOR REFUSING TO DISMISS THE COMPLAINT UNDER THE WARRANT CLAUSE OR GIVE A LEGITIMATE HEARING SHE IS NAMED FOR FINDING PROBABLE CAUSE EXISTED BASED ON KURTZ ENFORCING THE RIGHT TO GIVE LEGAL NOTICES TO THE BANKS REGARDING STATE AND COUNTY PARTICIPATION IN MONEY LAUNDERING FROM THE TAKINGS OF 2009 PROPERTIES OF KURTZ'. THE NOTICES REQUIRED THE BANKS TO NOTIFY THE U.S. TREASURY WHICH HAD TO START A MONEY LAUNDERING INVESTIGATION MANDATORY MINISTERIALLY. SHE IS NAMED FOR ISSUING FAKE DEBT FOR THE LAWYER SHE HIRED

AND KURTZ FIRED AND REFUSED TO REMOVE THE FAKE DEBT FOR THE INCOMPETENT AND PAID FOR LAWYER SHE CONTROLED OVER KURTZ OBJECTIONS. SHE IS NAMED FOR FIXING AND DELAYING A JOHN DOE IN COVERUP WITH DA/SHERIFF/JANET LAMMERS GUST LAMMERS COUNTY AND STATE. ETAL

JUDGE JAMES BOLGERT IS NAMED AS A JUDGE BY STATUS BY STATUS NOT FUNCTION BASED ON HIS PRIOR CRIMINAL UNCONSTITUTIONAL COVERUP ACTIVITES OF THE SHERIFFS FAKING PAPERS FOR THEM AND DAS OFFICE AND ADA HAASCH ETAL 89CF150 AND OTHER CASES HEREIN RELATED AND CLAIMED TRUE FACTS BY NORLANDER AND PASHLEY ETAL. BOGERTS ILLEGAL AND CRIMINAL ACITIVITES PRIOR THE THE CASE PRECLUDED HIS SITING ON SAME AND HIS PRIOR CRIMINAL ACTIVITIES WITH THE STATE AND THE COUNTY AND OTHERS SET THE STAGE FOR THE CRIMINAL UNCONSTITUTIONAL OPERATIONS SET FORTH HEREIN AND SPECIFICALLY HE FIXED THE OUTCOME OF A CASE THE COUNTY BROUGHT AGAINST KURTZ FOR GUSST AND JANET LAMMERS AND COUNTY AND STATE WHEREIN HE REFUSED TO ALLOW KURTZ TO MAKE A RECORD OF JAMES KURTZ OWNERSHIP OF THE PROPERTY SUBJECT TO THE FALSE CLAIMES AS A MATTER OF RECORD THIS WAS CRIMINAL RECORD FIXING ON HIS PART THEN AND TO ENABLE THE 2013 CHARGES AND THE COVERUP AND SCAMS PRIOR AND HE ALSO CONCEALED HIS AND ALL JUDGES LACK OF JURISDICTION HEREIN RELATED AND PRIOR HIS OWN.

JOEL URMANSKI IS NAMED AS DISTRICT ATTORNEY OF SHEBOYGAN COUNTY BY STATUS NOT FUNCTION, HE TOOK OVER THE OFFICE FROM HIS PREDECESSOR WHO WAS DIRECTLY INVOLVED IN MANUFACTURING THE RECORDS AND ACTIONS USED TO KIDNAPP BY COLOR OF OFFICE AND CARRY ON OTHER CRIMINAL OPERATIONS AND COVERUP. ITS ALLGED HE I BELIEVE WAS INVOLVED TO SOME EXTENT WITH THE COVERUP BY THE DAS OFFICE AS ASSISTANT DA ALSO HE HAS TO ASSISTANTS THAT WERE INVOLVED IN FIXING THIS CASE AND PAPERS UNDERLYING THE PHONY CHARGES HAASCH IS ONE AND FEMALE PROSECUTING CASE FOR DA ANOTHER SCAMMER
HE DID NOT CHARGE ANY OF THE CRIMINALS HEREIN AFTER NOTICE AND REFUSED TO TALK TO KURTZ VICTIM OF CRIMES ON GOING BY SHERIFFS AND STATE AND COUNTY AGENTS ETAL AND JANET LAMMERS AND GUST LAMMERS. (HE CAN CHARGE OR NOT CHARGE BUT NOT ALLOW ONGING CRIMES BY NOT CHARGING AFTER NOTICE AS HE LIKE NOW BECOMES PARTY TO THE WRONGS AS CONTINUE. THE MONEY CONTINUES TO BE STOLEN JANET LAMMERS WAS ENABLED TO STEAL AND THE PROPERTY THAT THE RECORD REFLECTS IS KURTZ WHILE HE IS THREATENED BY SHERIFF WITH ARREST IF KURTZ ENFORCES PROPERTY RIGHTS

JAMES HAASCH IS NAMED AS ASSISTANT D.A. SHEBOYGAN COUNTY BY STATUS NOT FUNCTION AND CRIMINAL UNCONSTITUTIONAL ACTOR WITH ALL INVOLVED HEREIN AND PRIOR DUE TO HIS CRIMINAL MANUFACTURE AND MAINTAINING PERJURYS AND FAKE RECORDS IN 89CF150 SHEBOYGAN WITH OTHERS AND DAVID ADAMS JAMES OLSON FIREMARSHAL PAID FOR PERJURY BY DAS AND DOJ WIS. HEREIN HE WAS INVOLVED WITH ADAMS ETAL IN THE TAKINGS OF PROPERTY IN 2009 CRIMINALLY WITHOUT A WARRANT AND OR COURT ORDER. AND PROTECTION OF THE CRIMINALS INVOLVED AS DAS OFFICE AS CONTINUES NOW AND IN 2013 AND MORE. HE IS ALSO CLAIMED TO HAVE AGREED AND CONSPIRED WITH BOLGERT TO FAKE A RECORD IN STATE VS KURTZ WHEREIN HE AND JUDGE BY STATUS FAKED UP RECORD AND OWNERSHIP OF N7445 RACETRACK ROAD AND OTHERWISE. HAASCH APPEARS TO BE AN ADA INVOLVED WITH OTHERS IN THE MANUFACTURE OF THE WARRANTS AND COMPLAINTS WITH SHERIFFS ETAL AND GUST AND JANET LAMMERS.

JOE DECECCO IS NAMED AS THE D.A. OF SHEBOYGAN COUNTY BY STATUS NOT FUNCTION FROM 2002 THROUGH 2016 WHEN URMANSKI TOOK OVER. HE IS A MAJOR WRONG DOER HEREIN BY AUTHORIZING

AND ASSISTING AND BEING PARTY TO CRIMINAL OPERATIONS HEREIN. HE HAS MAINTAINED THE FELONY KIDNAPPING 89CF150 FOR SHEBOYGAN COUNTY AND THE STATE AND STATEFARM INSURANCE COMPANY AND OTHERS SETTING THE STAGE HEREIN FOR THE CRIMINAL UNCONSTITUTIONAL OPERATIONS BEING PARTY TO THE MANUFACTURE OF THE DOCUMENTS AND RECORDS USED BY HIM AND HIS SUBORDINATES AND ASSOCIATES IN FACT HE AND HAASCH ETAL USED TO MANUFACTURE THE WARRANTS HEREIN AND THE CRIMINAL COMPLAINT. HE RULED THE ARREST AND CHARGES FOR THREATS AGAINST COPS WAS NOT CHARGABLE AS WHAT WAS SAID WAS LEGAL AS CITED ABOVE. HE HAS NO IMMUNITY AS OTHERS AS THEY WERE INVOLVED PRIOR TO THE CHARGING IN THE RECORD FIXING AND OBSTRUCTING OF JUSTICE USED IN THE COMPLAINT AND THE COMPLAINT ON ITS FACE IS BOGAS WHEN LOOKING AT THE TOTALITY OF CIRCUMSTANCES AND FACT OMITED
HE AND THE JUDGE BY STATUS AND SHERIFFS DID STOP A JOHN DOE PETITION TO SUKAVITCH WHO APROVED THE FIX AND THEN HE AND HER IN ABOUT 2016 FIXED THE SAME ON THE RECORD IN COVERUP SCAM. HE DID FELONIOUSLY ACT WITH THE SHERIFFS AND DID CONCEAL THE POSTIT EVIDENCE (EXCULPATORY/MATERIAL) FROM DISCOVERY KURTZ GOT FROM BUESING IN 2018 WITH HAASCH AND OTHERS AND HE CONSPIRED WITH DOC AGENTS HE PROTECTED CRIMINALLY TO HOLD KURTZ IN JAIL FOR 9 MONTHS UNTIL DISMISSED CASE BY BOLGERT ON NO ALFORD PLEA WHICH KURTZ MADE AFTER THREATS AND CARRYING OUT THREATS FOR ENFORCING RIGHTS WITH DIRTY OFFICIALS WHO ON POST IT SAID THEY HAD TO GET KURTZ TO STOP THE EXPOSURE OF COUNTY BOARD MEMBERS AND OTHERS.

TODD PRIEBE IS NAMED AS SHERIFF OF SHEBOYGAN COUNTY BY STATUS NOT FUNCTION, HELMKE WAS SHERIFF WHEN THE TAKINGS TOOK PLACE AT RACETRACK ROAD, PRIEBE WON AN ELECTION AND THEN HELMKE WAS HIS EMPLOYEE AT SHERIFFS DEPT. AT WHICH TIME PRIEBE BECAME CRIMINALLY AND UNCONSTITUTIONALLY ACTIVE IN SAID CRIMINAL OPERATIONS WAS DAY HE TOOK OFFICE AND DID NOTHING AFTER LEGAL NOTICE BEFORE HE TOOK OFFICE. HE IS NAMED FOR CARRYING ON MANUFACTURE OF RECORDS AND DOCUMENTS HEREIN JOINTLY AND IN CONCERT WITH EMPLOYEES AT ALL TIMES HERETO AND WITH OTHERS RELATED AND HE AS OTHERS IS NAMED FOR STEALING MONEY FROM KURTZ THEN AND INTO FUTURE. FURTHER IT APPEARS HE HAD CRIMININAL INFLUENCE PEDALED FOR HIM SO HE COULD OBTAIN AND MAINTAIN OFFICE AND FIX ELECTIONS AFTER BEING A FELON AND CRIMINAL ACTOR PROTECTED BY D.A. AND OTHER SHERIFFS ETAL PRIEBE APPEARS TO BE INVOLVED IN THE MAKING OF THE POST IT, TO BUESING AS IS THE COUNTY ADMINISTRATOR WITH OTHERS AND D.A.(THE SMOKING GUN) PRIEBE DIRECTED WITH ADAMS THE KIDNAPPING BY COLOR OF OFFICE.

MIKE HELMKE IS NAMED AS THE COUNTY SHERIFF SHEBOYGAN COUNTY BY STATUS NOT FUNCTION AND HE IS THE FELON DIRECTING WITH ADAMS SHERIFFS TO COMIT FELONYS ON KURTZ WITH OTHERS AND FOR JANET C. LAMMERS AND GUST C. LAMMERS ETAL WITHOUT A WARRANT AND OR COURT ORDER IN 2009 TAKINGS AT RACETRACK ROAD. THIS INTURN LEADS TO THE KIDNAPPING BY COLOR OF OFFICE BY HIS BOSS PRIEBE AND HIM IN 2013 WITH OTHERS AND THE RECORD FIXING AND MANUFACTURING USED TO MANUFACTURE WARRANT IN 2013 AND ALL TAKINGS FROM MONEY MADE BY THE PROPERTY AT RACETRACK ROAD OF KURTZ' THEN AIDED BY CORY THE NEW SHERIFF NOW WHO PRIEBE AND HELMKE HELPED FIX THE ELECTION AS WALKER TO ELECT A FELON ACTOR AS SHERIFF.

CORY ROESELER IS NAMED AS COUNTY SHERIFF BY STATUS NOT FUNCTION OF SHEBOYGAN COUNTY SINCE 2018 APPOINTMENT BY WALKER WHILE KNOWING ROESELER WAS A CRIMINAL ACTOR FIXING RECORDS AND PROCESS IN AND RELATED TO THE 2013 KIDNAPPING BY COLOR OF OFFICE OF KURTZ FOR

ENFORCING RIGHTS AND OR ATTMPTS REGARDING HIS PROPERTIES AT RACETRACK ROAD. HE IS NAMED AS SUPERVISOR FIXING FALSE PROCESS AND RECORDS FOR PRIEBE AND ADAMS ETAL AND OBTAINING INKIND CONTRIBUTIONS FROM WALKER AND THE DA ETAL WHO CONCEALED HIS CRIMINAL ACTIVITIES WITH THEM AND FOR PREIBE ETAL AND JANET LAMMERS AND GUST LAMMERS AFTER SHERIFF THREATS. HE IS NAMED AT ALL TIMES FOR CONSPIRACY TO CONCEAL AND COVERUP FACTS WITH ALL REGARDING KURTZ AND HE IS NAMED FOR TERRORIST ACTIVITIES WITH PAST SHERIFF AND ALL OTHERS RELATED AND THE MANUFACTURE OF WARRANTS AND ALL RECORD FIXING JOINT AND IN CONCERT.

SGT. WEILGOSH SHB. CNTY COP FALSE SWEARING THE COMPLAINT IN 2013 WITH IN AND FOR HIS ASSOCIATES IN FACT (A WARRANT) AND GUST AND JANET LAMMERS, D.A.S ETAL

ADAM N. PAYNE AS SHEBOYGAN COUNTY ADMINISTRATOR DIRECTING FELONY CRIMINAL AND UNCONSTITUTIONAL OPERATIONS HEREIN AND APPROVING CONDONING AND AUTHORIZING ALL WRONGS IN THE NAME OF THE COUNTY AND IN COVERUP. HE IS NAMED AS ONE OF THOSE IN MAKING OF THE POST IT DIRECTING BUESING ETAL TO GET KURTZ FOR TALKING AND GOING AFTER LEGALLY EPPING ETAL. HE ALSO WITH COUNTY BOARD PARTICIPATED IN CRIMINAL UNCONSTITUTIONAL OPERATIONS AT ALL TIMES WITH COUNTY AFTER NOTICE.

SHEBOYGAN COUNTY A MUNICIPALITY IS NAMED FOR POLICY CUSTOM PRACTICE AND PATTERN OF WRONGS HEREIN JOINTLY AND INCONCERT WITH THE CITY OF PLYMOUTH AND TOWN OF RHINE ,STATE OF WISCONSIN AND AGENTS AND THROUGH THE SAME CORPORATION COUNSEL FIRM CONSPIRED AND OR AGREED TO DO WRONGS JOINTLY AND IN CONCERT.

CITY OF PLYMOUTH A MUNICIPALITY IS NAMED FOR POLICY PATTERN CUSTOM AND PRACTICE OF WRONG DOING HEREIN JOINTLY WITH ALL OTHERS AND THEIR AGENTS AND ASSOCIATES IN FACT. THE CITY IS NAMED FOR MANUFACTURING POLICE RECORDS, AND BEING INVOLVED IN THE SEARCHES AND SIEZURES THAT THEY PARTICIPATED IN THE MANUFACTURE OF THE WARRANTS FOR THE COUNTY AND THE STATE. THEY ARE ALSO NAMED FOR REFUSING TO INVESTIAGE AND MAKE ANY RECORDS OF THE CRIMINAL WRONG DOING OF JANET AND GUST LAMMERS AND ART LAMMERS AND CRIMINALLY ACTIVE SHERIFFS AND DEPUTIES AND DETECTIVES COMITTING CRIMES WITHIN THE CITY LIMITS CLAIMING ITS POLICY OF THE CITY AND POLICE TO CONCEAL AND COVERUP FACTS AND CRIMES FOR DIRTY SHERIFFS AND DEPUTIES AND DETECTIVES. THE CITY IS ALSO INVOLVED WITH CRIMES BY THE TREASURER AND TRYING TO MAKE KURTZ PAY TAXES AFTER CITY AND COUNTY AND STATE STOLD MONEY FROM KURTZ PROPERTIES IN EXCESS OF THE TAXES CLAIMED DUE. THE CITY IS ALSO NAMED FOR DOING A WARRANTLESS SEARCH AT 502 REED ST. EXCEEDING THE SCOPE OF THE WARRANTS AT 502 REED ST.

DON POHLMAN THE MAYOR OF PLYMOUTH IS NAMED FOR APROVING SANCTIONING RATIFYING THE WRONG DOING BY THE CITY ADMINISTRATOR AND CHIEF OF POLICE ETAL AFTER NOTICE TO HIM AND CITY HE IS NAMED AS CLAIMED IN NAMING OF CITY

JEFF G. TAUSCHECK IS NAMED AS CHIEF OF POLICE CITY OF PLYMOUTH BY STATUS NOT FUNCTION. HE IS NAMED FOR RUNNING CRIMINAL COVERUP FOR THE JANET AND GUST AND ART LAMMERS, DOC AGENTS AND ASSOCIATES IN FACT AND ALSO FOR HELMKE, PREIBE, ROESELER AND THE D.A.S OFFICE AND BEING DIRECTED TO COMIT CRIMES BY CORP. COUNSEL FOR COUNTY WHO THEY ALSO COUNSELED CRIMINALLY AND UNCONSTITUTIONALLY. HE IS NAMED FOR AUTHORIZING THEFT OF MAILS IN CITY OF PLYMOUTH BY JANET LAMMERS ETAL AND FORGERY AGAINST JAMES KURTZ, HE IS NAMED FOR FIXING

EACH CITY REPORT OR AUTHORZING SAME AS QUOTED BY PASHELY AND OR NORLANDER FIXING AFFIDAVITS AND WARRANTS ECT. HE IS NAMED FOR PARTICIPATING IN SEARCH AN SIEZURE WARRANTS HE HELPED TO MANUFACTURE WITH PERSICK ETAL HE IS NAMED FOR COVERUP OF DOC AGENT RECORD FIXING AND SIEZURE OF KURTZ WITHIN THE CITY OF PLYMOUTH IN FURTHERANCE OF THIS SCHEME BEFORE AND AFTER THE TAKINGS AND THE 2013 KIDNAPPING. HE IS ALSO NAMED FOR MANUFACTURE OF TICKET ON KURTZ TRUCK AND STEALING MONEY FROM KURTZ, FROM TICKET AFTER PARTICIPATIONS IN THE KIDNAPPING OF KURTZ CAUSING TRUCK TO BE ON ROAD. HE IS NAMED FOR DIRECTING A COVERUP OF THEFTS BY JANET LAMMERS AND LAMMERS LITTLE LAMBS AND GUST AND ART LAMMERS WITH SHERIFFS AND STATE AGENTS REGARDING APPARENT MONEY LAUNDERING IN BANKS IN PLYMOUTH AND SHEBOYGAN FROM STOLEN MONEYS FROM KURTZ' HOUSE AND FARM AT LEAST 25000 A YEAR ACTUAL AND KURTZ LOST MORE THAN THAT TOO.

BRIAN YERGES-IS NAMED AS CITY OF PLYMOUTH ADMINISTRATOR HEREIN WHO WAS ALSO GIVEN LEGAL NOTICE BY JAMES KURTZ SEVERAL TIMES OVER THE YEARS OF COVERUP BY CITY AND POLICE WITH IN AND FOR THE COUNTY AND STATE. HE APPROVED SAID WRONGS AT ALL TIMES HERETO AND HE HAD A SEVERAL HOUR EXPLANATION FROM KURTZ VERBALLY AS WELL, WHILE HE SHOWED A CITY BUILDING TO KURTZ FOR SALE.

ERIC PASHLEY- IS NAMED AS TEAM LEADER IN THE SEARCH AND SIEZURE WARRANTS AND IN THE WARRANT RETURNS AND HE WAS ISSUED WARRANTS BY PERSICK. HE IS NAMED FOR FABRICATING AN AFFIDAVIT BOLSTERING THE SCAM AND NORLANDERS FALSIFIED AFFIDAVIT. PASHLEY SIGNED 4-30-2013 THE FALSIFIED AFFIDAVIT CONSISTING OF 26 PAGES FILED BY THE CLERK OF COURTS ON MAY 1, 2013. HE MADE NO PERSONAL KNOWLEDGE FACT STATEMENTS CLAIMS MADE ON HIS EXPERIENCE AND NORLANDERS AFFIDAV IT WHICH THEY BOTH CONSPIRED AND OR AGREED WITH OTHERS TO FABRICATE AS CITED IN 12 C 202 ONE CAN EASILY SEE THE PURPOSE OF THIS SCAM INVESTIGATION AND PHONY CHARGES BY DEFENDANTS

CORY NORLANDER- IS NAMED UNDER THE ORDERS OF THE SHERIFF PRIEBE AND HIS SUPERIORS FOR CARRYING OUT THE THREATS TO KIDNAPP BY COLOR OF OFFICE BY HIS ASSOCIATES IN FACT BY FABRICATING HIS INVESTIGATION REPORTS AND USING THE UNDERLYING FABRICATED REPORTS AND DOCUMENTS HIS CRIMINAL UNCONSTITUTIONAL ACTING ASSOCIATES MADE OVER THE YEARS RESULTING FROM CRIMINAL OBSTRUCTION OF JUSTICE BY THE MUNICIPALITIES AND STATE ETAL

HE IS NAMED FOR IGNORING FACTS DELIBERATELY TO FAKE THE CHARGES AS ALL OTHERS JOINTLY IN CONCERT. HE IS NAMED FOR CARRRYING ON THE THREATS OF DAVIT ADAMS HIS SUPERIOR REPORTED TO THE FBI LONG AGO IN 1987 AND MORE. HE IGNORED JAMES KURTZ UNDENIABLY OWNED AND OWNS THE FARM PROPERTY N7445 RACETRACK ROAD AND PERSONAL PROPERTY ON IT. HE IGNORED THE SHERIFFS INVOLVEMENT IN FALSE ARRESTS WITH THE CITY AND CRIMINAL HOLDING WITH THE DOC AGENTS IN THE CITY OF SHEBOYGAN AND CITY OF PLYMOUTH, DOC AGENTS BEING QUASSI COPS, HE DID SO TO CONCEAL THE UNDERLYING CRIMINAL BEHAVIOR BY THE DIRTY COPS DAS JUDGES ATTORNEYS, WIS. DOJ AGENTS AND OTHERS. HE IGNORED HIS OWN TAPE RECORDS OF JANET LAMMERS ADMITING JAMES KURTZ DID NOT DEFAULT ON THE LAND CONTRACT AND THUS OWNED SAID PROPERTY WHEN SHERIFFS TOOK SAME CLAIMING THEY DID SO BECAUSE OF THE DEFAULT ON THE LAND CONTRACT AND ORDERED KURTZ OFF HIS FARM AND TOOK ALL PROPERTY ON IT AND AUTHORIZED CRIMINAL THEFT THEN OF PERSONAL PROPERTY AS WELL AND THE EVIDENCE BEING LOOKED FOR IN THE WARRANTS HAS AND HAD NO EVIDENTIARY VALUE IN THE CRIME OF STALKING AS CRIMINALS CAN NOT BE STALKED BY VICTIMS OF CRIME ONCE THEY TAKE CRIMINAL POSSESSION OF PROPERTY OF VICTIM, VICTIM HAS PROPERTY RIGHT TO USE AND VIEW THEIR PROPERTY ANYTIME AND ANYWHERE IT MIGHT BE, NORLANDER OMITS THE UNDERLYING CRIMINAL TAKINGS AND CONSPIRACY TO CONCEAL AND COVERUP FACTS TO ATTEMPT TO MANUFACTURE SUCH CHARGE AND DOES SO VERY BADLY BECAUSE ON ITS FACE IT IS CONSTITUTIONALLY PROHIBITED

LANCE DASSLER IS NAMED FOR ASSISTING EXECUTION OF THE PHONY SEARCH WARRANTS FOR COUNTY'S CRIMINAL INVESTIGATION DIVISION HEADED BY DAVID ADAMS 4-30-13 AND LATER BY THE PRESENT SHERIFF CORY ROESELER WRONGFULLY INTENDING TO FURTHER THE THREATS AND KIDNAPPING SCAMS AND THEFT OPERATIONS. HE IS THE ONE WHO BREACHED THE DOORS ON THE PHONY MANUFACTURED WARRANTS. HE AND OTHERS WENT TO THE PLYMOUTH FIRE DEPARTMENT WHEREIN USING IT FOR A STAGING AREA WITH TAUSCHECK CITY CHIEF OF POLICE AND OTHERS. AFTER WAITING FOR NORLANDER TO MAKE THE FALSE ARREST ON THE FALSIFIED WARRANT ASKED FOR BY THE SHERIFF AND DEPUTIES FROM SUNDSMO THE ENTERED AND SEARCHED UNDER THE PHONY WARRANTS SIEZING KURTZ, DIANE MUELLERS AND TOM MUCHAS PERSONAL PROPERTY

JUSTIN DANIELS A CITY OF PLYMOUTH POLICE OFFICER DID ENTER THE PREMISES OF THE SEARCHES CRIMINALLY WITH OTHERS INVOLVED

LT. WILLIAMS IS NAMED FOR BEING INVOLVED IN THE EXECUTION OF THE PHONY WARRANTS WITH OTHER MEMBERS OF THE MEG UNIT

WIMMER/DCI *IS NAMED FOR BEING INVOLVED WITH THE CRIMINAL UNCONSTITUTIONAL SEARCHS AND SIEZURES PERSONALLY WITH OTHERS HERE IN ON SITE AND OTHERWISE*

BASTIL/DCI IS NAMED AS WIMMER IS REGARDING THE FIXING OF WARRANTS AND SIEZURE AND SEARCHES WITHOUT LEGITIMATE WARRANTS

BERGMAN DETECTIVE SHEBOYGAN COUNTY IS ALSO NAMED IN EXECUTION AND OTHER WRONGS REGARDING THE WARRANTS AND EXECUTION OF SAME AND MANUFACTURE OF SAME BY SHERIFFS ETAL.

TODD TRAAS *A SHB. CNTY DEPUTY IS NAMED FOR PARTICIPATION IN THE PHONY WARRANTS AND AND CHARGES AND SEARCH AND SEIZURES AND IS NAMED AS A PRIOR WRONG DOER WITH DEFENDANTS IN* CRIMINAL TAKINGS AT RACETRACK ROAD

JANET AND GUST LAMMERS/LAMMERS LITTLE LAMBS LLC *ARE NAMED AS CO CONSPIRATORS AND* AGREEING TO DO THESE WRONGS CRIMINALLY WITH DEFENDANTS (AN UNDERSTANDING)AND CLAIMING THE OFFICIALS HAD AGREED TO THE CRIMINAL COVERUP FOR THEM AND DWIGHT DARROW ETAL INTO THE FUTURE AND CONTINUE THE SAME THIS BEING A QUID PRO QUO ALLOWING THEM TO STEAL THE HOUSE AND FARM AND PERSONAL PROPERTY OF KURTZ AND MONEYS SAID PROPERTY GEN

DWIGHT DARROW- AN ATTORNEY OF JANET,GUST, ART,LAMMERS LITTLE LAMBS HEREIN COUNSELING CRIMINAL UNCONSTITUTIONAL CONDUCT AND PEDALING INFLUENCE WITH DAS COPS PERSICK ETAL CONSPIRED WITH PERSICK TO ENTER PHONY ORDERS WITH IN AND FOR LAMMERS JANET ETAL WHICH LEAD TO THE TAKINGS 2009 THAT HE COUNSELED WHITEHEAD TO DO AS A MATTER OF RECORD CRIMINALLY AND UNCONSTITUTIONALLY. PARTICIPATED WITH PERSICK AND A DIRTY LAWYER THEY PAID OFF TO HELP THEM FIX RECORD IN UNDERLYING INJUNCTION AND RESTRAINING ORDER DENIAL BY CRIMINAL MEANS OF ALL INVOLVED AND SHERIFFS AND D.A.S

LANCE DASSLER, LT. WILLIAMS, JUSTIN DANIELS, INSPECTOR BERGMAN, TODD TRASS, BASIL AND WIMMER FROM D.C.I. ARE ALL NAMED FOR THERE PARTS WITH OTHERS IN EXECUTING THE FAKE COMPLAINTS BASED ON FAKE RECORDS CLAIMING TO SUPPORT SAME IN WHICH ALL JUDGES BY STATUS CONCEALED AND COVERED UP AFTER NOTICE.

TOWN OF RHINE IS A MUNICIPALITY AND IS NAMED FOR ACTS AND OMMISIONS HEREIN RELATED LEADING TO THE MANUFACTURE OF RECORDS FROM 2009 ON AFTER NOTICE BY POLICY CUSTOM PRACTICE AND PATTERN OF CONDUCT OF APPROVING THE ONGOING FELONY AND CRIMINAL CONDUCT TOWARD KURTZ INTO THE FUTURE LIKE PLYMOUTH AS IF RESTATED HERE JOINTLY WITH COUNTY CITY OF PLYMOUTH AND STATE AS COUNSELED VIA SAME CORPORATION OF ATTORNEYS FIXING SCAMS

RON PLATZ- THE TOWN BOARD CHAIRMAN IS NAMED FOR FOR AFTER NOTICE AS HIS PREDECESSORS AUTHORIZING THE MAINTAINING OF TAKINGS AND FAKE PAPER TRAILS MADE TO ENFORCE SAME NOW USED AS BASIS OF STALKING CHARGE TO SILENCE KURTZ AND SUITS AND SPEECH ETAL JOINTLY IN CONCERT WITH ALL OTHER DEFENDANTS AND AUTHORIZING THEFT OF MONEYS FROM PROPERTIES.

CAUSES OF ACTION

FIRST CAUSE OF ACTION- IS FOR UNLAWFUL/UNCONSTITTUTIONAL SEARCH AND SEIZURE AT 330 SOUTH BRUINS AVE. PLYMOUTH WISCONSIN. 53073 OF DIANE MUELLERS HOME/GARAGE/BUILDINGS/LAND AND PERSONAL PROPERTY AND THAT PERSONAL PROPERTY OF JAMES KURTZ BEING KEPT THERE BY THE DEFENDANTS ON OR ABOUT MAY 3, 2013 WITH A MANUFACTURED WARRANT FURTHERING CRIMINAL THREATS FOR ENFORCING RIGHTS AND OR ATTEMPTS TO. 1ST ,4TH,14TH AMEND.S (AS TO ALL WARRANTS SEARCH/SIEZURES)

SECOND CAUSE OF ACTION- IS FOR UNLAWFUL/UNCONSTITTUTIONAL SEARCH AND SEIZURE AT 502 REED STREET PLYMOUTH, WISCONSIN 53073 OF THOMAS MUCHA'S HOME BUILDINGS AND PROPERTY BY THE DEFENDANTS ON OR ABOUT MAY 3 , 2013, WITH A MANUFACTURED WARRANT FURTHERING CRIMINAL THREATS FOR ENFORCING RIGHTS AND OR ATTEMPTS TO.

THIRD CAUSE OF ACTION- IS FOR UNLAWFUL/UNCONSTITUTIONAL SEARCH AT THOMAS MUCHA'S HOME AND PROPERTY AND HIS AND JAMES KURTZ' PERSONAL PROPERTY BY THE DEFENDANTS ON OR ABOUT MAY 3,2013, WITHOUT A WARRANT AND EXCEEDING THE SCOPE OF THE WARRANT BY DEFENDANTS OBTAINING THE PLYMOUTH BUILDING INSPECTOR PETE AND HAVING HIM DO A SEPARATE SEARCH OF THE HOME BUILDINGS AND PROPERTY FOR BUILDING CODE VIOLATIONS OUTSIDE THE ISSUES IN THE MANUFACTURED WARRANTS.

FOURTH CAUSE OF ACTION- IS AGAINST THE DEFENDANT STATE AGENTS, DEFENDANT SHERIFFS, COUNTY TREASURER FOR RETALIATION KIDNAPPING MADE TO LOOK LIKE AN ARREST (FOR PURPOSE OF ISSUING THE MANUFACTURED WARRANTS)FOR JAMES KURTZ GIVING LEGAL NOTICE TO THE TREASURER LAURA HENNING LORENZ REGARDING THE RIGHT TO KILL FELONS IN UNIFORM OR NOT DURING THE PRIOR ROBBERIES AND THEFTS/TREATS AT GUN POINT WHICH IS ON AUDIO(RULES OF LAWFUL USE OF DEADLY FORCE) FROM THE 2009 TAKINGS OF PROPERTIES WITHOUT WARRANTS OR COURT ORDERS AT N7401/N7445 RACETRACK ROAD PLYMOUTH, WISCONSIN BELONGING TO JAMES KURTZ THAT HE POSSESSED AS WELL.

5TH CAUSE OF ACTION- IS AGAINST THE DEFENDANTS FOR REQUESTING AND OBTAINING CRIMINAL INFLUENCE PEDALING FROM PERSICK AS COURT COMMISSIONER BY STATUS, WHO WAS PREVIOUS TO HER ACTIONS AS COURT COMMISIONER TOWARD JAMES KURTZ; CORPORATION COUNSEL OF SHEBOYGAN COUNTY, PRECLUDING HER NUTRALITY AND DETACHMENT AS A MATTER OF STATUTORY LAW AND CONSTITUTION (ALL CRIMINAL MISCONDUCT) 14TH AMENDMENT.
THIS STARTS FIRST WITH REQUESTING PERSICK FIX THE HEARING, RECORDS, DOCUMENTS AND ORDERS IN A CASE 9CV698, AND, WHEREIN JAMES KURTZ WAS PLAINTIFF/PETITIONER REQUESTING RESTRAINING ORDER AGAINST JANET LAMMERS AND GUST LAMMERS PRIOR TO THE WARRANTLESS SEARCH AND SEIZURES AT N7441/N7445 RACETRACK ROAD AND IN WHICH THESE PONY WARRANTS ARISE FROM, SO SHE COMPOUNDED HER OWN CRIMINAL CONDUCT. FIRST BY NOT RECUSING IN BOTH INSTANCES AND SECOND LAYING THE FRAUDULENT AND/OR FABRICATED GROUND WORK FOR HER PHONY WARRANTS IN 2013 IN THE SEARCHES AND SIEZURES AND THE PHONY ARREST OF KURTZ AND HOLDING. PERSICK IS ALLEGED TO BE PARTY TO THE TAKINGS IN 2009 AS HER ORDERS FOR HARASSMENT INJUNCITION WOULD HAVE PRECLUDED THE CRIMINAL TAKINGS WITH THE DIRTY OFFICIALS AND FRIENDS OF HERS.

6TH CAUSE OF ACTION- IS FOR THE UNLAWFUL AND UNCONSTITUTIONAL SEARCH AND SEIZURE OF JAMES KURTZ AND BUZZ ENERGIES 2012 PRIUS AND ITS CONTENTS IN THE CITY OF SHEBOYGAN, AT OR NEAR THE SHEBOYGAN PROBATION AND PAROLE OFFICE BY THE DEFENDANTS ON OR ABOUT MAY 13TH, 2013.

7TH CAUSE OF ACTION- IS FOR THE DEFENDANTS UNLAWFUL AND UNCONSTITUTIONAL THREATS TO JAMES KURTZ NOT TO SUE AND OR HELP US OTHER PLAINTIFFS SUE OR THEY WOULD IMPRISON HIM AS IN PAST AND LIKE THE INTIMIDATION USED HERE.

8TH CAUSE OF ACTION- IS AGAINST DEFENDANTS FOR DENYING RIGHT TO HONEST SERVICES OF GOVERNMENT OFFICIALS AND RIGHT TO HONEST SERVICES AS IT RELATES HEREIN TO THE PLAINTIFFS WHO INCORPORATE ALL CAUSES OF ACTION RELATED. 14TH AMENDMENT

9TH CAUSE OF ACTION- IS AGAINST THE DEFENDANTS FOR RETALIATION

1. FOR ENFORCING RIGHTS TO SPEAK FREELY AND SPEAK THE TRUTH ABOUT THE DEFENDANTS AND THEIR ASSOCIATES IN FACT REGARDING THEIR CRIMINAL AND UNCONSTITUTIONAL WRONG DOING REGARDING JAMES KURTZ, MYSELF, AND BUZZ ENERGIES INCORPORATED. SUCH SPEECH IS GRANTED BY THE 1ST/14TH AMEND.S
2. ENFORCING THE RIGHT TO SUE AND OR ASSISTED TO SUE
3. ENFORCING THE RIGHT TO ASSOCIATE WITH JAMES KURTZ WHOM THEY HATE ALSO A 1ST AMENDMENT RIGHT, THUS BEING SUBJECT TO FELONYS AND UNCONSTITUTIONAL WRONGS FOR ASSOCIATING WITH JAMES KURTZ THEY WANTED SILENCED

10TH CAUSE OF ACTION – IS FOR THREATENING AND CARRYING OUT A KIDNAPPING BY COLOR OF OFFICE IF HE DARE ENFORCE HIS PROPERTIES RIGHTS AND LEGAL RIGHTS AND DUTIES REGARDING HIS PROPERTIES AT N7401 RACETRACK ROAD AND N7445 RACETRACK ROAD BY THE DEFENDANTS IN EFFORT TO OBSTRUCT JUSTICE AND INTIMIDATE VICTIMS AND WITNESSES OF THEIR CRIMINAL UNCONSTITUTIONAL OPERATIONS OF THE DEFENDANTS.

11TH CAUSE OF ACTION- IS FOR MANUFACTURE OF THE POLICE REPORTS BY THE COUNTY AND SHERIFFS/STATES AGENTS ETAL AND CITY OF PLYMOUTH AND POLICE, FIRST OF ALL, THEN COMPOUNDED BY THERE MANUFACTURE OF THE WARRANT APPLICATIONS AND THE CRIMINAL COMPLAINTS VIOLATING THE WARRANT CLAUSE BY THE DEFENDANTS 4TH 14TH AMEND.

12TH CAUSE OF ACTION- IS FOR REQUESTING AND OBTAINING THE ASSISTANCE OF DOUG SUNDSMO TO INITIATE THE PHONY ARREST FOR ENFORCTING RIGHTS TO SPEECH TO THE TREASURER WHO SAID WE CAN NOT LET U TALK LIKE THAT(TALK THE TRUTH AND THE LAWS APPLICATION TO IT REGARDING 2009 AND OTHERWISE AS RELATED)

13TH CAUSE OF ACTION- IS FOR SOLICITING STATE JUDGE BY STATUS ANGELA SUKAVITCH TO OBSTRUCT JUSTICE/ MANUFACTURE PROBABLE CAUSE WHEN NONE EXISTED TO PROTECT PERSICK AND OTHER FELON UNCONSTITUTIONAL ACTORS. SHE CLAIMING GIVING LEGAL NOTICE TO BANKS OF APPARENT MONEY LAUNDERING INVOLVING MONEYS MADE BY PROPERTY THE STATE AND COUNTY STOLD WITH LAMMERS AND THEIR CORPORATION.(SHE CLAIMED THIS JURISDICTION FOR STALKING CRIME)(CONSTITUTION PRECLUDES AS SHE ETAL KNEW) AND THEREAFTER APPOINTING ANOTHER JUDGE BY STATUS BOLGERT WHO WAS A CRIMINAL UNCONSTITUTIONAL ACTOR PRIOR TO APPOINTMENT. 14TH AMEND

14th CAUSE OF ACTION- IS FOR MAINTAINING THEFTS FROM JAMES D. KURTZ' AND ALISANNY OF MONEYS THE REAL AND PERSONAL PROPERTIES STOLEN MADE AND OR WOULD HAVE MADE EVEN MORE HAD THE COUNTY AND STATE NOT STOLEN SAID PROPERTIES AND HAD CITY OF PLYMOUTH AND TOWN OF RHINE NOT PARTICIPATED CRIMINALLY AND UNCONSTITUTIONALLY IN CONSPIRACY TO CONCEAL AND COVERUP FACTS AND MAKE TRUE RECORDS.

15th CAUSE OF ACTION- IS FOR DISCRIMINITORY ADMINISTRATION AND ENFORCEMENT OF THE LAW BY THE DEFENDANTS AND AS ABOVE ALL JOINTLY AND IN CONCERT AGAINST THE PLAINTIFFS.

16TH CAUSE OF ACTION- IS FOR INTERFERING WITH THE RIGHT OF COUNSEL FROM CHICAGO TO OBTAIN SUIT IN STATE CLAIMS THAT WAS ALREADY BEING PAID IN A FEW DAYS AFTER THE KIDNAPPING, TO START STATE ACTION TO RETURN PROPERTIES SUBJECT OF THE FAKED UP CRIMINAL CHARGES 2013 AND FOR STEALING PAPERS BETWEEN KURTZ AND SAID ATTORNEY FROM CHICAGO THUS ESTOPING TIMELY SUIT IN STATE THROUGH COUNSEL AS WELL AS IN PERSON.

17TH CAUSE OF ACTION- IS FOR THREATS AND IMPRISONMENT BY DEFENDANTS JOINTLY AND IN CONCERT FOR ATTEMPTS TO SUE IN THE STATE AND FEDERAL COURTS TOWARD JAMES KURTZ,AND AS RELATED TO ANY ASSOCIATES OF HIS.

18TH CAUSE OF ACTION- IS FOR THE CITY OF PLYMOUTH, SHEBOYGAN COUNTY AND STATE AGENTS FALSIFYING JAMES AND ALISANNY KURTZ OWE THEM MONEY FOR PROPERTY TAX AT 41 SELMA ST. PLYMOUTH WHILE DEFENDANTS STEAL MORE THAN THE CLAIMED TAX DUE. IN ESSENCE STEALING THE MONEY THEN SAYING KURTZ DID NOT PAY FOR TAXES FROM SAID MONEY BECAUSE THEY STOLD IT AND THUS THEY THREATEN SEIZURE OF THE PROPERTY AS A RESULT OF SUCH CRIMINAL UNCONSTITUTIONAL OPERATIONS.

19th CAUSE OF ACTION- IS AGAINST THE CITY OF PLYMOUTH COUNTY AND STATE AND AGENTS FOR STEALING MONEY HEREIN OF KURTZ AND TELLING JAMES AND ALISANNY THEY MUST PAY FOR THE CITY FOR BUILDING PERMIT OF 200 DOLLARS IN ADDITION TO THE STOLEN MONEY IN EXCESS OF THAT AFTER APPROVING THE PERMIT OTHERWISE

20TH CAUSE OF ACTION- IS AGAINST THE DEFENDANTS REGARDING THE ONGOING STEALING OF MONEY MADE BY THE PROPERTIES AT N7401 AND N7445 RACETACK ROAD PLYMOUTH WIS. 53073 AND CONSPIRACY TO CONCEAL AND COVER IT UP OBSTRUCTING THE MARRIAGE AND WEDDING, CEREMONY AND HONEY MOON OF JAMES KURTZ AND ALISANNY MONTERO KURTZ NOT LESS THAN $25,000 A YEAR

RELIEF REQUESTED BY EACH PLAINTIFF

A. COMPENSATORY DAMAGES IN AN AMOUNT TO BE DETERMINED OF NOT LESS THAN 500,000,000.00 DOLLARS AGAINST EACH ACTOR JOINTLY AND IN CONCERT, FOR THE KIDNAPPING BY COLOR OF OFFICE AND THREATS AND TAKINGS ON GOING OF MONEY AND PROPERTY, IN ADDITION TO THE ORIGINAL SUIT FILED REGARDING THE TAKINGS TO ADELMAN WHO DISMISSED WITHOUT PREJUDICE, WHICH IS HEREBY INCORPORATED FOR REFERENCE.
B. COMPENSATORY DAMAGES IN AN AMOUNT TO BE DETERMINED OF NOT LESS THAN 100,000,000 AS AGAINST EACH WRONG DOER AS TO WRONGS TO DIANE K. MUELLER
C. PUNITIVE AND EXEMPLARY DAMAGES OF 10 X 'S COMPENSATORY.
D. PRELIMINARY AND PERMANENT INJUNCTION AND RESTRAINING ORDERS CONSISTANT WITH THE COMPLAINT.
E. REQUEST THE COURT HEAR PENDANT STATE CLAIMS
F. ATTORNEY FEES, COSTS, DISBURSEMENT, INTEREST, AND OTHER RELIEF THE CCOURT DEEMS EQUITABLE.
G. TRIAL BY JURY

THE FOREMENTIONED IS HEREBY SWORN TRUE AND CORRECT ON MY OWN PERSONAL KNOWLEDGE AND THE RECORDS KNOWN TO ME UNDER PENALTY OF PERJURY.

DATED APRIL 22ND 2019

James DeLyle Kurtz

JAMES DELYLE KURTZ U.S. NAVY RETIRED

Alisanny M.

ALISANNY MONTERO KURTZ,

Diane K. Mueller

DIANE K. MUELLER

II

R. O. No. _____ - 19 - 20. By CITY CLERK. July 15, 2019.

Submitting a claim from Mel Arentsen for alleged damages to his property after the stripping of topsoil from the SouthPointe Campus.

_____

CITY CLERK

JUL 9'19 AM10:39

DATE RECEIVED 7/9/19 RECEIVED BY MKC

CLAIM NO. 7-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: MEL ARENTSEN
2. Home address of Claimant: 2709 PRAIRIE WINDS CT.
3. Home phone number: 920-918-7872
4. Business address and phone number of Claimant: N/A.
5. When did damage or injury occur? (date, time of day) STARTED 8-17-2018 CONTINUED THOUGHOUT THE YEAR.
6. Where did damage or injury occur? (give full description) THE BACK YARD OF MY PROPERTY @ 2709 PRAIRIE WINDS CT.
7. How did damage or injury occur? (give full description) THE CITY'S CONTRACTOR (PTS) STRIPPED ALL THE TOPSOIL FROM THE SOUTHEPOINT CAMPUS WITH OUT THE PROPER EROSION CONTROLS. THE RAIN THEN WASHED THE CLAY INTO THE WATERWAYS WHICH THEN ENDED IN MY YARD & CLOGGED MY DRAIN TILE THERE ARE 2 WATERWAYS GOING INTO MY PROPERTY. THE MAJOR DAMAGE CAME FROM THE WATERWAY FROM THE NORTH.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A.

(b) Claimant's statement of the basis of such liability: N/A

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: ? N/A

(b) Claimant's statement of basis for such liability: ? N/A.

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

NO INJURIES. PROPERTY WAS DAMAGED. TILE DRAINAGE SYSTEM NO LONGER WORKED.

11. Name and address of any other person injured: N/A.

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: $

Property: $ 8000 ESTIMATE

Personal injury: $

Other: (Specify below $

TOTAL $ 8000.00 ESTIMATE

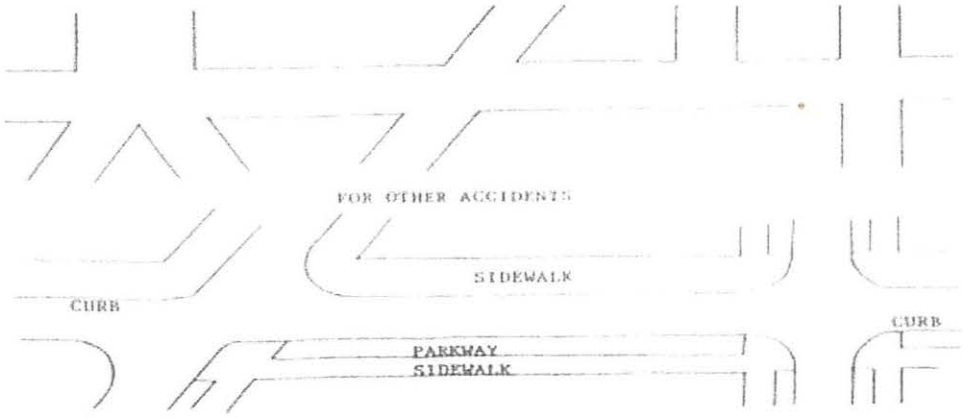
Damaged vehicle (if applicable) N/A.

Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Mel Arentsen DATE 7.9.19.

DATE RECEIVED 7-9-19 RECEIVED BY MKC

CLAIM NO. 7-19

CLAIM

Claimant's Name: MEL ARENTSEN Auto $

Claimant's Address: 2709 PRAIRIE WINDS CT Property 1ST BILL 3748.24
2ND BILL $ ~~4000.00~~ 4251.76 ESTIMATE

SHEBOYGAN, WI 53081 Personal Injury $

Claimant's Phone No. 920-918-7872 Other (Specify below) $

TOTAL $ ~~7748.24~~ 8000.00 ESTIMATE

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ APPROX $8000.00

SIGNED [signature] DATE: 7-9-19

ADDRESS: 2709 PRAIRIE WINDS CT SHEBOYGAN WI 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

A & M Trees, LLC

7230 Sauk Trail Rd.
Sheboygan, WI 53081
(920) 452-1967

Invoice

DATE	INVOICE #
1/8/2019	13402

PAID
CK# 7788
1-15-19
$ 3748.24

BILL TO

Arentsen, Melvin & Linda
2709 Prairie Winds Court
Sheboygan, WI 53081

TERMS
Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Labor 12/11/18	17.5	48.00	840.00T
Labor 12/12/18	15.5	48.00	744.00T
Backhoe with operator services	6	85.00	510.00T
Bobcat with operator	4	65.00	260.00T
8 inch tile	285	2.85	812.25T
4 inch tile	10	0.75	7.50T
Unions and "Y" pipes		30.00	30.00T
3/4" washed stone per ton	24	15.25	366.00T
5% sales tax		5.00%	178.49

It is a pleasure working with you!

Total $3,748.24

Accounts 30 days or more past due are subject to 1.5%

Financial Trend Monitoring Analysis

July 15, 2019

Introduction

The Financial Trend Monitoring System (FTMS) was developed by the International City/County Management Association (ICMA) as a method for monitoring the financial condition of local government. The purpose of this report is to comprehensively examine the financial trends of the City of Sheboygan and make any financial policy adjustments to improve its overall financial condition. In accordance to the FTMS, generally accepted accounting standards were followed for the data presented in this report.

The report for this financial analysis is derived from the indicators described in the ICMA publication, "Evaluating Financial Condition". The ICMA model examines four types of financial conditions:

1. *Cash Solvency* – the ability to pay bills over the next 60-90 days
2. *Budgetary Solvency* – the ability to cover expenditures with revenues and other resources over the normal budget period.
3. *Long-term Solvency* – the ability to pay not only the costs of doing business in the current year, but also those that will come due in future years.
4. *Service-Level Solvency* – the ability to provide services at the level and quality that are required for the health, safety, and welfare of the community and that citizen's desire.

There are significant variations on how local governments manage their finances. This variation makes it challenging identify the standards and benchmark the indicators for local government. Therefore, it is almost certain that these standards and indicators are set up in accordance to local government goals, mission, and vision. For each indicator, they are characterized by an outcome described below:

Favorable – this trend is positive and meets policy or performance measures set by the city.
Caution – the trend is uncertain and should be watched carefully because it may move in a direction that could have negative impact on the city's financial condition.
Negative – the trend is a warning and does not meet policy or performance measures set by the city. More information should be gathered and corrective actions should be taken as soon as possible.

Methodology

This report contains data from audited Comprehensive Annual Financial Reports (CAFR) from 2014 through 2018. The data includes revenue and expenditure information for general fund, special revenue funds, debt service funds, and other subsidiary funds.

When required for analysis, adjusting for inflation converts current dollars into constant dollars. The conversion from actual dollars to constant dollars allows for analyst to take in account the appearance growth due to inflation. For this report, the Consumer Price Index (CPI) tracks the prices of goods and services used by average wage earners in 2014.

	2014	2015	2016	2017	2018
Consumer Price Index	236.736	237.017	240.008	245.12	251.107
2014 Conversion Table	1.000	0.999	0.986	0.966	0.943
Percent Change		0.119	1.363	3.420	5.723

The following formula and example reveals how to calculate to constant dollars:

Conversion Factor = (2014 CPI / 2018 CPI) or (236.736 / 251.107) = 0.943
Constant Dollar = (Actual Dollar X Conversion Factor) or ($1000 X .943) = $943.
This means that $1000 would have been worth $943 in 2014.

Indicators

For the analysis of the City of Sheboygan's fiscal condition, 12 indicators were identified for this report:

Description		Trend
Revenue Indicators	Property Tax Revenue	Favorable
	General Government Revenue (Actual vs. Budgeted)	Favorable
	Intergovernmental Revenue	Favorable
Expenditure Indicators	Expenditure per Capita	Favorable
	Expenditure per Function	Favorable
	Employees per Capita	Favorable
	Personnel Cost As a Percent of Expenditures	Favorable
	Fringe Benefits as a Percent of Personal Services	Favorable
Operating Position	General Fund Operating Surplus / Deficit	Favorable
	Fund Balance as a Percentage of Revenue	Favorable
Debt Position	Debt Service-related Property Tax Levy	Favorable
	Net Direct Debt to Debt Limit	Favorable

Revenue

Revenue determines the city's capability to bring funds necessary to providing services. Under the right conditions, revenue should grow at an equal rate of expenditures. The City of the Sheboygan is known to have fiscally conservative policies.

Intergovernmental revenue plays a significant role in the funding of service-based programming. While a vast majority of the intergovernmental revenue sources are state-derived, permanent in nature, and reasonably stable, a limited amount is not permanent. The city needs to monitor the development of Wisconsin State budgets and be prepared to deal with funding changes.

Expenditure

Expenditures are an approximate measure of the city's service output. Generally speaking, as city provides more services, the more the city spends. The quality of services and efficiency are not accounted for under this indicator. An ideal situation would be that the expenditure growth

rate does not exceed the revenue growth rate and will have maximum spending flexibility to adjust changing conditions.

There are several factors to considering when measuring the city's capability to deliver its services and goods. First, determining the expenditure growth rates should operate within its revenue. Expenditure costs have been able to remain at a stable rate despite changes in the budget. In addition, this balance may also have to incur with the changes in priorities for budgeting. For example, a small percentage decrease in public safety suggest lower crimes rates, therefore, the city will allocate more funds towards public works for funding its capital projects. Second, a level of flexibility is needed in which the city is able to adjust its service levels to changing economic and social conditions. Mandatory costs are likely to occur, such as debt service payments, pension benefits, mandates, etc. A growing number mandatory costs would likely decrease flexibility and may affect the Sheboygan's ability to provide services. The overall results in Sheboygan suggest there have been no significant changes in expenditure costs. However, minimal changes may affect the overall operating position.

Operating Position

Operating position refers to Sheboygan's ability to maintain reserves for emergencies, and maintain sufficient cash to pay short-term obligations and bills. A city will generate an operating surplus (revenue exceeds expenditures) or deficit (expenditures exceeds revenue). These surplus and deficits are created from policy decisions or unintentionally from imprecise forecasted revenues and expenditures. In Sheboygan, results would indicate there may have been some issues in maintaining an operational surplus, but that may be due to policy and/or priority shifts. Reserves are built through the accumulation of annual operational surpluses. These are maintained for a financial safety net in case of an event of loss of revenue source, natural disaster, economic downturn, etc. Having sufficient reserves allows for the city to be more flexible with its spending. Sheboygan has had an increase in uncommitted fund balances. Consequently, the city has used the balances as a funding source for one-time projects or purchases.

Debt Structure

Debt structure is important for examining its expenditure obligations that must be satisfied when due. Debt is an effective tool to finance capital improvements and smooth short-term revenue flows. Under the right circumstances, the city's debt should be proportionate to the size and growth of the city's tax base. Sheboygan has relatively been able to maintain its repayment obligations and related favorable bond rating. However, projections based on the report findings would suggest that the city needs to closely monitor its future capital list and related debt issues.

Revenue

Trend: Favorable

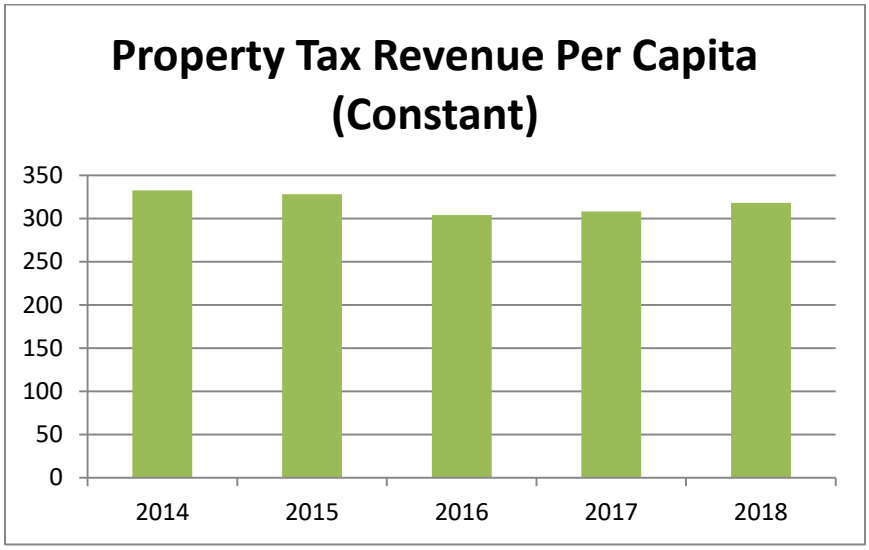
Property Tax Revenue Per Capita

Description

Property tax is one the major source of funding in the City of Sheboygan that makes up majority of the operating budget. Revenue per capita illustrates how revenue changes relative to the change in population over time. This reasoning argues that the cost of services is directly related to the population size. As the population size increases, it may be expected that the need for services would increase proportionately and remain constant during periods of decreasing size of population. If per capita revenue decreases, the city may unable to maintain existing services unless it finds new sources of revenue.

Analysis

Within the past five years, property tax per capita has decrease by approximately $19 per capita. In 2014 through 2016, the city had seen a decrease in revenue but, which increased in 2017 and 2018.



Formula:

$$\frac{\text{Operating Revenue (Constant)}}{\text{Population}}$$

	2014	2015	2016	2017	2018
Property Tax	$16,167,763	$15,972,916	$14,960,383	$15,406,665	$16,469,774
CPI Conversion	1	0.999	0.986	0.966	0.943
Property Tax (Constant)	$16,167,763	$15,956,943	$14,750,938	$14,882,838	$15,530,997
Total Population	48,649	48,654	48,514	48,329	48,846
Property Tax Revenue Per Capita (Constant)	332.33	327.97	304.06	307.95	313.54

Conclusion

Revenue per capita decreased from 2014 to 2016. However, with a modest change in population, revenue per capita has moderately risen over the past few years. Despite this, the city has had little to no trouble in absorbing the population and has been able to maintain its service level.

Revenue

Trend: Favorable

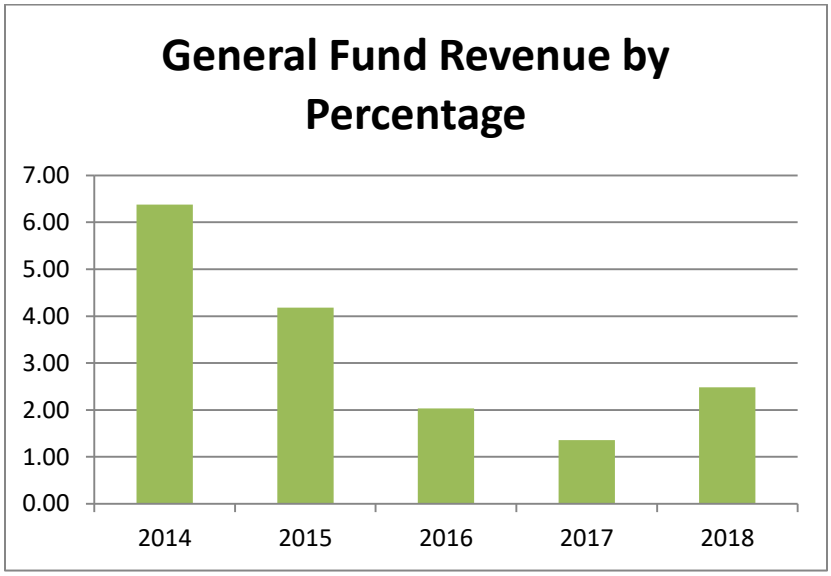
General Fund Revenue: Actual vs. Budget

Description

This indicator examines the comparison of the actual revenue received and budgeted in the General Fund revenue. This indicator is essential in examining the differences between the actual and budgeted funds to account for the operating revenue for services.

Analysis

The city has improved its projections for General Fund revenue in the past three years. The basis for its improved projection may be attributed to the city's enhanced analysis of planned permit fees associated with future development. With this downward trend since 2014, this trend is likely to remain constant.



Formula:

Difference (Actual – Budgeted)

Actual

	2014	2015	2016	2017	2018
Actual	$35,020,791	$34,426,556	$33,126,796	$33,665,263	$35,091,324
Budgeted	$32,922,200	$33,045,716	$32,469,155	$33,212,132	$34,121,641
Difference	$ 2,098,591	$ 1,380,840	$ 657,641	$ 453,131	$ 969,683
Percentage Change	6.38	4.18	2.03	1.36	2.84

Conclusion

This trend is favorable. An under estimation of revenue means that the city may decide to increase property tax levy or applied fund balance more than necessary. An underestimated of budget revenues can result in constraints on services and/or capital projects. Therefore, examining the difference between the actual and budgeted revenues should be minimized as much as possible.

Revenue

Trend: Favorable

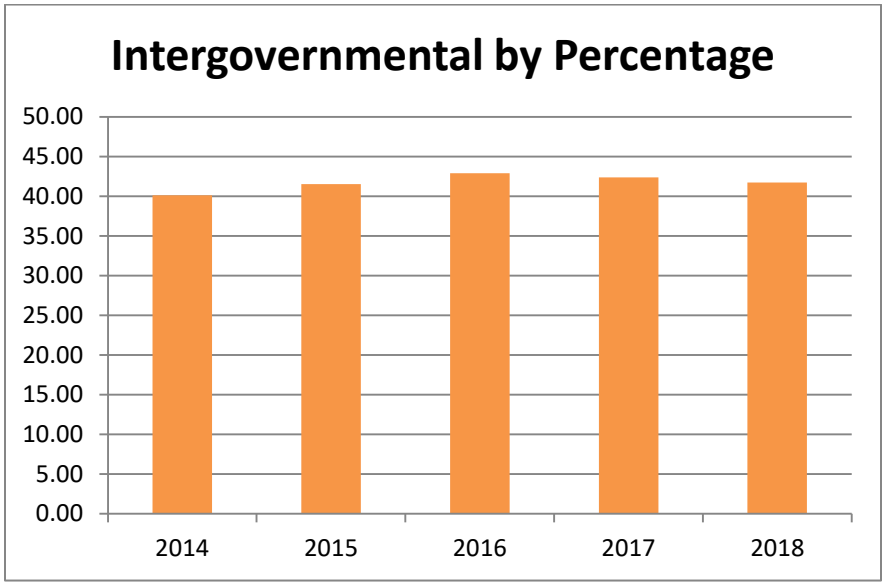
Intergovernmental Revenue

Description

Intergovernmental revenues are funds received from other governmental entities. However, an overdependence on intergovernmental revenue can have adverse impact on financial condition due to restrictions or stipulations that the other governmental entities attach to the revenue. For instance, as Federal and state governments struggle with their own budgetary problems, withdrawal or reduction of payments to local governments serve as one of their cutback options.

Analysis

Sheboygan's intergovernmental revenue as a percentage of the General Fund revenue is the city's second largest category (with Taxes being the largest category). Over the past five years, the percent of intergovernmental revenue has been very constant. In 2018, intergovernmental revenue increased by $378,769 due, in part, to higher State Transportation Aids.



Formula:

Intergovernmental Revenue

Net Operating Revenue

	2014	2015	2016	2017	2018
Intergovernmental Revenue	$14,047,489	$14,297,099	$14,207,490	$14,258,858	$14,637,627
Net Operating Revenue	$35,020,791	$34,426,556	$33,126,796	$33,665,263	$35,091,324
Percentage	40.11	41.53	42.89	42.36	41.71

Conclusion

The city, similar to all other Wisconsin municipalities, relies heavily on intergovernmental aid and grants for operating purposes. The State of Wisconsin has restricted options of municipalities in generating additional direct revenue sources, i.e. sales and income taxes. State Transportation Aids to the city has increased in the last two years and is expected to increase in light of the State formula which rewards municipalities which spends more on transportation-related activities.

Expenditure

Trend: Favorable

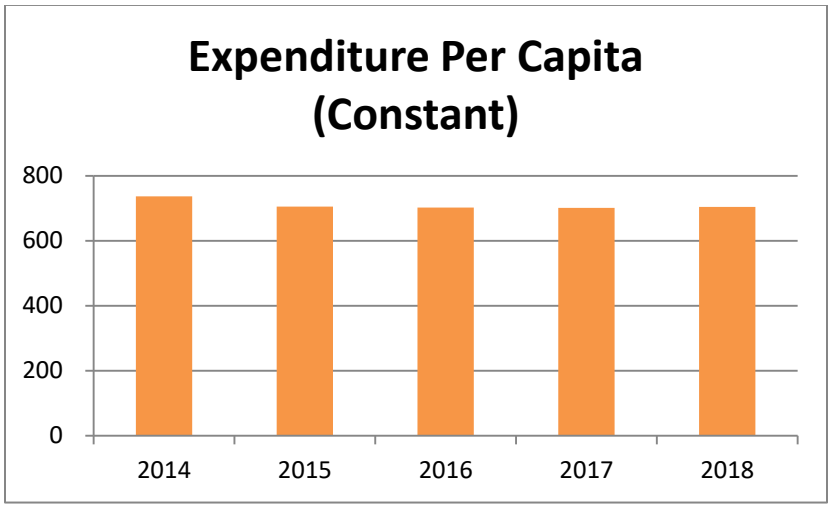
Expenditure Per Capita

Description

Expenditures per capita reflect changes of expenditures relative to the population. An increase in per capita may indicate that cost of providing services is exceeding the City's ability to pay. If the increase in spending is greater than would be expected from continued inflation and cannot be explained by the addition of new services, it can be an indicator of declining productivity, whereby the government is spending more real dollars to support the same level of services.

Analysis

With the exception of 2014, (General Fund) expenditures per capita have been stable.



Formula:

$$\frac{\text{Expenditure (Constant)}}{\text{Population}}$$

	2014	2015	2016	2017	2018
Expenditure	$35,859,473	$34,348,224	$34,565,857*	$35,104,914	$36,460,099
CPI Conversion	1	0.999	0.986	0.966	0.943
Expenditure (Constant)	$35,859,473	$34,313,875	$34,081,935	$33,911,347	$34,381,873
Total Population	48,649	48,654	48,514	48,329	48,846
Expenditure Per Capita	737.11	705.26	702.52	701.68	703.88

*The 2016 Expenditure amount does not include a $2.5 million transfer to Sheboygan County for capital costs associated with the transfer of emergency dispatch services.

Conclusion

If expenditure per capita increased without offsetting increases in revenue, the city will have to be concerned over policy issues. However, the trend seems to reveal no significant changes and does not warrant changes over its policies.

Expenditure

Trend: Favorable

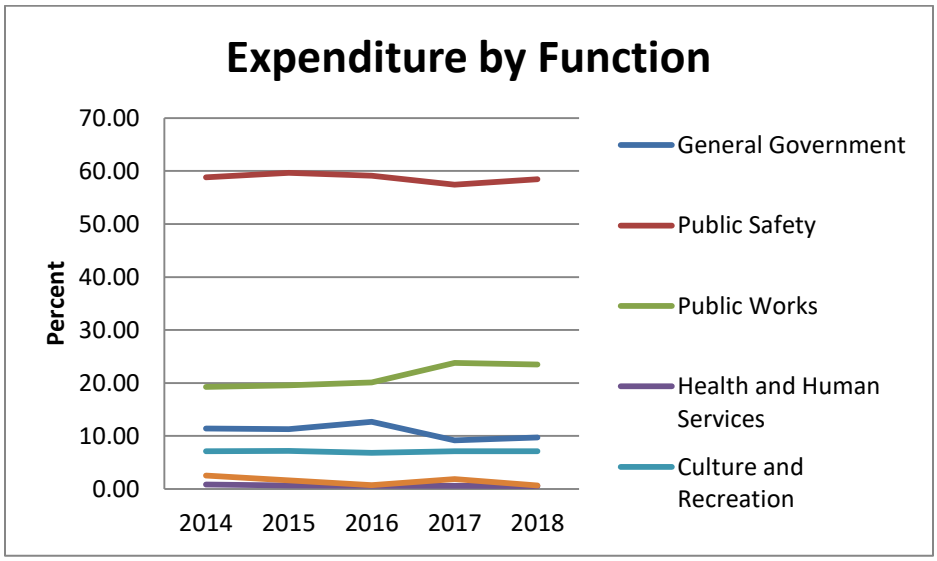
Expenditure by Function

Description

Expenditures by function show a breakdown of the General Fund expenditures. This can help analyze causes of changes in expenditures over time by department. The City of Sheboygan operates with at least six departments reflected in their finances in terms of employees, services, and benefits.

Analysis

The overall expenditures of the General Fund have been fairly stable with an average annual increase of less than 1 percent. (Please note the dollar amounts here have not been adjusted by the CPI Conversion.) Three categories experienced significant changes over the four year period: Public Works (increase), Health and Human Services (decrease), and Conservation and Development (decrease).



Formula:

Expenditures

Net Expenditures

	2014	2015	2016	2017	2018
General Government	$ 4,036,423	$ 3,886,099	4,689,064	3,221,641	3,523,721
Public Safety*	$20,820,701	$20,481,643	21,920,893	20,153,962	21,258,978
Public Works	$ 6,809,341	$ 6,711,257	7,443,242	8,359,079	8,550,172
Health and Human Services	$ 301,953	$ 233,341	233,451	221,626	188,887
Culture and Recreation	$ 2,515,122	$ 2,470,759	2,521,890	2,502,128	2,589,426
Conservation and Development	$ 905,387	$ 565,125	257,317	646,478	348,915
Total	$35,388,927	$34,348,224	$37,065,857	$35,104,914	$36,460,099

*The 2016 Expenditure amount does not include a $2.5 million transfer to Sheboygan County for capital costs associated with the transfer of emergency dispatch services.

Conclusion

With the exception of the Public Works category, Health and Human Services and Conservation and Development experienced one-time expenses in prior years which are not expected to be repeated. Future funding in the Public Works category is anticipated to continue at the 2017 and 2018 levels.

Expenditure

Trend: Favorable

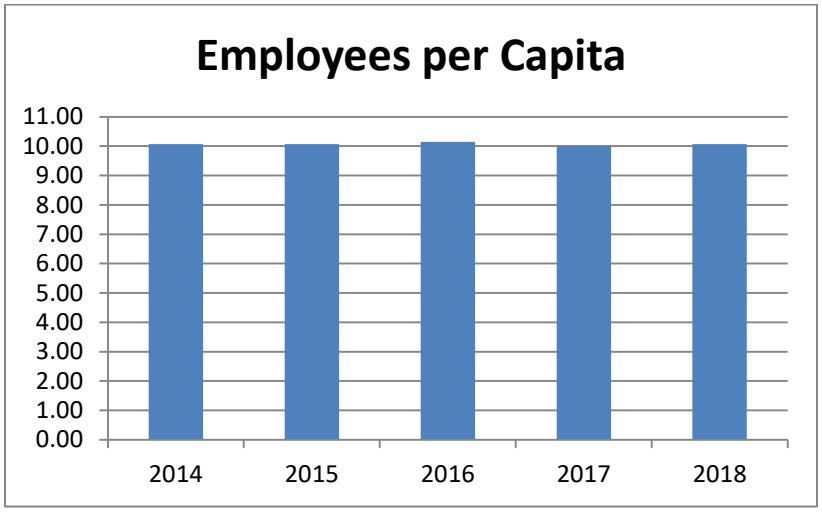
Employees per Capita

Description

This measure represents total employees on the payroll system. Personnel costs are a major portion of local government's operating budget. Therefore, plotting changes in the number of employees per capita is a good way to measure changes in expenditures. In addition, increasing ratio of employees per 1,000 in population can be a warning sign for declining productivity or more labor intensive services that have been added or expenditures are rising faster than revenues.

Analysis

Sheboygan's municipal government number of employees has remained consistent over the past five years. With no material change in population, no material change in employees has occurred during this period.



Formula:

$$\frac{\text{Number of Municipal Employees}}{\text{Population}}$$

	2014	2015	2016	2017	2018
Number of Employees	490	490	492	484	492
Total Population	48,649	48,654	48,514	48,329	48,846
Employees per 1000	10.07	10.07	10.14	10.01	10.07

Conclusion

There have been no significant changes over the past five years. In addition, the city has had no significant service demand or program changes that would indicate a basis for an increase in municipal employment, such as higher crime rates would mean more police officers.

Expenditure

Trend: Favorable

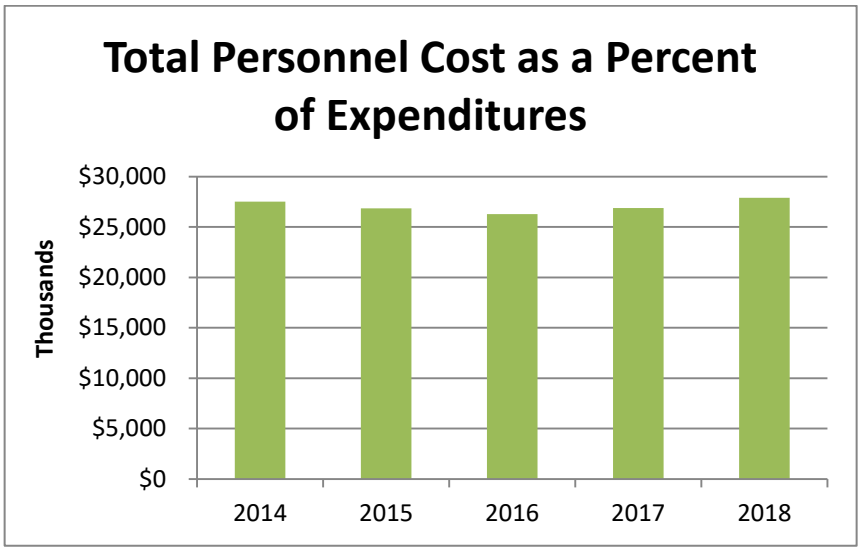
Personnel Cost as a Percentage of Expenditures

Description

As part of the operating (General Fund) expenditure, personnel cost is reflective of the community's ability to pay for the services government provides. In addition, plotting changes in the personnel cost is a good way to measure changes in expenditures. This is a measure of the average compensation, including benefits such as health care, social security, Medicare, and retirement for the average employee.

Analysis

To measure the average personnel cost, total personnel cost were divided by the total expenditures spent in that fiscal year. The average percentages of personnel costs have been stable over the 2014 - 2018 period.



Formula:

General Fund Wages and Benefits

General Fund Expenditures

	2014	2015	2016	2017	2018
Total Personnel Cost	$27,518,961	$26,846,154	$26,290,365	$26,881,564	$27,896,420
Total Expenditure	$35,859,473	$34,348,224	$34,565,857*	$35,104,914	$36,460,099
Percentage in Personnel Costs	76.74	78.16	76.06	76.57	76.51

*The 2016 Expenditure amount does not include a $2.5 million transfer to Sheboygan County for capital costs associated with the transfer of emergency dispatch services.

Conclusion

This indicator receives a favorable trend. While both expenditures and personnel costs since 2016 have increased slightly, the city has been able to manage its personnel cost.

Expenditure

Trend: Favorable

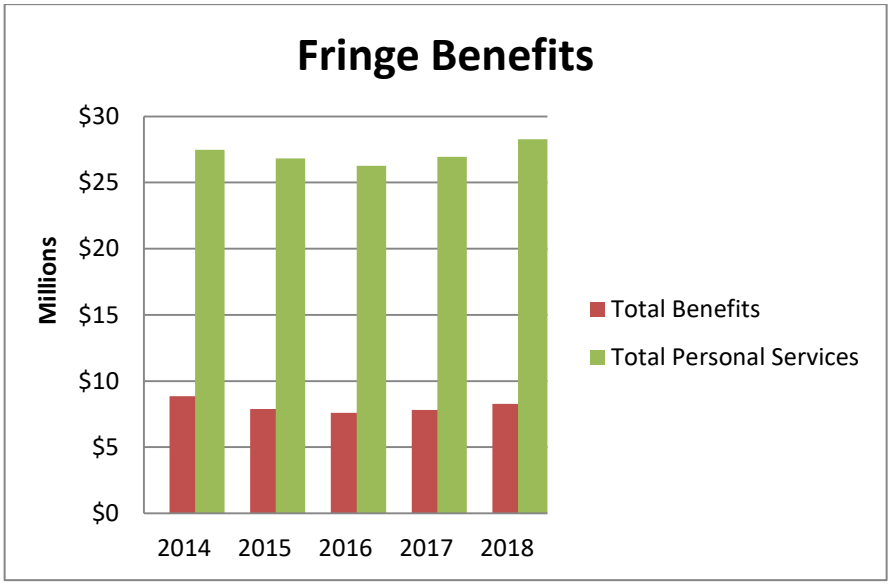
Fringe Benefits as a Percent of Personal Services

Description

Fringe benefits represent a significant share of the city operating cost. Common forms of fringe benefits in Sheboygan are Social Security, retirement, unfunded pension liability, health insurance, life insurance, dental insurance, worker's compensation, unemployment compensation, and clothing allowance. Monitoring fringe benefits will allow the city to isolate increasing costs and make adjustment where necessary. The complexity of funding and recording of fringe benefits often involves complex processes that may go unnoticed, straining the government's finances.

Analysis

Starting in 2015, fringe benefits in comparison to wages and salaries have remained stable. Specifically, active and retiree health insurance-related costs were significantly higher in 2014. Subsequently, the city modified its health insurance plan by implementing a high deductible policy design.



Formula:

Fringe Benefits expenditure

Personal Services expenditures

	2014	2015	2016	2017	2018
Fringe Benefits	$ 8,865,372	$ 7,884,409	$ 7,603,100	$ 7,814,496	$ 8,272,026
Total Personal Services	$27,464,592	$26,828,974	$26,269,195	$26,946,746	$28,270,608
Benefits as %	32.21%	29.38%	28.94%	29.00%	29.26%

Conclusion

The City of Sheboygan implemented a high deductible health insurance plan, effective in 2015. This change has resulted in a decline of costs by approximately 20 percent which has similarly reduced fringe benefit costs. Other costs have increased at the same inflationary rate as wages.

Operating Position

Trend: Favorable

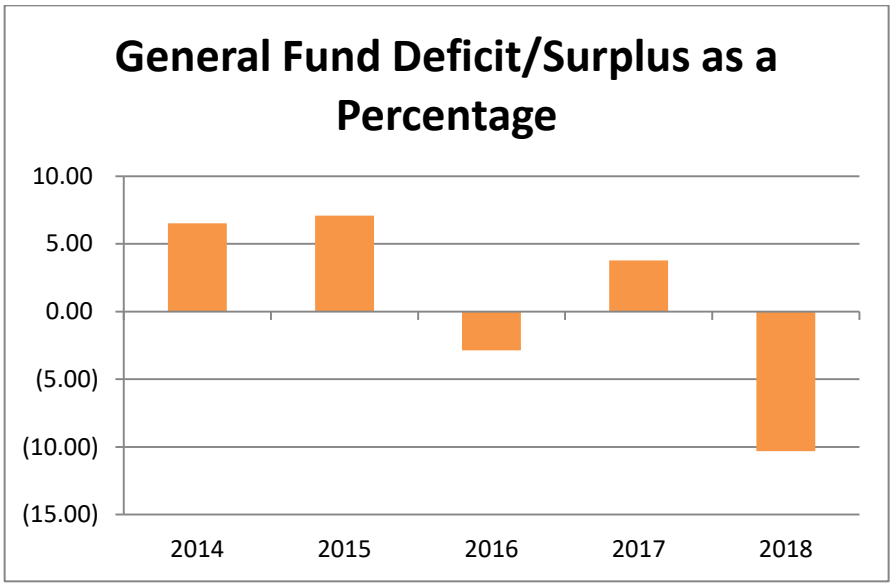
General Fund Operating Surplus or Deficit

Description

As one of the basic measure of localities in operating position, this measure examines a city well-being in how much money was spent as compared with the amount that was brought in. If more money is being spent, than the city will have to make adjustments in order to maintain operations. If expenditures are outpacing money being brought in, than the city will have to make adjustments in cutting cost or decrease level services.

Analysis

In 2016 and 2018, the Common Council supported one time contributions of $2.5 million and $5.5 million respectively from the General Fund to support the development of a County centralized emergency dispatch center and City Hall renovations. It is the city's normal practice to budget conservatively on its revenues and expenditures which usually results in end of year surpluses.



Formula:

GF Revenue – GF Expenditure

GF Revenue

	2014	2015	2016	2017	2018
Revenue	$38,438,801	$37,350,132	$36,034,360	$36,486,575	$38,039,543
Expenditure	$35,932,875	$34,793,246	$37,068,849	$35,112,766	$41,965,674
Deficit/Surplus	$ 2,505,926	$ 2,556,886	($1,034,489)	$ 1,373,809	($3,926,131)
Deficit/Surplus as a Percentage	6.52	7.09	(2.87)	3.77	(10.32)

Conclusion

Due to the city's high fund balance in the General Fund, this fund is frequently a source of revenue for one-time projects. Without the $2.5 million and $5.5 million transfers, both 2016 and 2018 would have respectively experienced a surplus - $1,465,511 in 2016 and $1,573,869 in 2018.

Operating Position

Trend: Favorable

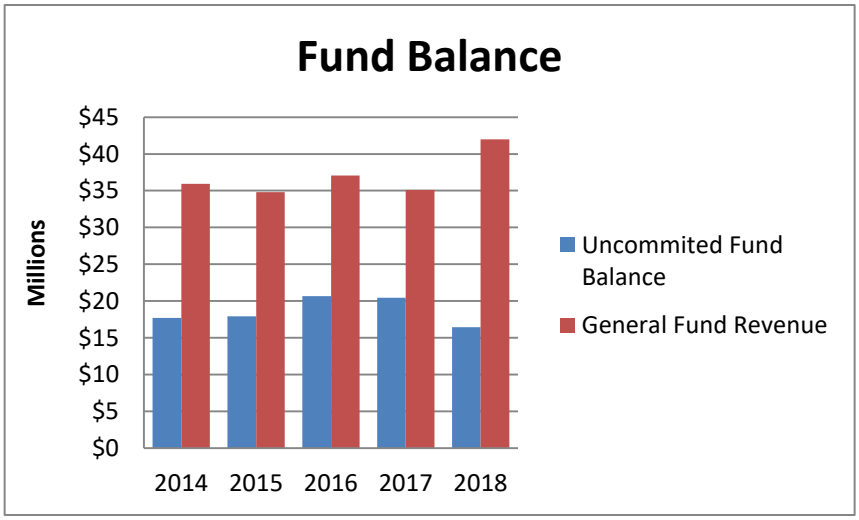
Fund Balance

Description

Fund balances are excess of revenues over expenditures. Positive fund balances can also be thought of reserves, although they are not always synonymous with appropriations. Reports may show allocations of fund balances as non-spendable, restricted, committed, assigned and/or unassigned/uncommitted.

Analysis

The city's financial policy includes a policy on uncommitted fund balance in the General Fund to be maintained at no less than 25 percent. The 2018 fund balance and the percent of fund balance were impacted by the use of $5.5 million toward the City Hall renovation project. If the use of $5.5 million did not occur, the uncommitted fund balance would be $21,958,166 and the percentage of fund balance would be 60.22 percent. Prior to 2018, the trend for uncommitted fund balance reveals an upward trend. The percentage of fund balance in the General Fund had increased 9 percent in the past four years.



Formula:

Fund Balance / General Fund Expenditure

	2014	2015	2016	2017	2018
Uncommitted Fund Balance	$17,707,173	$17,905,924	$20,678,879	$20,461,650	$16,458,166
General Fund Expenditure	$35,932,875	$34,793,246	$37,068,849	$35,112,766	$41,965,674
Percentage of Fund Balance	49.28	51.46	55.79	58.27	39.22

Conclusion

The percent of uncommitted fund balance in the General Fund is favorable. The maintenance of an adequate fund balance suggests that government operations are running smoothly. In addition, city's ability to accumulate and maintain a fund balance at or above 25 percent is a good indicator of the city's ability to withstand financial emergencies, such as a natural disaster.

Debt Position

Trend: Favorable

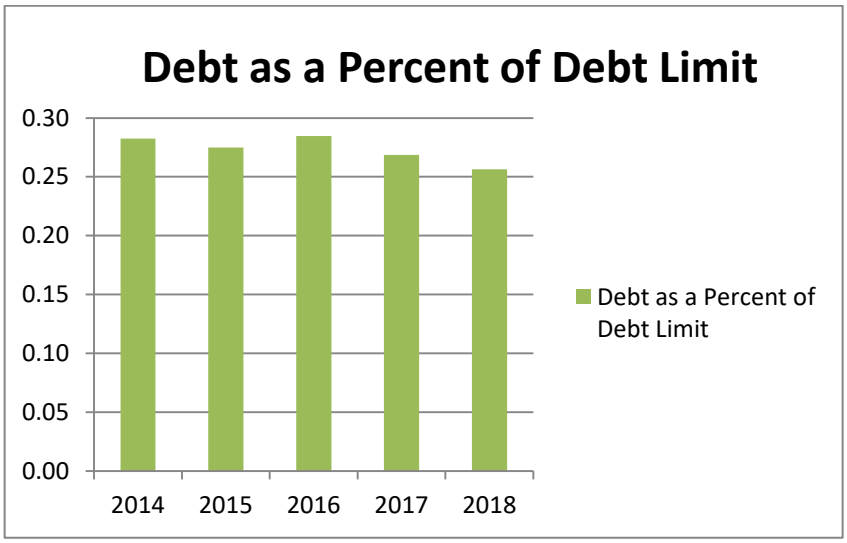
Net Direct Debt to Debt Limit

Description

The net direct debt includes all debt backed by the city's full faith and credit pledge, such as the general obligation bond. In Wisconsin, the debt capacity is limited by Wisconsin State Statutes to five percent of the equalized value.

Analysis

General Obligation (GO) debt has slightly increased (3 percent) from 2014 to 2018. Due to a moderate increase in equalized valuation, the city's Net Direct Debt to Equalized Value has remained relatively stable.



Formula:

GO Debt

WI Limit of Equalized Value

	2014	2015	2016	2017	2018
GO Debt	$34,965,437	$33,075,255	$34,834,531	$35,174,580	$36,039,627
WI Debt Limit of Equalized Value (5%)	$123,754,750	$120,376,600	$122,309,695	$130,980,250	$140,495,000
Net Equalized Value	0.28	0.27	0.28	0.27	0.26

Conclusion

The Great Recession severely impacted the real estate market and the overall local economy. As evidenced by the increase in equalized property values, 2017 was the first year of property appreciation since 2008. Increases in equalized property valuation positively impact the city's ability to incur additional debt. With the annual percent increase of equalized valuation exceeding the percent of increased debt, the city's overall debt as a percentage of debt limit remains stable or slightly lower.

Debt Service as a Percentage of Property Tax Levy Trend: Favorable

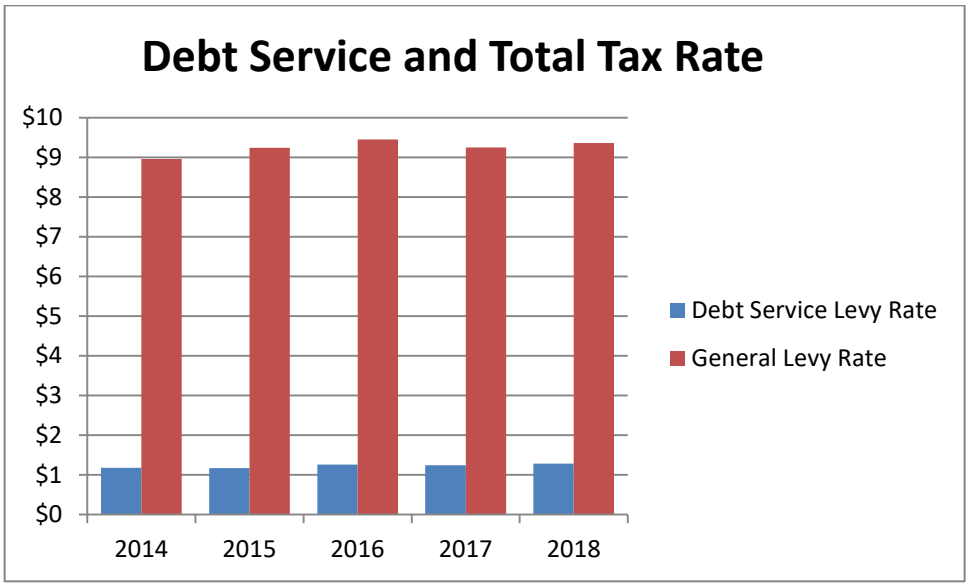
Annual Debt Service

Description

Debt Service as a Percentage of Property Tax Revenue is the amount of principal and interest that the city pays each year on long and short-term (non-development and non-utility) debt with property tax levy. As debt service increases, it adds to the city's obligations and reduces expenditure flexibility. In addition, debt service is a major part of the city's fixed costs and any increase may indicate excessive debt and fiscal strain.

Analysis

The share of the Property Tax Revenue (equalized tax rate) that is allocated to pay for debt service is stable. Although the tax rate has increased 10 cents per thousand dollar valuation since 2014, it remains proportional to the overall tax rate between the years 2014 - 2018.



Formula:

Debt Service Levy Rate
General Levy Rate

	2014	2015	2016	2017	2018
Debt Service-related Tax Rate	$1.18	$1.17	$1.26	$1.24	$1.28
Total Municipal Tax Rate	$8.96	$9.24	$9.45	$9.52	$9.36
Percent of Tax Rate	13%	13%	13%	13%	14%

Conclusion

The city's debt service which is funded by property taxes has been relatively stable as a percent of overall municipal property tax revenue. The percentage from 2014 – 2018 has increased by 1 percent. This resource reflects the traditional revenue source of debt service payments for General Obligation debt.

II

R. O. No._____ - 19 - 20. By CITY ADMINISTRATOR. July 15, 2019.

Submitting the Financial Trend Monitoring Analysis report for the City of Sheboygan for the years 2014 through 2018.

_____

CITY ADMINISTRATOR

Finance / Personnel

II

R. O. No. _____ - 19 - 20. By CITY ADMINISTRATOR. July 15, 2019.

Consideration of the Finance and Personnel Committee regarding the distribution and format of the 2021 Executive Program Budget and 2021 Executive Program Budget-in-Brief documents.

_____
CITY ADMINISTRATOR

Finance + Personnel

II

R. O. No. _____ - 19 - 20. By CITY CLERK. JULY 15, 2019.

Submitting various license applications for the period ending June 30, 2020 and June 30, 2021.

_____
City Clerk

CHANGE OF AGENT

Cameron Bopp is replacing Mark Zipperer as agent effective immediately for Americinn located at 3664 S. Taylor Drive.

Emily Martin is replacing Thomas Phalin-Christman effective immediately for Rewind located at 1002 Michigan Avenue.

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

No.	Name	Address
2858	Bechard, Tia N.	2001 N. 24th Street
2860	Becker, Maxwell A.	2727 N. 12th Street
1997	Coates, Harrison L.	2402B Calumet Drive
0285	Czarneski, Franklyn J.	1622 N. 7th Street
8037	Diedrich, Hayley E.	619 N. 8th Street #3
2866	Gideon, Lisa L.	1197 Edelweiss Ln. Apt 11, Sheb. Falls
2873	Halverson, Lisa A.	2719 Henry Street
9128	Jelinek-Zittel, Scott J.	4600 Nicole Lane
1575	Jones, Floyd D. Jr.	1310 Badger Road, Howards Grove
2870	Ramirez De Gamez, Griselda	1418 Geele Avenue
2864	Rejholec, Cynthia M.	1402 N. 26th Street Apt. 4
9973	Rishel, Aaron E.	1911 N. 12th Street
1028	Sandford, Kourtney C.	1412A S. 13th Street
1923	Strandholm, Daniel L.	750 Chaplin Court, Plymouth
1270	Yurk, Janet B.	1606 Carmen Avenue

LHPS

III

Res. No. ___ - 19 - 20. By Alderpersons Wolf and Ackley. July 15, 2019.

A RESOLUTION officially recognizing the End Park Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the End Park Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

> To connect End Park residents with their neighbors, to enhance the quality of our neighborhood, encourage communication, cooperation, and friendliness among the residents, maintain and increase the spirit of awareness, inclusiveness, and safety enabling us to foster civic involvement in our diverse community; and be responsible for expressing the opinions of others and concerns of the entire neighborhood to our local government. Comradery, community, and fellowship will be accomplished through participation.

The primary goals of the End Park Neighborhood Association are to:

- Promote neighborliness, cooperation, and good will among the members of our neighborhood;
- Create awareness of issues that affect all residents of the neighborhood;
- Develop strong working relationships with officials, citizens, and organizations to maintain the safety and cleanliness of our neighborhood and to ensure the availability of public and private community services; and

WHEREAS, the End Park Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the north side of Geele Avenue to the south side of North Avenue between the west side of North 8th Street and the east side of North 13th Street; and

WHEREAS, the End Park Neighborhood Association shall become a member of the Mayor's Neighborhood Leadership Cabinet (MNLC) and be eligible to apply for grant funds through grant programs offered by the MNLC.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the End Park Neighborhood Association.

Lay over

BE IT FURTHER RESOLVED: That the Mayor, Common Council, and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 54 - 19 - 20. By Alderpersons Donohue and Bohren. July 15, 2019.

A RESOLUTION to authorize a transfer of appropriations in the 2019 Budget and to authorize the appropriate City Officials to execute a contract with CliftonLarsonAllen LLP.

WHEREAS, pursuant to Res. No. 206-18-19, City Staff were instructed to seek proposals for an operational and departmental structure study of the City of Sheboygan Finance Department and Human Resources Department; and

WHEREAS, Staff has sought proposals and believes that the proposal with CliftonLarsonAllen LLP ("CLA") is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2019 Budget for the purpose of:

Establishing appropriations for the operational assessment of the finance and human resources departments:

FROM	TO	AMOUNT
General Fund Unclassified Reserve for Contingency 10199020-810103	General Fund Finance Department Contracted Services 10115100-521900	$ 21,750

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to sign the attached agreement with CLA for the operational assessment of the finance and human resources departments, which shall not exceed Twenty-One Thousand Seven Hundred Fifty Dollars ($21,750).

Finance + Personnel

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CliftonLarsonAllen LLP
10700 West Research Drive, Suite 200
Milwaukee, WI 53226
414-476-1880 | fax 414-476-7286
CLAconnect.com

June 21, 2019

Marty Halverson
City of Sheboygan
828 Center Ave., Ste. 301
Sheboygan, WI 53081

Dear Marty:

We are pleased to confirm our understanding of the terms, objectives, and scope of our engagement and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Sheboygan ("you," "your," or "the entity").

Bill Judd is responsible for the services identified in this agreement. Joan Scholz is responsible for the daily activities of the engagement. Resources are dependent on client commitment date and fieldwork dates and subject to change. Additional Resources may include Thomas Schultz, Tom Killian, Bruce Pistiner, Hannah York, Jocie Dye and/or Kelsey Vatsaas.

Scope of professional services

CLA will perform an Operational and Organizational Assessment of the City's Finance and Human Resources (HR) Departments. The engagement will be executed leveraging the following phases:

- Phase 1: Planning and scoping
- Phase 2: Interviews with key stakeholders
- Phase 3: Aggregate results and identify common themes
- Phase 4: Benchmark analysis
- Phase 5: Develop organizational structure and staffing plan
- Phase 6: Reporting

The scope of the Assessment includes the following:

<u>Operational</u>

- Assess the efficiency of the Finance and HR department operations in relation to staffing, staff competencies, training needs, schedules and productivity
- Assess Finance and HR department process documentation, including policies and procedures
- Assess the workflow and information within Finance and HR
- Assess key processes to evaluate overall effectiveness
- Compare key system functionality capabilities to how the Finance and HR departments utilize the systems
- Evaluate the effectiveness of cross-departmental collaboration as it exists today between the two departments
- Develop recommendations that will enhance operational effectiveness of the Finance and HR departments

Organizational

Assess the Finance and HR organizational structure and operational practices including:

- Organizational Strategic Plan and department strategic plans, if available
- Roles and responsibilities
- Services provided
- Staffing levels
- Workload
- Reporting requirements

In addition, we will assess succession planning and cross training activities in the Finance and HR departments, and develop recommendations that will enhance the organizational structure of the department.

If modifications or changes are required during the course of the engagement that are beyond the initial scope of professional services, or if you request that we perform any additional services, we will provide you with a separate agreement for your signature. Such separate agreement will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

For all services we may provide to you, your management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Our engagement cannot be relied upon to disclose errors, fraud, illegal acts, or noncompliance with laws and regulations. In addition, except as described in the scope of professional services section of this letter, we have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

CLA cannot and does not provide legal advice. It is important that you consult with qualified labor counsel before adopting any new human resource policies. It is also your responsibility to determine whether legal review of the work product is necessary prior to implementation.

Fees, time estimates, and terms

We estimate that your current needs are approximately 116-150 hours and fees of between $16,820 and $21,750 starting as early as July 15, 2019. As the engagement progresses, we will update time estimates and engage you in conversation about the project status. The estimate is based on anticipated cooperation from your personnel and their assistance with preparing and providing requested information. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher.

Fees for travel time will be billed at one-half (1/2) the normal hourly rate. Should this engagement duration go beyond six (6) months or the scope of services change, CLA retains the right to discuss an hourly rate adjustment.

Fees, plus applicable state and local taxes, will be billed twice per month in arrears, due upon receipt. We will also bill you in arrears for reimbursement of any out-of-pocket travel expenses incurred (e.g., hotel, airfare, meals as actual or per diem, etc.) on a pass-through basis.

In accordance with our firm policies, work may be suspended if your account becomes six (60) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed the accounting assistance. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced separately within twelve (12) months ("Limitation Period") after the date when we deliver such services under this agreement to you on which the dispute is based, regardless of whether any CLA party performs other services for you under this agreement, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Other provisions

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA.

Professional standards require us to be independent with respect to you in the performance of certain services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services above, we will utilize the resources available at the entity to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the entity shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in an entity of your size and nature. We will require management to approve any changes in the application of accounting standards and procedures at the entity. Internal controls may be recommended relating to the safeguarding of the entity's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The entity agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this engagement.

Employment provision

You agree that during the term of this engagement and for a period of one year after the expiration or termination date of this engagement, you will not solicit, hire, contract with, or engage the services of any person providing services to you on behalf of CLA without the prior written consent of CLA.

You acknowledge that:

1. CLA personnel may be subject to agreements restricting their right to contract with or solicit business from you other than their service through CLA, and

2. If you breach this non-solicitation provision, you shall pay $100,000 to CLA as liquidated damages within two weeks of the date on which the former CLA employee or consultant begins his or her new employment with you.

You acknowledge and agree that CLA's damages resulting from violation of this section are difficult or impossible to estimate and that the sum stipulated above is a reasonable pre-estimate of the probable loss that CLA would incur based on the cost of replacement, training, lost resources for projects, and other factors and is not a penalty. Liquidated damages under this paragraph shall not limit or impair any other remedies CLA may seek for breach of this paragraph or this agreement.

Termination of agreement

Either party may terminate this agreement at any time by giving written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return a signed copy to us by email or U.S. mail.

Sincerely,

CliftonLarsonAllen LLP

Megan Moore

Megan Moore, CIA, CISA, CRMA
Principal
612-397-3129
megan.moore@CLAconnect.com

Response:

This letter correctly sets forth the understanding of City of Sheboygan.

Authorized Signature: _____

Title: _____

Date: _____

Email: _____

Telephone: _____

VI

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
July 15, 2019.

Your Committee to whom was referred R. O. No. 39-19-20 by City Administrator submitting a request on behalf of the Sheboygan County Economic Development Corporation (SCEDC) requesting use of one of the City days for 2019, Wednesday, November 13, 2019 for the 2019 SCEDC Annual Meeting to be held at the Blue Harbor Convention Center; recommends

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

R. O. No. 39 - 19 - 20. By CITY ADMINISTRATOR. June 17, 2019.

Submitting a request from Darrell Hofland on behalf of the Sheboygan County Economic Development Corporation (SCEDC) requesting use of one of the City days for 2019, Wednesday, November 13, 2019 for the 2019 SCEDC Annual Meeting to be held at the Blue Harbor Convention Center.

CITY ADMINISTRATOR

Finance + Personnel

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
July 15, 2019.

Your Committee to whom was referred Res. No. 42-19-20 by Alderpersons Donohue and Bohren awarding the sale of $6,655,000 General Obligation Corporate Purpose Bonds, Series 2019A; recommends

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.1

Res. No. 42 - 19 - 20. By Alderpersons Donohue and Bohren.
June 17, 2019.

RESOLUTION AWARDING THE SALE OF $6,655,000* GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2019A.

WHEREAS, on June 3, 2019, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted (a) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $1,100,000 for the public purpose of paying the cost of garbage disposal projects, consisting of acquisition of garbage and recycling trucks; (b) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $110,000 for the public purpose of paying the cost of acquisition of fire engines and other equipment of the fire department; (c) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $278,000 for the public purpose of paying the cost of construction of engine houses, consisting of fire station improvements; (d) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $2,722,000 for the public purpose of paying the cost of street improvement projects; (e) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $760,000 for the public purpose of paying the cost of bridge projects; (f) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $107,000 for the public purpose of paying the cost of library projects; and (g) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $123,000 for the public purpose of paying the cost of parks and public grounds projects (collectively, the "Project") (the above-referenced initial resolutions are referred to herein as the "Initial Resolutions");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the Sheboygan Press, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on June 3, 2019, the Common Council of the City also adopted a resolution (the "Set Sale Resolution") authorizing the issuance of

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* Preliminary, subject to change.

Finance* Personnel

approximately $1,455,000 general obligation bonds for the public purpose of refunding obligations of the City, including interest on them, to wit: the General Obligation Promissory Notes, Series 2012A, dated May 10, 2012 (the "Refunded Obligations") (the "Refunding") and providing that such general obligation bonds and the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2019A" (the "Bonds") for the purpose of paying the cost of the Project and the Refunding;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Bonds to pay the cost of the Project and the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on July 15, 2019;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on July 15, 2019;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WPFP has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of $_____ for the following purposes and in the following amounts: $_____ for garbage disposal projects, consisting of acquisition of garbage and recycling trucks;

$_____ for acquisition of fire engines and other equipment of the fire department; $_____ for construction of engine houses, consisting of fire station improvements; $_____ for street improvement projects; $_____ for bridge projects; $_____ for library projects; $_____ for parks and public grounds projects; and $_____ for refunding the Refunded Obligations.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WPFP are hereby ratified and approved in all respects. All actions taken by officers of the City and WPFP in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the Initial Resolutions, the Set Sale Resolution, and this Resolution, the principal sum of SIX MILLION SIX HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($6,655,000)* from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2019A"; shall be issued in the aggregate principal amount of $6,655,000*; shall be dated July 29, 2019; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear

*Preliminary, subject to change.

*Preliminary, subject to change.

interest at the rates per annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on December 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2019 through 2033 for payments due in the years 2020 through 2034 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be

paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2019A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue

Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an

arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final

Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations due April 1, 2020 and thereafter are hereby called for prior payment and redemption on August 16, 2019 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WPFP to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal

bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2019.

Dated _____, 2019. _____, City Clerk

Approved _____, 2019. _____, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

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EXHIBIT E

(Form of Bond)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

SHEBOYGAN COUNTY

NO. R-___ CITY OF SHEBOYGAN $_____

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2019A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
December 1, _____	July 29, 2019	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for

that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, in the amount of $_____ for the public purpose of paying the cost of garbage disposal projects, consisting of acquisition of garbage and recycling trucks; in the amount of $_____ for the public purpose of paying the cost of acquisition of fire engines and other equipment of the fire department; in the amount of $_____ for the public purpose of paying the cost of construction of engine houses, consisting of fire station improvements; in the amount of $_____ for the public purpose of paying the cost of street improvement projects; in the amount of $_____ for the public purpose of paying the cost of bridge projects; in the amount of $_____ for the public purpose of paying the cost of library projects; in the amount of $_____ for the public purpose of paying the cost of parks and public grounds projects; and in the amount of $_____ for the public purpose of paying the cost of refunding obligations of the City, as authorized by resolutions adopted on June 3, 2019 and July 15, 2019. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on December 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include

but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and

interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

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IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(e.g. Bank, Trust Company or Securities Firm) (Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____

(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2012A,
DATED MAY 10, 2012

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on August 16, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
04/01/2020	$490,000	2.00 %	82102RAX3
04/01/2021	500,000	2.00	82102RAY1
04/01/2022	510,000	2.125	82102RAZ8

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before August 16, 2019.

Said Notes will cease to bear interest on August 16, 2019.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to August 16, 2019 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

DRAFT

III

4.1

Res. No. 42-19-20. By Alderpersons Donohue and Bohren. July 15, 2019.

RESOLUTION AWARDING THE SALE OF $6,630,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2019A.

WHEREAS, on June 3, 2019, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted (a) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $1,100,000 for the public purpose of paying the cost of garbage disposal projects, consisting of acquisition of garbage and recycling trucks; (b) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $110,000 for the public purpose of paying the cost of acquisition of fire engines and other equipment of the fire department; (c) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $278,000 for the public purpose of paying the cost of construction of engine houses, consisting of fire station improvements; (d) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $2,722,000 for the public purpose of paying the cost of street improvement projects; (e) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $760,000 for the public purpose of paying the cost of bridge projects; (f) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $107,000 for the public purpose of paying the cost of library projects; and (g) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $123,000 for the public purpose of paying the cost of parks and public grounds projects (collectively, the "Project") (the above-referenced initial resolutions are referred to herein as the "Initial Resolutions");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the Sheboygan Press, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on June 3, 2019, the Common Council of the City also adopted a resolution (the "Set Sale Resolution") authorizing the issuance of approximately $1,455,000 general obligation bonds for the public purpose of refunding obligations of the City, including interest on them, to wit:

Finance & Personnel

the General Obligation Promissory Notes, Series 2012A, dated May 10, 2012 (the "Refunded Obligations") (the "Refunding") and providing that such general obligation bonds and the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2019A" (the "Bonds") for the purpose of paying the cost of the Project and the Refunding;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Bonds to pay the cost of the Project and the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on July 15, 2019;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on July 15, 2019;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WPFP has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of $6,630,000 for the following purposes and in the following amounts: $1,100,000 for garbage disposal projects, consisting of acquisition of garbage and recycling trucks; $110,000 for acquisition of fire engines and other equipment of the fire department; $278,000 for construction of engine houses, consisting of fire station improvements;

$2,722,000 for street improvement projects; $760,000 for bridge projects; $107,000 for library projects; $123,000 for parks and public grounds projects; and $1,430,000 for refunding the Refunded Obligations.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WPFP are hereby ratified and approved in all respects. All actions taken by officers of the City and WPFP in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the Initial Resolutions, the Set Sale Resolution, and this Resolution, the principal sum of SIX MILLION SIX HUNDRED THIRTY THOUSAND DOLLARS ($6,630,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2019A"; shall be issued in the aggregate principal amount of $6,630,000; shall be dated July 29, 2019; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth

on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Bonds are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations in the order in which those debts were incurred, so that the Bonds of the earliest maturities are considered to be issued to refund the Refunded Obligations.

Section 3. Redemption Provisions. The Bonds maturing on December 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2019 through 2033 for payments due in the years 2020 through 2034 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2019A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross

income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall

be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City

Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations due April 1, 2020 and thereafter are hereby called for prior payment and redemption on August 16, 2019 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WPFP to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding

restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

(SEAL)

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 15th day of July, 2019.

Dated July 16, 2019. Deputy, City Clerk

Approved July 16, 2019. , Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT E

(Form of Bond)

	UNITED STATES OF AMERICA	
REGISTERED	STATE OF WISCONSIN	DOLLARS
	SHEBOYGAN COUNTY	
NO. R-___	CITY OF SHEBOYGAN	$_____

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2019A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
December 1, _____	July 29, 2019	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
($_____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for

that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $6,630,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, in the amount of $1,100,000 for the public purpose of paying the cost of garbage disposal projects, consisting of acquisition of garbage and recycling trucks; in the amount of $110,000 for the public purpose of paying the cost of acquisition of fire engines and other equipment of the fire department; in the amount of $278,000 for the public purpose of paying the cost of construction of engine houses, consisting of fire station improvements; in the amount of $2,722,000 for the public purpose of paying the cost of street improvement projects; in the amount of $760,000 for the public purpose of paying the cost of bridge projects; in the amount of $107,000 for the public purpose of paying the cost of library projects; in the amount of $123,000 for the public purpose of paying the cost of parks and public grounds projects; and in the amount of $1,430,000 for the public purpose of paying the cost of refunding obligations of the City, as authorized by resolutions adopted on June 3, 2019 and July 15, 2019. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on December 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and

maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The

Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(e.g. Bank, Trust Company or Securities Firm) (Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____

(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2012A,
DATED MAY 10, 2012

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on August 16, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
04/01/2020	$490,000	2.00 %	82102RAX3
04/01/2021	500,000	2.00	82102RAY1
04/01/2022	510,000	2.125	82102RAZ8

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before August 16, 2019.

Said Notes will cease to bear interest on August 16, 2019.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to August 16, 2019 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
July 15, 2019.

Your Committee to whom was referred Res. No. 43-19-20 by Alderpersons Donohue and Bohren awarding the sale of $4,225,000 General Obligation Community Development Bonds, Series 2019B; recommends

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.2

Res. No. 43 - 19 - 20. By Alderpersons Donohue and Bohren.
June 17, 2019.

RESOLUTION AWARDING THE SALE OF $4,225,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2019B.

WHEREAS, on June 3, 2019, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation bonds in an amount not to exceed $4,225,000 for the public purpose of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental Districts (the "Project");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolution, the City Clerk caused a notice to electors to be published in the Sheboygan Press, stating the purpose and maximum principal amount of the bond issue authorized by the Initial Resolution and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issue authorized by the Initial Resolution;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on June 3, 2019, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issue authorized by the Initial Resolution be issued and sold as bonds designated as "General Obligation Community Development Bonds, Series 2019B" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on July 15, 2019;

Finance Personnel

DRAFT

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on July 15, 2019;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WPFP has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of $_____.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WPFP are hereby ratified and approved in all respects. All actions taken by officers of the City and WPFP in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes and the Initial Resolution, the principal sum of FOUR MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($4,225,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful

bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Community Development Bonds, Series 2019B"; shall be issued in the aggregate principal amount of $4,225,000; shall be dated July 29, 2019; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on December 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2019 through 2037 for payments due in the years 2020 through 2038 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for

said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Community Development Bonds, Series 2019B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be

invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not

take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of

SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

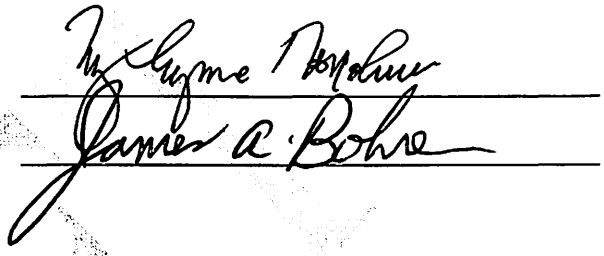
Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.



DRAFT

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2019.

Dated _____, 2019. _____, City Clerk

Approved _____, 2019. _____, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

SHEBOYGAN COUNTY

NO. R-___ CITY OF SHEBOYGAN $_____

GENERAL OBLIGATION COMMUNITY DEVELOPMENT BOND, SERIES 2019B

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
December 1, _____	July 29, 2019	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
($_____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $4,225,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purposes of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental Districts, as authorized by resolutions adopted on June 3, 2019 and July 15, 2019. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on December 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(e.g. Bank, Trust Company or Securities Firm) (Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____

(Authorized Officer)

DRAFT

4.2

Res. No. 43-19-20 . By Alderpersons Donohue and Bohren. July 15, 2019.

RESOLUTION AWARDING THE SALE OF $4,225,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2019B.

WHEREAS, on June 3, 2019, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation bonds in an amount not to exceed $4,225,000 for the public purpose of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental Districts (the "Project");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolution, the City Clerk caused a notice to electors to be published in the Sheboygan Press, stating the purpose and maximum principal amount of the bond issue authorized by the Initial Resolution and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issue authorized by the Initial Resolution;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on June 3, 2019, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issue authorized by the Initial Resolution be issued and sold as bonds designated as "General Obligation Community Development Bonds, Series 2019B" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on July 15, 2019;

Finance & Personnel

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on July 15, 2019;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WPFP has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of $4,225,000.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WPFP are hereby ratified and approved in all respects. All actions taken by officers of the City and WPFP in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes and the Initial Resolution, the principal sum of FOUR MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($4,225,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official

Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Community Development Bonds, Series 2019B"; shall be issued in the aggregate principal amount of $4,225,000; shall be dated July 29, 2019; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on December 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2019 through 2037 for payments due in the years 2020 through 2038 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and

in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Community Development Bonds, Series 2019B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to

reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of

Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of

SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

(SEAL)

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 15th day of July, 2019.

Dated July 16, 2019. Melissa Cleveland Deputy, City Clerk

Approved July 16, 2019. Michael Vandersteen, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT E

(Form of Bond)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

SHEBOYGAN COUNTY

NO. R-___ CITY OF SHEBOYGAN $_____

GENERAL OBLIGATION COMMUNITY DEVELOPMENT BOND, SERIES 2019B

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
December 1, _____	July 29, 2019	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
($_____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $4,225,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purposes of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental Districts, as authorized by resolutions adopted on June 3, 2019 and July 15, 2019. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on December 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(e.g. Bank, Trust Company or Securities Firm) (Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____

(Authorized Officer)

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
July 15, 2019.

Your Committee to whom was referred Res. No. 44-19-20 by Alderpersons Donohue and Bohren awarding the sale of $3,315,000 Taxable General Obligation Refunding Bonds, Series 2019C; recommends

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.3

Res. No. 44 - 19 - 20. By Alderpersons Donohue and Bohren.
June 17, 2019.

RESOLUTION AWARDING THE SALE OF $3,315,000* TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019C.

WHEREAS, on June 3, 2019, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of approximately $3,315,000 Taxable General Obligation Refunding Bonds, Series 2019C (the "Bonds") for the public purpose of refunding certain outstanding obligations of the City, to wit: Taxable General Obligation Refunding Bonds, Series 2010B, dated June 23, 2010, (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such Bonds on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Bonds to pay the cost of the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on July 15, 2019;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on July 15, 2019;

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* Preliminary, subject to change.

Finance Personnel

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WPFP has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WPFP are hereby ratified and approved in all respects. All actions taken by officers of the City and WPFP in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of THREE MILLION THREE HUNDRED FIFTEEN THOUSAND DOLLARS ($3,315,000)* from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2019C"; shall be issued in the aggregate principal amount of $3,315,000*; shall be dated

* Preliminary, subject to change.

* Preliminary, subject to change.

July 29, 2019; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds are not subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2019 through 2026 for payments due in the years 2020 through 2027 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, Series 2019C" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted

Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore

entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on August 16, 2019 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WPFP to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 16. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book")

and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2019.

Dated _____, 2019. _____, City Clerk

Approved _____, 2019. _____, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

SHEBOYGAN COUNTY

NO. R-___ CITY OF SHEBOYGAN $_____

TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2019C

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	July 29, 2019	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for

that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $3,315,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain obligations of the City, as authorized by a resolution adopted on July 15, 2019. Said resolution is recorded in the official minutes of the Common Council for said date.

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as

negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(e.g. Bank, Trust Company or Securities Firm) (Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____

(Authorized Officer)

DRAFT

EXHIBIT F

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
TAXABLE GENERAL OBLIGATION REFUNDING BONDS,
DATED JUNE 23, 2010

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on August 16, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
04/01/2020	$340,000	4.25 %	8210228D5
04/01/2021	360,000	4.40	8210228E3
04/01/2022	375,000	4.625	8210228F0
04/01/2023	395,000	4.70	8210228G8
04/01/2024	415,000	4.80	8210228H6
04/01/2025	440,000	5.00	8210228J2
04/01/2026	465,000	5.125	8210228K9
04/01/2027	490,000	5.25	8210228L7

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before August 16, 2019.

Said Bonds will cease to bear interest on August 16, 2019.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to August 16, 2019 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

III

4.3

Res. No. 44-19-20. By Alderpersons Donohue and Bohren. July 15, 2019.

RESOLUTION AWARDING THE SALE OF $2,960,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019C.

WHEREAS, on June 3, 2019, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of approximately $3,315,000 Taxable General Obligation Refunding Bonds, Series 2019C (the "Bonds") for the public purpose of refunding certain outstanding obligations of the City, to wit: Taxable General Obligation Refunding Bonds, Series 2010B, dated June 23, 2010, (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such Bonds on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Bonds to pay the cost of the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on July 15, 2019;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on July 15, 2019;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

Finance & Personnel

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WPFP has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WPFP are hereby ratified and approved in all respects. All actions taken by officers of the City and WPFP in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TWO MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS ($2,960,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2019C"; shall be issued in the aggregate principal amount of $2,960,000; shall be dated July 29, 2019; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2020. Interest shall be computed upon the basis of

a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Bonds are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations (and any obligations refunded by the Refunded Obligations) in the order in which those debts were incurred, so that the Bonds of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Bonds are not subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2019 through 2026 for payments due in the years 2020 through 2027 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, Series 2019C" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money

remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of

SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on August 16, 2019 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WPFP to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 16. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

(SEAL)

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 15th day of July, 2019.

Dated July 16, 2019. Deputy City Clerk

Approved July 16, 2019. Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT E

(Form of Bond)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

SHEBOYGAN COUNTY

NO. R-___ CITY OF SHEBOYGAN $_____

TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2019C

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	July 29, 2019	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for

that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $2,960,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain obligations of the City, as authorized by a resolution adopted on July 15, 2019. Said resolution is recorded in the official minutes of the Common Council for said date.

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as

negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(e.g. Bank, Trust Company or Securities Firm) (Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____

(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
TAXABLE GENERAL OBLIGATION REFUNDING BONDS,
DATED JUNE 23, 2010

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on August 16, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
04/01/2020	$340,000	4.25 %	8210228D5
04/01/2021	360,000	4.40	8210228E3
04/01/2022	375,000	4.625	8210228F0
04/01/2023	395,000	4.70	8210228G8
04/01/2024	415,000	4.80	8210228H6
04/01/2025	440,000	5.00	8210228J2
04/01/2026	465,000	5.125	8210228K9
04/01/2027	490,000	5.25	8210228L7

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before August 16, 2019.

Said Bonds will cease to bear interest on August 16, 2019.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to August 16, 2019 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. July 15, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 48-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on Taylor Drive between Superior Avenue and Indiana Avenue; recommends adopting the Resolution.

Reg

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 48 - 19 - 20. By Alderpersons Wolf and Sorenson. June 25, 2019.

A RESOLUTION authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on Taylor Drive between Superior Avenue and Indiana Avenue.

WHEREAS, in 2019 the City entered into a State/Municipal Agreement for a Locally Let Project with the State of Wisconsin Department of Transportation regarding traffic flow improvements on Taylor Drive between Superior Avenue and Indiana Avenue (the "Project"); and

WHEREAS, the next step in the Project is to enter into the attached Three Party Design Engineering Services Contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc.; and

WHEREAS, pursuant to the contract, the City is responsible for making full payment on the contract and is expected to receive reimbursement of 80% of the contract from the Wisconsin Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc. in the amount of $81,656.40 and to draw funds from the Capital Projects Fund-Street Improvements Account No. 40033140-631200 in payment of the contract. Reimbursement shall be deposited in the same account.

BE IT FURTHER RESOLVED: That staff is directed to provide JT Engineering, Inc. with a notice to proceed so that the first invoice under this contract is not received until after January 1, 2020.

Public Works
Adopt.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

City of Sheboygan (MUNICIPALITY)

AND JT Engineering, Inc. (CONSULTANT) FOR

Project 4291-00-01
Taylor Drive Traffic Flow Improvement
Superior Ave – Indiana Ave
Loc Str
Sheboygan County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in Sheboygan County Notice of Interest dated March 18, 2019, and administration/coordination, public involvement, agency coordination, meetings, design reports, environmental documentation, traffic engineering, preliminary and final design, plan production, quantities, PS&E, post PS&E, and survey. This Qualification Based Selection was made based on the CONSULTANT'S submitted proposal.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Tim Verhagen; Project Manager; 944 Vanderperren Way, Green Bay, WI 54304; timothy.verhagen@dot.wi.gov; and 920-362-1267.

The MUNICIPALITY REPRESENTATIVE is: Ryan Sazama, City Engineer; 2026 New Jersey Avenue, Sheboygan, WI 53081-4714; Ryan.Sazama@sheboyganwi.gov; and 920-459-3440.

The CONSULTANT REPRESENTATIVE is: Rich Glen, Project Manager; 1077 Centennial Centre Blvd., Hobart, WI 54155-8820; richg@jt-engineering.com; and 920-468-4771.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast region office located in Green Bay, WI and will be completed by October 1, 2021. Deliver PROJECT DOCUMENTS to 944 Vanderperren Way, Green Bay, WI 54304, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

☐ DEPARTMENT ☒ MUNICIPALITY

For all contract services, actual costs to the CONSULTANT up to $76,374.07, plus a fixed fee of $5,282.33, not to exceed $81,656.40.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed $81,656.40.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 6 pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By:_____

Title: _____

Date:_____

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By:_____

Title: _____

Date:_____

Approved

By: _____

Governor, State of Wisconsin

Date: _____

Project 4291-00-01
Taylor Drive Traffic Flow Improvement
Superior Ave – Indiana Ave
Loc Str
Sheboygan County

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS
Revised 05/26/16

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

a. Traffic Management Plan, Type 2 (TMP)
b. Public Involvement Plan (PIP) (one PIP will be prepared to cover this project and project ID's 4640-01-01 and 4650-02-00)
c. Corridor Traffic Report
d. Design Study Report (with CMAQ air quality information included)
e. Preliminary Engineering Checklist
f. Project Proposal Certificate
g. Construction Bid Letting Checklist
h. Local Let Project Contract Document Checklist
i. Request to Advertise
j. Request to Award
k. Proprietary Product Justification

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare an PCE Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible

alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

One combined PCE will be prepared document the environmental impacts of this project and project ID's 4640-01-01 and 4650-02-00.

(1) Wetland Investigations

The Department of Natural Resources will identify wetlands in the project area. The CONSULTANT will survey those areas identified and in conjunction with the Department of Natural Resources provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002."

(2) Historical and Archaeological Surveys and Studies:

Submit this PROJECT for archeological and historical clearance on the WisDOT Environmental Services screening list.

(3) Native American Coordination

Prepare the notification letter and submit to the DEPARTMENT for review and approval. Letters will be mailed out by CONSULTANT. One combined Native American notification letter will be prepared to include this project and project ID's 4640-01-01 and 4650-02-00.

C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application. Request for and obtain a 401 Water Quality Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be obtained prior to the PS&E date. Scope assumes any wetland impacts will be mitigated at a wetland bank site and will be handled by the DEPARTMENT.

(2) Coordinate with the United States Fish & Wildlife Service (US F&WS) for potential impacts to the Northern Long Eared Bat (NLEB). For NLEB Coordination follow "User's Guide for the Range-wide Programmatic Informal Consultation for Indian Bat and Northern Long-eared Bat" Version 1.1, June 4, 2015 by the Federal Highway Administration, Federal Railroad Administration, and U.S. Fish and Wildlife Service. In addition, follow the WisDOT "Supplemental Guidance for the Northern Long-Eared Bat Effect Determination and Agency Consultation Process."

D. RAILROAD/ UTILITY INVOLVEMENTS

(1) Railroad Coordination

(a) Coordinate the PROJECT with the Northeast Region Railroad Coordinator.

(2) Utility Coordination

(a) Perform all utility coordination in accordance with The MANUAL and the WisDOT Guide to Utility Coordination.

(b) The MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. Verify and update the list.

(c) Transmit final utility-related documents to the DEPARTMENT. This submittal includes the following information:

i. USR
ii. Utility-related special provisions
iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
vi. Approved Work Plans by LPA.

(d) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

E. PUBLIC INVOLVEMENT

(1) Public Involvement Mailing:

(a) Prepare and mail documentation to explain the concepts and probable impacts of this PROJECT to the public.

(b) Prepare all exhibits and supplementary materials to complete the public involvement mailing.

(c) Prepare a summary report of responses from the after the public involvement mailing.

(d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of the comments and suggestions received from the public involvement mailing.

(e) Provide the MUNICIPALITY with copies of all mailing materials for review and approval.

(f) One combined public involvement letter will be prepared to include this project and project ID's 4640-01-01 and 4650-02-00.

F. MEETINGS

(1) Hold an Operational Planning Meeting(OPM) to discuss the organization and processing of the Services under this CONTRACT.

(2) Attend 30%, 60%, and 90% plan review meetings with the MUNICIPALITY and the DEPARTMENT.

(3) Attend the pre-construction conference as scheduled by the MUNICIPALITY.

(4) All meetings will be held at the MUNICIPALITY's office in conjunction with the meetings for project ID's 4640-01-01 & 4650-02-00.

G. SURVEYS

(1) Complete the topographic survey of two (2) intersections to provide the geometric details needed to prepare bidding documents. It is assumed that the information needed for the remaining 6 intersections will be available from plan sheets provided by the MUNICIPALITY.

(2) Submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

H. ROAD PLANS

(1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

(a) Construction Details
(b) Project Overview
(c) Traffic Signal Plans
(d) Plan Sheets with Erosion Control
(e) Miscellaneous Quantities

(2) One set of plans and bidding documents will be prepared to include this project with project ID's 4640-01-01 and 4650-02-00

I. TRAFFIC

(1) Collect traffic counts and develop traffic projections for the year 2041 at the following locations:

(a) Superior Ave (13-hour weekday and 4-hour Saturday counts)
(b) Wilgus Ave (13-hour weekday and 4-hour Saturday counts)
(c) Kohler Memorial WB Ramp (13-hour weekday and 4-hour Saturday counts)
(d) Kohler Memorial EB Ramp (13-hour weekday and 4-hour Saturday counts)
(e) Meijer Entrance (13-hour weekday and 4-hour Saturday counts)
(f) Erie Ave (24-hour weekday and 4-hour Saturday counts)
(g) Taylor Frontage Rd S (13-hour weekday and 4-hour Saturday counts)
(h) New Jersey Ave (13-hour weekday and 4-hour Saturday counts)
(i) Indiana Ave (13-hour weekday and 4-hour Saturday counts)

(2) Model entire project corridor utilizing Synchro software to provide measures of effectiveness and timing plans for all signalized intersections listed above.

(3) Complete site review to calibrate model to existing conditions

(4) Complete a review of the equipment at each intersection listed above to determine the equipment needs to facilitate the installation of radio and video detection equipment.

(5) Complete a corridor review to identify any intermediate equipment needs to facilitate radio connections between signals.

(6) Coordinate a system wide connection of the signals in this project and Project ID's 4650-02-00 & 4640-01-01 to the MUNICIPALITIES centrally located facility.

(7) Complete site review to after construction is complete to calibrate signal timing based on actual traffic.

J. SERVICES PROVIDED BY THE DEPARTMENT

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

1. Assist the WisDNR with wetland determination as needed

K. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Existing right-of-way plats if available
2. Mailing list for the public informational mailing
3. List of known utilities
4. Horizontal and vertical control for surveys

5. Copies of municipal mapping
6. As-built plans
7. Publication of PIM notice
8. Approved Utility Work Plans

PROSECUTION AND PROGRESS

(1) Report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.

(2) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by January 1, 2020.

Report Title	Date
Operational Planning Meeting	1/15/20
Public Involvement Plan	2/1/20
30% Plans, Estimate, and Roadbuilders Quantities Submittal	3/15/20
Public Information Mailing	4/1/20
Environmental Document	5/1/20
Traffic Management Plan	6/1/20
60% Plan, Estimate, and Road Builder's Quantities Submittal	6/15/20
Corridor Traffic Report	6/15/20
Design Study Report	8/1/20
90% Plan, Estimate, and Road Builder's Quantities Submittal	10/1/20
Draft PS&E submittal	11/15/20
Final P.S. & E.	1/12/21
Project Letting	3/25/21
Attend Pre-construction Conference	Summer 2021

Consultant Weighted Direct Labor Rates

JT Engineering

Taylor Drive Traffic Flow Improvements

Superior Ave - Indiana Ave

Sheboygan County

Project ID 4291-00-01

Classification: Design Engineer

Employee Name(a)	Current Rate(c)	Percent Contribution(c)	(b*c)
Employee #0084	$27.00	50.00%	$13.50
Employee #0069	$34.25	50.00%	$17.13
TOTAL		100.00%	$30.63

Consultant Individual Direct Labor Rates

JT Engineering

Taylor Drive Traffic Flow Improvements
Superior Ave - Indiana Ave
Sheboygan County
Project ID 4291-00-01

Employee Name / ID Number	Classification	Current Rate	Rate of Pay After October 2019 (+3.1%)	Rate of Pay After October 2020 (+3.1%)	Rate of Pay After October 2021 (+3.1%)	% of Work At Current Rate	% Work After October 2019	% Work After October 2020	% Work After October 2021	TOTAL %	FINAL Weighted Average Hourly Rate
Employee #0048	Project Manager	$ 57.75	$ 59.54	$ 61.39	$ 63.29	15%	70%	15%	0%	100%	$ 59.55
Employee #0026	Lead Designer	$ 41.50	$ 42.79	$ 44.12	$ 45.49	15%	70%	15%	0%	100%	$ 42.80
Blended Rate	Design Engineer	$ 30.63	$ 31.58	$ 32.56	$ 33.57	15%	70%	15%	0%	100%	$ 31.58
Employee #0078	Senior Traffic Engineer	$ 47.00	$ 48.46	$ 49.96	$ 51.51	5%	65%	30%	0%	100%	$ 48.84
Employee #0077	Traffic Engineer	$ 34.50	$ 35.57	$ 36.67	$ 37.81	5%	65%	30%	0%	100%	$ 35.85
Employee #0025	Engineer Technician	$ 26.50	$ 27.32	$ 28.17	$ 29.04	15%	70%	15%	0%	100%	$ 27.33
Employee #0038	Survey Chief	$ 35.00	$ 36.09	$ 37.21	$ 38.36	80%	20%	0%	0%	100%	$ 35.22
Employee #0053	Admin Assistant	$ 22.25	$ 22.94	$ 23.65	$ 24.38	15%	70%	15%	0%	100%	$ 22.95

Contract Completion Date: 10/1/2021

Escalation Factor = 3.1%

Summary of Staff Hours and Direct Labor Costs

JT Engineering

Taylor Drive Traffic Flow Improvements
Superior Ave - Indiana Ave
Sheboygan County
Project ID 4291-00-01

		Project Manager		Design Engineer		Lead Designer		Senior Traffic Engineer		Traffic Engineer		Engineer Technician		Survey Chief		Admin Assistant			
		$59.55		$31.58		$42.80		$48.84		$35.85		$27.33		$35.22		$22.95		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Manage Project Scope and Schedule	887	30.0	$ 1,786.50					4.5	$ 219.78	1.0	$ 35.85	1.0	$ 27.33			2.0	$ 45.90	38.5	$ 2,115.36
Manage Project Quality	890	22.0	$ 1,310.10															22.0	$ 1,310.10
Manage Project Stakeholders	743	2.0	$ 119.10	3.0	$ 94.74	7.0	$ 299.60	2.5	$ 122.10	1.0	$ 35.85	3.0	$ 81.99			4.0	$ 91.80	22.5	$ 845.18
Design Geometrics and Details	776			40.0	$ 1,263.20	6.5	$ 278.20					34.0	$ 929.22					80.5	$ 2,470.62
Develop Quantities and Estimates	786			8.0	$ 252.64			6.0	$ 293.04	16.0	$ 573.60	6.0	$ 163.98					36.0	$ 1,283.26
Develop PSE Documents	856			22.0	$ 694.76	8.0	$ 342.40	4.0	$ 195.36	12.0	$ 430.20							46.0	$ 1,662.72
Conduct and Process Existing Field Survey	723													30.0	$ 1,056.60			30.0	$ 1,056.60
Analyze Archaeological and Historical Impact and Tr	763			3.0	$ 94.74											2.0	$ 45.90	5.0	$ 140.64
Environmental Documentation and Agency Coordina	769			7.0	$ 221.06	6.0	$ 256.80					2.0	$ 54.66					15.0	$ 532.52
Analyze Traffic Data/ Forecast	313							31.0	$ 1,514.04	108.0	$ 3,871.80							139.0	$ 5,385.84
Collect Traffic Field Data	347			67.0	$ 2,115.86			7.0	$ 341.88	10.0	$ 358.50							84.0	$ 2,816.24
Design Traffic Signal and Details	785							75.0	$ 3,663.00	121.0	$ 4,337.85							196.0	$ 8,000.85
Develop Traffic Control and Staging	788			8.0	$ 252.64	3.0	$ 128.40											11.0	$ 381.04
Coordinate Utilities	746			7.0	$ 221.06	11.0	$ 470.80					6.0	$ 163.98			4.0	$ 91.80	28.0	$ 947.64
Coordinate Railroad	847			2.0	$ 63.16	1.0	$ 42.80											3.0	$ 105.96
Manage Construction Start	791	1.5	$ 89.33															1.5	$ 89.33
																		0.0	$ -
																		0.0	$ -
		55.5	$ 3,305.03	167.0	$ 5,273.86	42.5	$ 1,819.00	130.0	$ 6,349.20	269.0	$ 9,643.65	52.0	$ 1,421.16	30.0	$ 1,056.60	12.0	$ 275.40	758.0	$ 29,143.90

Direct Expenses by Item

JT Engineering

Taylor Drive Traffic Flow Improvements
Superior Ave - Indiana Ave
Sheboygan County
Project ID 4291-00-01

Item	Activity Code	Unit Amount	Unit Type	Rate	Total Expenses
Plan Review Meetings (30/60/90)		758			
Mileage	887	150	Miles	$0.580	$87.00
Project Stakeholder Meetings					
Mileage	743	132	Miles	$0.580	$76.56
Traffic Modeling					
Mileage (calibrate existing model)	313	150	Miles	$0.580	$87.00
Meals - Lunch	313	2	Each	$14.00	$28.00
Survey - Topo					
Mileage	723	450	Miles	$0.580	$261.00
Meals - Lunch	723	3	Each	$14.00	$42.00
Design Traffic Signals and Details					
Mileage (review of existing traffic signal equipment)	785	170	Miles	$0.580	$98.60
Meals - Lunch	785	1	Each	$14.00	$14.00
Traffic Data Collection/Counts					
Mileage (Traffic Counts)	347	1705	Miles	$0.580	$988.90
Miovision County (13-hour week day)	347	8	Each	$325.00	$2,600.00
Miovision County (24-hour week day)	347	1	Each	$456.00	$456.00
Miovision County (weekend)	347	9	Each	$100.00	$900.00
Pre-Con Meeting					
Mileage	791	50	Miles	$0.580	$29.00
TOTAL					$5,668.06

Fee Computation Summary by Engineering Task

JT Engineering

Taylor Drive Traffic Flow Improvements
Superior Ave - Indiana Ave
Sheboygan County
Project ID 4291-00-01

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee Amount	Direct Expenses	Totals
Manage Project Scope and Schedule	887	$2,115.36	$3,016.71	$383.41	$87.00	$5,602.48
Manage Project Quality	890	$1,310.10	$1,868.33	$237.46	$0.00	$3,415.89
Manage Project Stakeholders	743	$845.18	$1,205.31	$153.19	$76.56	$2,280.24
Design Geometrics and Details	776	$2,470.62	$3,523.35	$447.80	$0.00	$6,441.77
Develop Quantities and Estimates	786	$1,283.26	$1,830.06	$232.59	$0.00	$3,345.91
Develop PSE Documents	856	$1,662.72	$2,371.20	$301.37	$0.00	$4,335.29
Conduct and Process Existing Field Survey	723	$1,056.60	$1,506.82	$191.51	$303.00	$3,057.93
Analyze Archaeological and Historical Impact and Tribal Consultation	763	$140.64	$200.57	$25.49	$0.00	$366.70
Environmental Documentation and Agency Coordination	769	$532.52	$759.43	$96.52	$0.00	$1,388.47
Analyze Traffic Data/ Forecast	313	$5,385.84	$7,680.75	$976.18	$115.00	$14,157.77
Collect Traffic Field Data	347	$2,816.24	$4,016.24	$510.44	$4,944.90	$12,287.82
Design Traffic Signal and Details	785	$8,000.85	$11,410.01	$1,450.15	$112.60	$20,973.61
Develop Traffic Control and Staging	788	$381.04	$543.40	$69.06	$0.00	$993.50
Coordinate Utilities	746	$947.64	$1,351.43	$171.76	$0.00	$2,470.83
Coordinate Railroad	847	$105.96	$151.11	$19.21	$0.00	$276.28
Manage Construction Start	791	$89.33	$127.39	$16.19	$29.00	$261.91
						$0.00
		$29,143.90	$41,562.11	$5,282.33	$5,668.06	$81,656.40

Fixed Fee 7.25%

Overhead Rate 142.61%

CONSULTANT CONTRACT TOTAL FEE COMPUTATION
JT Engineering

Taylor Drive Traffic Flow Improvements
Superior Ave - Indiana Ave
Sheboygan County
Project ID 4291-00-01

Project ID	4291-00-01				TOTALS
Number of Staff Hours	758				758
Total Direct Labor	$29,143.90				$29,143.90
Total Indirect Costs	$41,562.11				$41,562.11
Fixed Fee Amount	$5,282.33				$5,282.33
Direct Expenses	$5,668.06				$5,668.06
Subtotal	**$81,656.40**	**$0.00**	**$0.00**	**$0.00**	**$81,656.40**
					$0.00
					$0.00
					$0.00
Subcontract Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL COST	$81,656.40	$0.00	$0.00	$0.00	$81,656.40

Indirect Cost Rate (%) 142.61%

Fixed Fee (%) 7.25%

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. July 15, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 49-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on State Highway 23/Kohler Memorial Drive/Erie Avenue between S. Taylor Drive and N. 9th Street; recommends adopting the Resolution.

Ref

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 49 - 19 - 20. By Alderpersons Wolf and Sorenson. June 25, 2019.

A RESOLUTION authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on State Highway 23/Kohler Memorial Drive/Erie Avenue between S. Taylor Drive and N. 9th Street.

WHEREAS, in 2019 the City entered into a State/Municipal Agreement for a Locally Let Project with the State of Wisconsin Department of Transportation regarding traffic flow improvements on State Highway 23 / Kohler Memorial Drive / Erie Avenue between South Taylor Drive and North 9th Street (the "Project"); and

WHEREAS, the next step in the Project is to enter into the attached Three Party Design Engineering Services Contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc.; and

WHEREAS, pursuant to the contract, the City is responsible for making full payment on the contract and is expected to receive reimbursement of 80% of the contract from the Wisconsin Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc. in the amount of $63,507.08 and to draw funds from the Capital Projects Fund-Street Improvements Account No. 40033140-631200 in payment of the contract. Reimbursement shall be deposited in the same account.

BE IT FURTHER RESOLVED: That staff is directed to provide JT Engineering, Inc. with a notice to proceed so that the first invoice under this contract is not received until after January 1, 2020.

Public Works
Adopt

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

City of Sheboygan (MUNICIPALITY)

AND JT Engineering, Inc. (CONSULTANT) FOR

Project 4650-02-00
STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement
S Taylor Dr – N 9th St
Loc Str
Sheboygan County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in Sheboygan County Notice of Interest dated March 18, 2019, and administration/coordination, public involvement, agency coordination, meetings, design reports, environmental documentation, traffic engineering, preliminary and final design, plan production, quantities, PS&E, post PS&E, and survey. This Qualification Based Selection was made based on the CONSULTANT'S submitted proposal.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Tim Verhagen; Project Manager; 944 Vanderperren Way, Green Bay, WI 54304; timothy.verhagen@dot.wi.gov; and 920-362-1267.

The MUNICIPALITY REPRESENTATIVE is Ryan Sazama, City Engineer; 2026 New Jersey Avenue, Sheboygan, WI 53081-4714; Ryan.Sazama@sheboyganwi.gov; and 920-459-3440.

The CONSULTANT REPRESENTATIVE is: Rich Glen, Project Manager; 1077 Centennial Centre Blvd., Hobart, WI 54155-8820; richg@jt-engineering.com; and 920-468-4771.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast region office located in Green Bay, WI and will be completed by October 1, 2021. Deliver PROJECT DOCUMENTS to 944 Vanderperren Way, Green Bay, WI 54304, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

☐ DEPARTMENT ☒ MUNICIPALITY

For all contract services, actual costs to the CONSULTANT up to $59,336.82, plus a fixed fee of $4,170.26, not to exceed $63,507.08.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed $63,507.08.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 6 pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By:_____

Title: _____

Date:_____

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By:_____

Title: _____

Date:_____

Approved

By: _____

Governor, State of Wisconsin

Date: _____

Project 4650-02-00
STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement
S Taylor Dr – N 9th St
Loc Str
Sheboygan County

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS
Revised 05/26/16

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

a. Traffic Management Plan, Type 2 (TMP)
b. Public Involvement Plan (PIP) (one PIP will be prepared to cover this project and project ID's 4291-00-01 and 4640-01-01)
c. Corridor Traffic Report
d. Design Study Report (with CMAQ air quality information included)
e. Preliminary Engineering Checklist
f. Project Proposal Certificate
g. Construction Bid Letting Checklist
h. Local Let Project Contract Document Checklist
i. Request to Advertise
j. Request to Award
k. Proprietary Product Justification

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare an PCE Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible

alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

One combined PCE will be prepared document the environmental impacts of this project and project ID's 4291-00-01 and 4640-01-01.

(1) Wetland Investigations

The Department of Natural Resources will identify wetlands in the project area. The CONSULTANT will survey those areas identified and in conjunction with the Department of Natural Resources provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002."

(2) Historical and Archaeological Surveys and Studies:

Submit this PROJECT for archeological and historical clearance on the WisDOT Environmental Services screening list.

(3) Native American Coordination

Prepare the notification letter and submit to the DEPARTMENT for review and approval. Letters will be mailed out by CONSULTANT. One combined Native American notification letter will be prepared to include this project and project ID's 4291-00-01 and 4640-01-01.

C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application. Request for and obtain a 401 Water Quality Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be obtained prior to the PS&E date. Scope assumes any wetland impacts will be mitigated at a wetland bank site and will be handled by the DEPARTMENT.

(2) Coordinate with the United States Fish & Wildlife Service (US F&WS) for potential impacts to the Northern Long Eared Bat (NLEB). For NLEB Coordination follow "User's Guide for the Range-wide Programmatic Informal Consultation for Indian Bat and Northern Long-eared Bat" Version 1.1, June 4, 2015 by the Federal Highway Administration, Federal Railroad Administration, and U.S. Fish and Wildlife Service. In addition, follow the WisDOT "Supplemental Guidance for the Northern Long-Eared Bat Effect Determination and Agency Consultation Process."

D. RAILROAD/ UTILITY INVOLVEMENTS

(1) Railroad Coordination

(a) Coordinate the PROJECT with the Northeast Region Railroad Coordinator.

(2) Utility Coordination

(a) Perform all utility coordination in accordance with The MANUAL and the WisDOT Guide to Utility Coordination.

(b) The MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. Verify and update the list.

(c) Transmit final utility-related documents to the DEPARTMENT. This submittal includes the following information:

i. USR
ii. Utility-related special provisions
iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
vi. Approved Work Plans by LPA.

(d) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

E. PUBLIC INVOLVEMENT

(1) Public Involvement Mailing:

(a) Prepare and mail documentation to explain the concepts and probable impacts of this PROJECT to the public.

(b) Prepare all exhibits and supplementary materials to complete the public involvement mailing.

(c) Prepare a summary report of responses from the after the public involvement mailing.

(d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of the comments and suggestions received from the public involvement mailing.

(e) Provide the MUNICIPALITY with copies of all mailing materials for review and approval.

(f) One combined public involvement letter will be prepared to include this project and project ID's 4291-00-01 and 4640-01-01.

F. MEETINGS

(1) Hold an Operational Planning Meeting(OPM) to discuss the organization and processing of the Services under this CONTRACT.

(2) Attend 30%, 60%, and 90% plan review meetings with the MUNICIPALITY and the DEPARTMENT.

(3) Attend the pre-construction conference as scheduled by the MUNICIPALITY.

(4) All meetings will be held at the MUNICIPALITY's office in conjunction with the meetings for project ID's 4291-00-01 & 4640-01-01.

G. SURVEYS

(1) Complete the topographic survey of two (2) intersections to provide the geometric details needed to prepare bidding documents. It is assumed that the information needed for the remaining 4 intersections will be available from plan sheets provided by the MUNICIPALITY.

(2) Submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

H. ROAD PLANS

(1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

(a) Construction Details
(b) Project Overview
(c) Traffic Signal Plans
(d) Plan Sheets with Erosion Control
(e) Miscellaneous Quantities

(2) One set of plans and bidding documents will be prepared to include this project with project ID's 4291-00-01 and 4640-01-01

I. TRAFFIC

(1) Collect traffic counts and develop traffic projections for the year 2041 at the following locations:

(a) N 25th St (24-hour weekday count)
(b) N 25th St service road (13-hour weekday count)
(c) N 19th St (13-hour weekday count)
(d) N 17th St (13-hour weekday count)
(e) N 10th St (13-hour weekday count)
(f) N 9th St (13-hour weekday count)
(g) Count for N 14th St is included in the contract for 4640-01-01

(2) Model entire project corridor utilizing Synchro software to provide measures of effectiveness and timing plans for all signalized intersections listed above.

(3) Complete site review to calibrate model to existing conditions

(4) Complete a review of the equipment at each intersection listed above to determine the equipment needs to facilitate the installation of radio and video detection equipment.

(5) Complete a corridor review to identify any intermediate equipment needs to facilitate radio connections between signals.

(6) Coordinate a system wide connection of the signals in this project and Project ID's 4291-00-01 & 4640-01-01 to the MUNICIPALITIES centrally located facility.

(7) Complete site review to after construction is complete to calibrate signal timing based on actual traffic.

J. SERVICES PROVIDED BY THE DEPARTMENT

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

1. Assist the WisDNR with wetland determination as needed

K. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Existing right-of-way plats if available
2. Mailing list for the public informational mailing
3. List of known utilities
4. Horizontal and vertical control for surveys
5. Copies of municipal mapping
6. As-built plans

7. Publication of PIM notice
8. Approved Utility Work Plans

PROSECUTION AND PROGRESS

(1) Report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.

(2) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by January 1, 2020.

Report Title	Date
Operational Planning Meeting	1/15/20
Public Involvement Plan	2/1/20
30% Plans, Estimate, and Roadbuilders Quantities Submittal	3/15/20
Public Information Mailing	4/1/20
Environmental Document	5/1/20
Traffic Management Plan	6/1/20
60% Plan, Estimate, and Road Builder's Quantities Submittal	6/15/20
Corridor Traffic Report	6/15/20
Design Study Report	8/1/20
90% Plan, Estimate, and Road Builder's Quantities Submittal	10/1/20
Draft PS&E submittal	11/15/20
Final P.S. & E.	1/12/21
Project Letting	3/25/21
Attend Pre-construction Conference	Summer 2021

Consultant Individual Direct Labor Rates

JT Engineering

STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improver
S Taylor Dr - N 9th St
Sheboygan County
Project ID 4650-02-00

Employee Name / ID Number	Classification	Current Rate	Rate of Pay After October 2019 (+3.1%)	Rate of Pay After October 2020 (+3.1%)	Rate of Pay After October 2021 (+3.1%)	% of Work At Current Rate	% Work After October 2019	% Work After October 2020	% Work After October 2021	TOTAL %	FINAL Weighted Average Hourly Rate
Employee #0048	Project Manager	$ 57.75	$ 59.54	$ 61.39	$ 63.29	15%	70%	15%	0%	100%	$ 59.55
Employee #0026	Lead Designer	$ 41.50	$ 42.79	$ 44.12	$ 45.49	15%	70%	15%	0%	100%	$ 42.80
Blended Rate	Design Engineer	$ 30.63	$ 31.58	$ 32.56	$ 33.57	15%	70%	15%	0%	100%	$ 31.58
Employee #0078	Senior Traffic Engineer	$ 47.00	$ 48.46	$ 49.96	$ 51.51	5%	65%	30%	0%	100%	$ 48.84
Employee #0077	Traffic Engineer	$ 34.50	$ 35.57	$ 36.67	$ 37.81	5%	65%	30%	0%	100%	$ 35.85
Employee #0025	Engineer Technician	$ 26.50	$ 27.32	$ 28.17	$ 29.04	15%	70%	15%	0%	100%	$ 27.33
Employee #0038	Survey Chief	$ 35.00	$ 36.09	$ 37.21	$ 38.36	80%	20%	0%	0%	100%	$ 35.22
Employee #0053	Admin Assistant	$ 22.25	$ 22.94	$ 23.65	$ 24.38	15%	70%	15%	0%	100%	$ 22.95

Contract Completion Date: 10/1/2021

Escalation Factor = 3.1%

Consultant Weighted Direct Labor Rates

JT Engineering

STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement

S Taylor Dr - N 9th St

Sheboygan County

Project ID 4650-02-00

Classification: **Design Engineer**

Employee Name / ID Number	Current Rate(c)	Percent Contribution(c)	(b*c)
Employee #0084	$27.00	50.00%	$13.50
Employee #0069	$34.25	50.00%	$17.13
TOTAL		100.00%	$30.63

Summary of Staff Hours and Direct Labor Costs

JT Engineering

STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement
S Taylor Dr - N 9th St
Sheboygan County
Project ID 4650-02-00

		Project Manager		Design Engineer		Lead Designer		Senior Traffic Engineer		Traffic Engineer		Engineer Technician		Survey Chief		Admin Assistant			
		$59.55		$31.58		$42.80		$48.84		$35.85		$27.33		$35.22		$22.95		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Manage Project Scope and Schedule	887	30.0	$ 1,786.50					4.5	$ 219.78	1.0	$ 35.85	1.0	$ 27.33			2.0	$ 45.90	38.5	$ 2,115.36
Manage Project Quality	890	17.0	$ 1,012.35															17.0	$ 1,012.35
Manage Project Stakeholders	743	2.0	$ 119.10	3.0	$ 94.74	7.0	$ 299.60	2.5	$ 122.10	1.0	$ 35.85	3.0	$ 81.99			4.0	$ 91.80	22.5	$ 845.18
Design Geometrics and Details	776			29.0	$ 915.82	5.5	$ 235.40					22.0	$ 601.26					56.5	$ 1,752.48
Develop Quantities and Estimates	786			6.0	$ 189.48			6.0	$ 293.04	16.0	$ 573.60	5.0	$ 136.65					33.0	$ 1,192.77
Develop PSE Documents	856			18.0	$ 568.44	7.0	$ 299.60	4.0	$ 195.36	12.0	$ 430.20							41.0	$ 1,493.60
Conduct and Process Existing Field Survey	723													20.0	$ 704.40			20.0	$ 704.40
Analyze Archaeological and Historical Impact and Tr	763			3.0	$ 94.74											2.0	$ 45.90	5.0	$ 140.64
Environmental Documentation and Agency Coordina	769			7.0	$ 221.06	6.0	$ 256.80					2.0	$ 54.66					15.0	$ 532.52
Analyze Traffic Data/ Forecast	313							35.0	$ 1,709.40	87.0	$ 3,118.95							122.0	$ 4,828.35
Collect Traffic Field Data	347			26.0	$ 821.08			7.0	$ 341.88	10.0	$ 358.50							43.0	$ 1,521.46
Design Traffic Signal and Details	785							50.0	$ 2,442.00	92.0	$ 3,298.20							142.0	$ 5,740.20
Develop Traffic Control and Staging	788			6.0	$ 189.48	2.0	$ 85.60											8.0	$ 275.08
Coordinate Utilities	746			5.0	$ 157.90	7.0	$ 299.60					4.0	$ 109.32			4.0	$ 91.80	20.0	$ 658.62
Coordinate Railroad	847			2.0	$ 63.16	1.0	$ 42.80											3.0	$ 105.96
Manage Construction Start	791	1.5	$ 89.33															1.5	$ 89.33
																		0.0	$ -
																		0.0	$ -
		50.5	$ 3,007.28	105.0	$ 3,315.90	35.5	$ 1,519.40	109.0	$ 5,323.56	219.0	$ 7,851.15	37.0	$ 1,011.21	20.0	$ 704.40	12.0	$ 275.40	588.0	$ 23,008.30

Direct Expenses by Item

JT Engineering

STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement
S Taylor Dr - N 9th St
Sheboygan County
Project ID 4650-02-00

Item	Activity Code	Unit Amount	Unit Type	Rate	Total Expenses
Plan Review Meetings (30/60/90)					
Mileage	887	396	Miles	$0.580	$229.68
Project Stakeholder Meetings					
Mileage	743	132	Miles	$0.580	$76.56
Traffic Modeling					
Mileage (calibrate existing model)	313	416	Miles	$0.580	$241.28
Meals - Lunch	313	2	Each	$14.00	$28.00
Survey - Topo					
Mileage	723	300	Miles	$0.580	$174.00
Meals - Lunch	723	2	Each	$14.00	$28.00
Design Traffic Signals and Details					
Mileage (review of existing traffic signal equipment)	785	416	Miles	$0.580	$241.28
Meals - Lunch	785	2	Each	$14.00	$28.00
Traffic Data Collection/Counts					
Mileage (Traffic Counts)	347	620	Miles	$0.580	$359.60
Miovision County (13-hour week day)	347	5	Each	$325.00	$1,625.00
Miovision County (24-hour week day)	347	1	Each	$456.00	$456.00
Miovision County (weekend)	347	0	Each	$100.00	$0.00
Pre-Con Meeting					
Mileage	791	50	Miles	$0.580	$29.00
TOTAL					$3,516.40

Fee Computation Summary by Engineering Task

JT Engineering

STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement

S Taylor Dr - N 9th St

Sheboygan County

Project ID 4650-02-00

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee Amount	Direct Expenses	Totals
Manage Project Scope and Schedule	887	$2,115.36	$3,016.71	$383.41	$229.68	$5,745.16
Manage Project Quality	890	$1,012.35	$1,443.71	$183.49	$0.00	$2,639.55
Manage Project Stakeholders	743	$845.18	$1,205.31	$153.19	$76.56	$2,280.24
Design Geometrics and Details	776	$1,752.48	$2,499.21	$317.64	$0.00	$4,569.33
Develop Quantities and Estimates	786	$1,192.77	$1,701.01	$216.19	$0.00	$3,109.97
Develop PSE Documents	856	$1,493.60	$2,130.02	$270.72	$0.00	$3,894.34
Conduct and Process Existing Field Survey	723	$704.40	$1,004.54	$127.67	$202.00	$2,038.61
Analyze Archaeological and Historical Impact and Tribal Consultation	763	$140.64	$200.57	$25.49	$0.00	$366.70
Environmental Documentation and Agency Coordination	769	$532.52	$759.43	$96.52	$0.00	$1,388.47
Analyze Traffic Data/ Forecast	313	$4,828.35	$6,885.71	$875.14	$269.28	$12,858.48
Collect Traffic Field Data	347	$1,521.46	$2,169.75	$275.76	$2,440.60	$6,407.57
Design Traffic Signal and Details	785	$5,740.20	$8,186.10	$1,040.41	$269.28	$15,235.99
Develop Traffic Control and Staging	788	$275.08	$392.29	$49.86	$0.00	$717.23
Coordinate Utilities	746	$658.62	$939.26	$119.37	$0.00	$1,717.25
Coordinate Railroad	847	$105.96	$151.11	$19.21	$0.00	$276.28
Manage Construction Start	791	$89.33	$127.39	$16.19	$29.00	$261.91
						$0.00
		$23,008.30	$32,812.12	$4,170.26	$3,516.40	$63,507.08

Fixed Fee 7.25%

Overhead Rate 142.61%

CONSULTANT CONTRACT TOTAL FEE COMPUTATION

JT Engineering

STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improve
S Taylor Dr - N 9th St
Sheboygan County
Project ID 4650-02-00

Project ID	4650-02-00				TOTALS
Number of Staff Hours	588				588
Total Direct Labor	$23,008.30				$23,008.30
Total Indirect Costs	$32,812.12				$32,812.12
Fixed Fee Amount	$4,170.26				$4,170.26
Direct Expenses	$3,516.40				$3,516.40
Subtotal	**$63,507.08**	**$0.00**	**$0.00**	**$0.00**	**$63,507.08**
					$0.00
					$0.00
					$0.00
Subcontract Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL COST	$63,507.08	$0.00	$0.00	$0.00	$63,507.08

Indirect Cost Rate (%) 142.61% **Fixed Fee (%)** 7.25%

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. July 15, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 50-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on State Highway 28/14th Street between North Avenue and Indiana Avenue; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

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A RESOLUTION authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on State Highway 28 / 14th Street between North Avenue and Indiana Avenue.

WHEREAS, in 2019 the City entered into a State/Municipal Agreement for a Locally Let Project with the State of Wisconsin Department of Transportation regarding traffic flow improvements on State Highway 28 / 14th Street between North Avenue and Indiana Avenue (the "Project"); and

WHEREAS, the next step in the Project is to enter into the attached Three Party Design Engineering Services Contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc.; and

WHEREAS, pursuant to the contract, the City is responsible for making full payment on the contract and is expected to receive reimbursement of 80% of the contract from the Wisconsin Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with the State of Wisconsin Department of Transportation and JT Engineering, Inc. in the amount of $88,454.76 and to draw funds from the Capital Projects Fund-Street Improvements Account No. 40033140-631200 in payment of the contract. Reimbursement shall be deposited in the same account.

BE IT FURTHER RESOLVED: That staff is directed to provide JT Engineering, Inc. with a notice to proceed so that the first invoice under this contract is not received until after January 1, 2020.

Public Works
Adopt

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

City of Sheboygan (MUNICIPALITY)

AND JT Engineering, Inc. (CONSULTANT) FOR

Project 4640-01-01
STH 28/14th Street Traffic Flow Improvement
North Ave – Indiana Ave
Loc Str
Sheboygan County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in Sheboygan County Notice of Interest dated March 18, 2019, and administration/coordination, public involvement, agency coordination, meetings, design reports, environmental documentation, traffic engineering, preliminary and final design, plan production, quantities, PS&E, post PS&E, and survey. This Qualification Based Selection was made based on the CONSULTANT'S submitted proposal.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Tim Verhagen; Project Manager; 944 Vanderperren Way, Green Bay, WI 54304; timothy.verhagen@dot.wi.gov; and 920-362-1267.

The MUNICIPALITY REPRESENTATIVE is: Ryan Sazama, City Engineer; 2026 New Jersey Avenue, Sheboygan, WI 53081-4714; Ryan.Sazama@sheboyganwi.gov; and 920-459-3440.

The CONSULTANT REPRESENTATIVE is: Rich Glen, Project Manager; 1077 Centennial Centre Blvd., Hobart, WI 54155-8820; richg@jt-engineering.com; and 920-468-4771.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast region office located in Green Bay, WI and will be completed by October 1, 2021. Deliver PROJECT DOCUMENTS to 944 Vanderperren Way, Green Bay, WI 54304, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

☐ DEPARTMENT ☒ MUNICIPALITY

For all contract services, actual costs to the CONSULTANT up to $82,647.54, plus a fixed fee of $5,807.22, not to exceed $88,454.76.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed $88,454.76.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 6 pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By: _____

Title: _____

Date: _____

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

Approved

By: _____

Governor, State of Wisconsin

Date: _____

Project 4640-01-01
STH 28/14th Street Traffic Flow Improvement
North Ave – Indiana Ave
Loc Str
Sheboygan County

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS
Revised 05/26/16

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

a. Traffic Management Plan, Type 2 (TMP)
b. Public Involvement Plan (PIP) (one PIP will be prepared to cover this project and project ID's 4291-00-01 and 4650-02-00)
c. Corridor Traffic Report
d. Design Study Report (with CMAQ air quality information included)
e. Preliminary Engineering Checklist
f. Project Proposal Certificate
g. Construction Bid Letting Checklist
h. Local Let Project Contract Document Checklist
i. Request to Advertise
j. Request to Award
k. Proprietary Product Justification

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare an PCE Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible

alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

One combined PCE will be prepared document the environmental impacts of this project and project ID's 4291-00-01 and 4650-02-00.

(1) Wetland Investigations

The Department of Natural Resources will identify wetlands in the project area. The CONSULTANT will survey those areas identified and in conjunction with the Department of Natural Resources provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002."

(2) Historical and Archaeological Surveys and Studies:

Submit this PROJECT for archeological and historical clearance on the WisDOT Environmental Services screening list.

(3) Native American Coordination

Prepare the notification letter and submit to the DEPARTMENT for review and approval. Letters will be mailed out by CONSULTANT. One combined Native American notification letter will be prepared to include this project and project ID's 4291-00-01 and 4650-02-00.

C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application. Request for and obtain a 401 Water Quality Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be obtained prior to the PS&E date. Scope assumes any wetland impacts will be mitigated at a wetland bank site and will be handled by the DEPARTMENT.

(2) Coordinate with the United States Fish & Wildlife Service (US F&WS) for potential impacts to the Northern Long Eared Bat (NLEB). For NLEB Coordination follow "User's Guide for the Range-wide Programmatic Informal Consultation for Indian Bat and Northern Long-eared Bat" Version 1.1, June 4, 2015 by the Federal Highway Administration, Federal Railroad Administration, and U.S. Fish and Wildlife Service. In addition, follow the WisDOT "Supplemental Guidance for the Northern Long-Eared Bat Effect Determination and Agency Consultation Process."

D. RAILROAD/ UTILITY INVOLVEMENTS

(1) Railroad Coordination

(a) Coordinate the PROJECT with the Northeast Region Railroad Coordinator.

(2) Utility Coordination

(a) Perform all utility coordination in accordance with The MANUAL and the WisDOT Guide to Utility Coordination.

(b) The MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. Verify and update the list.

(c) Transmit final utility-related documents to the DEPARTMENT. This submittal includes the following information:

i. USR
ii. Utility-related special provisions
iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
vi. Approved Work Plans by LPA.

(d) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

E. PUBLIC INVOLVEMENT

(1) Public Involvement Mailing:

(a) Prepare and mail documentation to explain the concepts and probable impacts of this PROJECT to the public.

(b) Prepare all exhibits and supplementary materials to complete the public involvement mailing.

(c) Prepare a summary report of responses from the after the public involvement mailing.

(d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of the comments and suggestions received from the public involvement mailing.

(e) Provide the MUNICIPALITY with copies of all mailing materials for review and approval.

(f) One combined public involvement letter will be prepared to include this project and project ID's 4291-00-01 and 4650-02-00.

F. MEETINGS

(1) Hold an Operational Planning Meeting(OPM) to discuss the organization and processing of the Services under this CONTRACT.

(2) Attend 30%, 60%, and 90% plan review meetings with the MUNICIPALITY and the DEPARTMENT.

(3) Attend the pre-construction conference as scheduled by the MUNICIPALITY.

(4) All meetings will be held at the MUNICIPALITY's office in conjunction with the meetings for project ID's 4291-00-01 & 4650-02-00.

G. SURVEYS

(1) Complete the topographic survey of three (3) intersections to provide the geometric details needed to prepare bidding documents. It is assumed that the information needed for the remaining 6 intersections will be available from plan sheets provided by the MUNICIPALITY.

(2) Submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

H. ROAD PLANS

(1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

(a) Construction Details
(b) Project Overview
(c) Traffic Signal Plans
(d) Plan Sheets with Erosion Control
(e) Miscellaneous Quantities

(2) One set of plans and bidding documents will be prepared to include this project with project ID's 4291-00-01 and 4650-02-00

I. TRAFFIC

(1) Collect traffic counts and develop traffic projections for the year 2041 at the following locations:

(a) Indiana Ave (24-hour weekday and 4-hour Saturday counts)
(b) New Jersey Ave (13-hour weekday count)
(c) Pennsylvania Ave (13-hour weekday count)
(d) Erie Ave (24-hour weekday and 4-hour Saturday counts)
(e) Superior Ave (13-hour weekday count)
(f) Saeman Ave (24-hour weekday count)
(g) N 15th St (13-hour weekday count)
(h) Geele Ave (13-hour weekday count)
(i) North Ave (13-hour weekday count)

(2) Model entire project corridor utilizing Synchro software to provide measures of effectiveness and timing plans for all signalized intersections listed above.

(3) Complete site review to calibrate model to existing conditions

(4) Complete a review of the equipment at each intersection listed above to determine the equipment needs to facilitate the installation of radio and video detection equipment.

(5) Complete a corridor review to identify any intermediate equipment needs to facilitate radio connections between signals.

(6) Coordinate a system wide connection of the signals in this project and Project ID's 4291-00-01 & 4650-02-00 to the MUNICIPALITIES centrally located facility.

(7) Complete site review to after construction is complete to calibrate signal timing based on actual traffic.

J. SERVICES PROVIDED BY THE DEPARTMENT

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

1. Assist the WisDNR with wetland determination as needed

K. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Existing right-of-way plats if available
2. Mailing list for the public informational mailing
3. List of known utilities
4. Horizontal and vertical control for surveys

5. Copies of municipal mapping
6. As-built plans
7. Publication of PIM notice
8. Approved Utility Work Plans

PROSECUTION AND PROGRESS

(1) Report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.

(2) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by January 1, 2020.

Report Title	Date
Operational Planning Meeting	1/15/20
Public Involvement Plan	2/1/20
30% Plans, Estimate, and Roadbuilders Quantities Submittal	3/15/20
Public Information Mailing	4/1/20
Environmental Document	5/1/20
Traffic Management Plan	6/1/20
60% Plan, Estimate, and Road Builder's Quantities Submittal	6/15/20
Corridor Traffic Report	6/15/20
Design Study Report	8/1/20
90% Plan, Estimate, and Road Builder's Quantities Submittal	10/1/20
Draft PS&E submittal	11/15/20
Final P.S. & E.	1/12/21
Project Letting	3/25/21
Attend Pre-construction Conference	Summer 2021

Consultant Individual Direct Labor Rates

JT Engineering

STH28/14th Street Traffic Flow Improvement
North Ave - Indiana Ave
Sheboygan County
Project ID 4640-01-01

Employee Name / ID Number	Classification	Current Rate	Rate of Pay After October 2019 (+3.1%)	Rate of Pay After October 2020 (+3.1%)	Rate of Pay After October 2021 (+3.1%)	% of Work At Current Rate	% Work After October 2019	% Work After October 2020	% Work After October 2021	TOTAL %	FINAL Weighted Average Hourly Rate
Employee #0048	Project Manager	$ 57.75	$ 59.54	$ 61.39	$ 63.29	15%	70%	15%	0%	100%	$ 59.55
Employee #0026	Lead Designer	$ 41.50	$ 42.79	$ 44.12	$ 45.49	15%	70%	15%	0%	100%	$ 42.80
Blended Rate	Design Engineer	$ 30.63	$ 31.58	$ 32.56	$ 33.57	15%	70%	15%	0%	100%	$ 31.58
Employee #0078	Senior Traffic Engineer	$ 47.00	$ 48.46	$ 49.96	$ 51.51	5%	65%	30%	0%	100%	$ 48.84
Employee #0077	Traffic Engineer	$ 34.50	$ 35.57	$ 36.67	$ 37.81	5%	65%	30%	0%	100%	$ 35.85
Employee #0025	Engineer Technician	$ 26.50	$ 27.32	$ 28.17	$ 29.04	15%	70%	15%	0%	100%	$ 27.33
Employee #0038	Survey Chief	$ 35.00	$ 36.09	$ 37.21	$ 38.36	80%	20%	0%	0%	100%	$ 35.22
Employee #0053	Admin Assistant	$ 22.25	$ 22.94	$ 23.65	$ 24.38	15%	70%	15%	0%	100%	$ 22.95

Contract Completion Date: 10/1/2021

Escalation Factor = 3.1%

Consultant Weighted Direct Labor Rates

JT Engineering

STH28/14th Street Traffic Flow Improvement

North Ave - Indiana Ave

Sheboygan County

Project ID 4640-01-01

Classification: Design Engineer

Employee Name / ID Number	Current Rate(c)	Percent Contribution(c)	(b*c)
Employee #0084	$27.00	50.00%	$13.50
Employee #0069	$34.25	50.00%	$17.13
TOTAL		100.00%	$30.63

Summary of Staff Hours and Direct Labor Costs

JT Engineering

STH28/14th Street Traffic Flow Improvement
North Ave - Indiana Ave
Sheboygan County
Project ID 4640-01-01

		Project Manager		Design Engineer		Lead Designer		Senior Traffic Engineer		Traffic Engineer		Engineer Technician		Survey Chief		Admin Assistant			
		$59.55		$31.58		$42.80		$48.84		$35.85		$27.33		$35.22		$22.95		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Manage Project Scope and Schedule	887	30.0	$ 1,786.50					4.5	$ 219.78	1.0	$ 35.85	1.0	$ 27.33			2.0	$ 45.90	38.5	$ 2,115.36
Manage Project Quality	890	22.0	$ 1,310.10															22.0	$ 1,310.10
Manage Project Stakeholders	743	2.0	$ 119.10	3.0	$ 94.74	7.0	$ 299.60	2.5	$ 122.10	1.0	$ 35.85	3.0	$ 81.99			4.0	$ 91.80	22.5	$ 845.18
Design Geometrics and Details	776			40.0	$ 1,263.20	6.5	$ 278.20					59.0	$ 1,612.47					105.5	$ 3,153.87
Develop Quantities and Estimates	786			8.0	$ 252.64			6.0	$ 293.04	16.0	$ 573.60	6.0	$ 163.98					36.0	$ 1,283.26
Develop PSE Documents	856			22.0	$ 694.76	8.0	$ 342.40	4.0	$ 195.36	12.0	$ 430.20							46.0	$ 1,662.72
Conduct and Process Existing Field Survey	723													30.0	$ 1,056.60			30.0	$ 1,056.60
Analyze Archaeological and Historical Impact and Tr	763			3.0	$ 94.74											2.0	$ 45.90	5.0	$ 140.64
Environmental Documentation and Agency Coordina	769			7.0	$ 221.06	6.0	$ 256.80					2.0	$ 54.66					15.0	$ 532.52
Analyze Traffic Data/ Forecast	313							59.0	$ 2,881.56	143.0	$ 5,126.55							202.0	$ 8,008.11
Collect Traffic Field Data	347			37.0	$ 1,168.46			7.0	$ 341.88	10.0	$ 358.50							54.0	$ 1,868.84
Design Traffic Signal and Details	785							75.0	$ 3,663.00	136.0	$ 4,875.60							211.0	$ 8,538.60
Develop Traffic Control and Staging	788			8.0	$ 252.64	3.0	$ 128.40											11.0	$ 381.04
Coordinate Utilities	746			7.0	$ 221.06	11.0	$ 470.80					6.0	$ 163.98			4.0	$ 91.80	28.0	$ 947.64
Coordinate Railroad	847			2.0	$ 63.16	1.0	$ 42.80											3.0	$ 105.96
Manage Construction Start	791	1.5	$ 89.33															1.5	$ 89.33
																		0.0	$ -
																		0.0	$ -
		55.5	$ 3,305.03	137.0	$ 4,326.46	42.5	$ 1,819.00	158.0	$ 7,716.72	319.0	$ 11,436.15	77.0	$ 2,104.41	30.0	$ 1,056.60	12.0	$ 275.40	831.0	$ 32,039.77

Direct Expenses by Item

JT Engineering

STH28/14th Street Traffic Flow Improvement
North Ave - Indiana Ave
Sheboygan County
Project ID 4640-01-01

Item	Activity Code	Unit Amount	Unit Type	Rate	Total Expenses
Plan Review Meetings (30/60/90)					
Mileage	887	150	Miles	$0.580	$87.00
Project Stakeholder Meetings					
Mileage	743	132	Miles	$0.580	$76.56
Traffic Modeling					
Mileage (calibrate existing model)	313	150	Miles	$0.580	$87.00
Meals - Lunch	313	2	Each	$14.00	$28.00
Survey - Topo					
Mileage	723	450	Miles	$0.580	$261.00
Meals - Lunch	723	3	Each	$14.00	$42.00
Design Traffic Signals and Details					
Mileage (review of existing traffic signal equipment)	785	170	Miles	$0.580	$98.60
Meals - Lunch	785	1	Each	$14.00	$14.00
Mileage (site reviews of existing signals for repeater needs and mounting details-2 site visits)	785	340	Miles	$0.580	$197.20
Meals - Lunch	785	2	Each	$14.00	$28.00
Traffic Data Collection/Counts					
Mileage (Traffic Counts)	347	775	Miles	$0.580	$449.50
Miovision County (13-hour week day)	347	6	Each	$325.00	$1,950.00
Miovision County (24-hour week day)	347	3	Each	$456.00	$1,368.00
Miovision County (weekend)	347	2	Each	$100.00	$200.00
Pre-Con Meeting					
Mileage	791	50	Miles	$0.580	$29.00
TOTAL					$4,915.86

Fee Computation Summary by Engineering Task

JT Engineering

STH28/14th Street Traffic Flow Improvement
North Ave - Indiana Ave
Sheboygan County
Project ID 4640-01-01

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee Amount	Direct Expenses	Totals
Manage Project Scope and Schedule	887	$2,115.36	$3,016.71	$383.41	$87.00	$5,602.48
Manage Project Quality	890	$1,310.10	$1,868.33	$237.46	$0.00	$3,415.89
Manage Project Stakeholders	743	$845.18	$1,205.31	$153.19	$76.56	$2,280.24
Design Geometrics and Details	776	$3,153.87	$4,497.73	$571.64	$0.00	$8,223.24
Develop Quantities and Estimates	786	$1,283.26	$1,830.06	$232.59	$0.00	$3,345.91
Develop PSE Documents	856	$1,662.72	$2,371.20	$301.37	$0.00	$4,335.29
Conduct and Process Existing Field Survey	723	$1,056.60	$1,506.82	$191.51	$303.00	$3,057.93
Analyze Archaeological and Historical Impact and Tribal Consultation	763	$140.64	$200.57	$25.49	$0.00	$366.70
Environmental Documentation and Agency Coordination	769	$532.52	$759.43	$96.52	$0.00	$1,388.47
Analyze Traffic Data/ Forecast	313	$8,008.11	$11,420.37	$1,451.47	$115.00	$20,994.95
Collect Traffic Field Data	347	$1,868.84	$2,665.15	$338.73	$3,967.50	$8,840.22
Design Traffic Signal and Details	785	$8,538.60	$12,176.90	$1,547.62	$337.80	$22,600.92
Develop Traffic Control and Staging	788	$381.04	$543.40	$69.06	$0.00	$993.50
Coordinate Utilities	746	$947.64	$1,351.43	$171.76	$0.00	$2,470.83
Coordinate Railroad	847	$105.96	$151.11	$19.21	$0.00	$276.28
Manage Construction Start	791	$89.33	$127.39	$16.19	$29.00	$261.91
						$0.00
		$32,039.77	$45,691.91	$5,807.22	$4,915.86	$88,454.76

Fixed Fee 7.25%

Indirect Rate 142.61%

CONSULTANT CONTRACT TOTAL FEE COMPUTATION
JT Engineering

STH28/14th Street Traffic Flow Improvement
North Ave - Indiana Ave
Sheboygan County
Project ID 4640-01-01

Project ID	4640-01-01				TOTALS
Number of Staff Hours	831				831
Total Direct Labor	$32,039.77				$32,039.77
Total Indirect Costs	$45,691.91				$45,691.91
Fixed Fee Amount	$5,807.22				$5,807.22
Direct Expenses	$4,915.86				$4,915.86
Subtotal	**$88,454.76**	**$0.00**	**$0.00**	**$0.00**	**$88,454.76**
					$0.00
					$0.00
					$0.00
Subcontract Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL COST	$88,454.76	$0.00	$0.00	$0.00	$88,454.76

Indirect Cost Rate (%) 142.61%

Fixed Fee (%) 7.25%

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
July 15, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 51-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute three (3) engagement letters with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan; recommends

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 51 - 19 - 20. By Alderpersons Donohue and Bohren. July 15, 2019.

A RESOLUTION authorizing the appropriate City Officials to execute three (3) engagement letters with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the three (3) attached engagement letters with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the issuance of $6,655,000 in General Obligation Corporate Purpose Bonds (Series 2019A), $4,225,000 in General Obligation Community Development Bonds (Series 2019B), and $3,315,000 in Taxable General Obligation Refunding Bonds (Series 2019C).

Finance + Personnel

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Quarles & Brady LLP

411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

June 13, 2019

VIA EMAIL

Ms. Meredith DeBruin
City Clerk
City of Sheboygan
City Hall
828 Center Avenue
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of $4,225,000 City of Sheboygan (the "City") General Obligation Community Development Bonds, Series 2019B (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the City

or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

1) the Securities are valid and binding general obligations of the City;

2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and

3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be $11,000. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least $10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Rebecca A. Speckhard

RAS:SMW:bes
#850357.00060
cc: Mr. Darrell Hofland (via email)
Mr. Martin W. Halverson (via email)
Mr. Charles C. Adams (via email)
Mr. Thomas Cameron (via email)
Ms. Carol Ann Wirth (via email)
Ms. Gloria Herron (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____
Title

Date: _____

Quarles & Brady LLP

411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

June 13, 2019

VIA EMAIL

Ms. Meredith DeBruin
City Clerk
City of Sheboygan
City Hall
828 Center Avenue
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of $3,315,000 City of Sheboygan (the "City") Taxable General Obligation Refunding Bonds, Series 2019C (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

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such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

1) the Securities are valid and binding general obligations of the City;

2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and

3) the interest in the Securities is included for federal income tax purposes in the gross income of the owners of the Securities.

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in a Securities Exchange Commission, Internal Revenue Service, or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized

area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be $9,000. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a

significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

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Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

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and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least $10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

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Very truly yours,

QUARLES & BRADY LLP

Rebecca A. Speckhard

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#850357.00061
cc: Mr. Darrell Hofland (via email)
Mr. Martin W. Halverson (via email)
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Ms. Carol Ann Wirth (via email)
Ms. Gloria Herron (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____
Title

Date: _____

Quarles & Brady LLP

411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

June 13, 2019

VIA EMAIL

Ms. Meredith DeBruin
City Clerk
City of Sheboygan
City Hall
828 Center Avenue
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of $6,655,000 City of Sheboygan (the "City") General Obligation Corporate Purpose Bonds, Series 2019A (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

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be $14,000. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

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agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

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We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Rebecca A. Speckhard

RAS:SMW:bes
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cc: Mr. Darrell Hofland (via email)
Mr. Martin W. Halverson (via email)
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Mr. Thomas Cameron (via email)
Ms. Carol Ann Wirth (via email)
Ms. Gloria Herron (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____
Title

Date: _____

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
July 15, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 52-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to enter into an agreement for the installation and commissioning of a new Heating, Ventilating and Air Conditioning (HVAC) controls system for the Mead Public Library; recommends

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 52 - 19 - 20. By Alderpersons Donohue and Bohren. July 15, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for the installation and commissioning of a new Heating, Ventilating and Air Conditioning (HVAC) controls system for the Mead Public Library.

WHEREAS, the Mead Public Library has included funding in the Capital Improvements budgets from 2019 through 2022 for the replacement and upgrade of the original HVAC controls system with a new digital controls package; and

WHEREAS, the expectation is that the necessary work will be done over a four year period of time on a floor by floor basis; and

WHEREAS, in May 2019 a request for bids was issued for the project; and

WHEREAS, the city received six responses to the solicitation; and

WHEREAS, because this is a "public works" project as defined in state law, the city must award the contract to the lowest responsible bidder under Wis. Stat. § 62.15; and

WHEREAS, the City's review of the responses has concluded that the low bidder – Quality Control Systems, Inc. of Fond du Lac, Wisconsin – meets all of the criteria to be awarded the bid.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City Officials are authorized to enter into the attached agreement with Quality Control Systems, Inc. of Fond Du Lac, WI for the installation and commissioning of a new, digital HVAC controls system to be implemented over a four-year period in accordance with the specifications included in the Request For Bids.

BE IT FURTHER RESOLVED: That the City's designated project manager is authorized to consent to additions, deletions, and modifications to the Scope of Work set forth in the attached agreement ("Change Orders"). Based on the unique facts and circumstances related to this agreement, Change Orders shall not materially change the nature of the scope of work, and shall not exceed Seven Percent (7%) of the not to exceed amount of the Contract ($12,651.10).

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds as set forth below in payment of same (including any approved Change Orders):

2019 - HVAC Controls Replacement - 47851100-621200: $66,278

BE IT FURTHER RESOLVED: That the Council recognizes that the expectation is that this Contract will be fulfilled over multiple years, and will consider appropriation of additional moneys in future years.

_____

_____

Finance + Personnel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
QUALITY CONTROL SYSTEMS, INC.

REGARDING AUTOMATIC TEMPERATURE CONTROLS AT MEAD PUBLIC LIBRARY

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Quality Control Systems, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City desires to have a new digital building automation system installed at Mead Public Library; and

WHEREAS, Contractor is willing and able to provide the City with the necessary goods and services to successfully install such a system, under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
Contractor shall provide all services, materials, labor, and tools necessary to accomplish the Automatic Temperature Controls Upgrade at Mead Public Library (the "Services") as set forth in the Scope Document prepared by Muermann Engineering, which is attached to this Agreement as Exhibit A, including—if desired by the Library Director and funding is available—Alternate No. 1, Alternate No. 2, Alternate No. 3, and Alternate No. 4. This includes all work shown or reasonably inferred from the Scope Document.

All Services shall be supervised by a competent foreman, superintendent, or other representative, who is satisfactory to the City and who has authority to act for Contract.r

Contractor shall be responsible for any required cutting necessary in order to accomplish the Services. Contractor shall make all required repairs as a result of that cutting, which shall be done to the satisfaction of the Engineer. In no case shall Contractor cut into any major structural element, beam, or column without the written approval of the Engineer.

Article 2. Responsibilities of Contractor
In addition to completing the Scope of Services as described in Article 1, Contractor shall be responsible for the following:

1. Contractor shall obtain all applicable City permits and licenses, and pay all applicable City fees prior to beginning work. Contractor shall also ensure any permitted sub-contractor has obtained any and all applicable City permits and licenses, and paid all applicable City fees.
2. At all times, Contractor shall conduct its work as to ensure the least possible obstruction to traffic and the least possible inconvenience to the general public and to the City's employees.
3. Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work, and the property at all times, including all times when no work is being done.
4. Contractor shall, at all times, keep the site of the work free from accumulation of waste material or rubbish caused by the Services. At the completion of the work, Contractor shall remove all rubbish from and about the work and all tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor.
5. Contractor shall confine his equipment, apparatus, the storage of materials and operations to limits indicated by the law, ordinances, permit, or directions of the City, and shall not encumber the premises with his materials. Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
6. Contractor shall observe and enforce the City's instructions regarding signs, advertisements, fires, and smoke.
7. Contractor shall inform the City if they suspect any materials affected or impacted in any way by the Services contain asbestos. No further activity on that material should occur until it has been determined through proper testing whether the material contains asbestos and appropriate steps are taken if asbestos is present. Any disturbance (including an accidental disturbance) of materials already identified as containing asbestos on the part of Contractor or approved subcontractor must be reported to the City immediately.
8. Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 3. Standard of Care

Contractor 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 shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance.

Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be responsible to repair any damage incurred during the Services.

The materials installed as a result of this Agreement shall be fully warranted against defects—including defects due to faulty materials, equipment or workmanship—by the Contractor for one (1) year from date of final acceptance, regardless of whether the work was performed by Contractor or an approved subcontractor. Upon receipt of notice of defect from the City, the Contractor shall promptly correct or replace any and all materials or workmanship found to be defective. All manufacturer's warranties shall also apply and be honored by Contractor.

Article 4. Responsibilities of the City

The City designates Garrett Erickson or his designee as its designated project manager for purposes of this Agreement. Muermann Engineering is designated as the Engineer for purposes of this Agreement.

All work under this Agreement will be regularly viewed by the City's representatives. City's representatives will regularly visit the site of the project and observe the work for conformity with the Agreement, and will immediately report any lack of conformity to the Engineer. Questions of interpretation of the documents will also be referred to the Engineer.

The City's representatives shall have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon a procedure.

If Contractor neglects to prosecute the work to be performed under this Agreement, or fails to perform any provision of this Agreement, the City may, after three days' written notice to the Contractor—without prejudice to any other remedy he may have—make good such deficiencies and may deduct the cost therefrom the payment due the Contractor.

The City's project manager may, to the extent authorized by the Common Council, without invalidating this Agreement, order changes in the Services consisting of additions, deletions, or modifications. The contract sum and the contract time shall be adjusted accordingly by mutual agreement before executing the work involved. All such changes in the work shall be authorized by written Change Order signed by the City's project manager.

Article 5. Compensation

The City shall pay Contractor for all fees and expenses an amount not to exceed One Hundred Eighty Thousand Seven Hundred Thirty Dollars ($180,730). This shall not exceed:

> Thirty Four Thousand Three Hundred Fifty Dollars ($34,350) for all goods and services within the "Base Bid", as set forth in Exhibit A.
>
> Thirty Nine Thousand Eight Hundred Seventy Dollars ($39,870) for all goods and services within "Alternate #1", as set forth in Exhibit A.
>
> Thirty Five Thousand Five Hundred Sixty Dollars ($35,560) for all goods and services within "Alternate #2", as set forth in Exhibit A.

Thirty Six Thousand Eight Hundred Dollars ($36,800) for all goods and services within "Alternate #3", as set forth in Exhibit A.

Thirty Four Thousand One Hundred Fifty Dollars ($34,150) for all goods and services within "Alternate #4", as set forth in Exhibit A.

Contractor may submit periodically, but not more than once each month, a Request for Payment of work done on the site. The Contractor shall furnish the Engineer all reasonable documentation required for obtaining the necessary information relative to the progress and execution of the work to validate the information contained in the Request for Payment. No payment will be made for materials stored at the job site.

Ten percent of each Request for Payment shall be retained until final completion and acceptance of the work and the City is satisfied that all subcontractors, material suppliers and employees of Contractor have been paid in full.

Unless additional services are added to the Services, pursuant to the process set forth in this Agreement, in no event shall the invoiced amount exceed the not to exceed amount.

The Request for Payment shall be sent to:

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

Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, in additional to the retained percentage, such an amount as may be necessary to protect itself from a loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work
- For defective work not remedied
- For failure of the contractor to make proper payments to the approved subcontractors
- Reasonable doubt that this Agreement can be completed for the balance then unpaid
- Evidence of damage to another Contractor
- Liquidated damages due to failure to meet contract completion dates.

The City will disburse, and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to

payment therefrom. The City will render to Contractor a proper accounting of all such facilities disbursed on behalf of Contractor.

The City may, if it deems expedient, accept work damaged or not done in accordance with the Agreement. In such event, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the City prior to receiving payment. Contractor shall provide the City with a complete release of all liens arising out of this Agreement before the retainage percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens, including all costs and reasonable attorneys fees.

Article 6. 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.

Article 7. Performance and Payment Bond

Contractor shall, within ten (10) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 8. Schedule

The City shall issue a Notice to Proceed after this Contract has been fully executed. At that point, the City's Project Manager shall work with Consultant to determine a schedule that is mutually acceptable.

Once work commences on a phase, work will be performed Monday through Friday on a continuous basis until completion. Work outside the regular work week will only be allowed with prior due notice and approval from the City's Project Manager.

The Parties recognize that one or more of the Alternates set forth in the Bids may occur in future years. All Services shall be complete by December 31, 2022, or upon such earlier date as the City's Project Manager and Contractor agree.

Final Acceptance shall occur when the City's Project Manager or designee is satisfied that the Services, including any necessary punch list items, have been fully completed.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 9. Liquidated Damages

In the event the Contractor fails to complete the Services pursuant to the Schedule set forth as a result of Agreement, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day that the work remains uncompleted, One Hundred Dollars ($100.00).

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public.

Permitting the contractor to continue and finish the Services or any portion of the Services after the time set forth in the Schedule shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 10. Quality of Materials

All materials used by Contractor shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

Article 11. Safety Requirements

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 12. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 13. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

If the City fails to make payment for a period of thirty (30) days after such payment is due, Contractor may—upon seven (7) days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

Article 14. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 15. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-contractor, and the City reserves the right to request that acceptable replacement personnel be assigned to the project. Contractor agrees to be fully responsible to the City for the acts or omissions of any approved sub-contractor. Nothing contained in the Agreement shall create any contractual relationship between an approved sub-contractor and the City.

Article 16. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 17. Indemnification

Contractor shall indemnify, defend, and hold the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall further indemnify, defend, and hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said

contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 18. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance that covers operations, contractor's protective insurance, products coverage and completed operations, contractual coverage, underground coverage, blasting, explosion, and collapse, all with a policy limit of at least:

1. Bodily Injury: $1,000,000 per person, $2,000,000 in the aggregate
2. Property Damage: $500,000 per occurrence, $500,000 in the aggregate

c. Comprehensive Automobile Liability and Property Damage Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles, with a policy limit of at least:

1. Bodily Injury: $1,000,000 per person, $1,000,000 per occurrence
2. Property Damage: $1,000,000 per occurrence

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor 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.

Article 19. Conflict of Interest
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 20. Waiver
No failure of either party to enforce a term of this Agreement 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 Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 21. Severability
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement 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 Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 22. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 23. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 24. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 25. Non-Discrimination
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 26. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

Contractor shall also comply with all applicable building codes (including the ICC Codes, National Electric Code, Wisconsin Administrative Code, and National Fire Code) and industry standards (including the American Institute of Electrical Engineers, American National Standards Institute, American Society of Heating, Refrigeration and Air Conditioning Engineers, American Society of Mechanical Engineers, American Society of Testing Materials, Insulated Power Cable Engineers Association, National Bureau of Standards, National Electrical Manufacturers Association, National Fire Protection Association, Occupational Safety and Health Act, Underwriters Laboratories, Manufacturers Standardization Society, American Institute of Steel Construction, American Welding Society, and Sheet Metal and Air Conditioning Contractors National Association).

Should Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, Contractor shall bear all costs arising in correcting the deficiencies.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor 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.

Article 27. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: Contractor:

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

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 28. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 29. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 30. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, and the Request for Bids represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 31. Non-Collusion
Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its bid, as incorporated into Article 5, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.

b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder to any other bidder or competitor prior to the bid opening.

c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

Article 32. Amendment
This Agreement may be modified only by a written amendment signed by both parties hereto. This provision shall not prohibit the City's Project Manager from approving changes in the scope of work, as authorized by the Common Council.

For the avoidance of doubt, in cases where an amendment is proposed by the Contractor and the City considers the proposal so submitted to be so excessive or unreasonable for the changes or added work contemplated, the City reserves the right to request a proposal for the same proposed work from other Contractors. The City reserves the right to make an award of such work to another contractor. In such event, Contractor agrees to fully cooperate with such other Contractor, and shall

not commit or permit any act which will interfere with the performance of work by the other Contractor.

Article 33. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

e. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

f. Loss or Damage to Contractors Equipment or Materials. Under no circumstances shall the City be liable for any loss or damage to Contractor's equipment or materials from any cause whatsoever.

g. Definition of Words. In interpreting the Agreement and its Attachments, words describing materials which have a well-known technical or trade meaning shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade, unless otherwise specifically defined in the Agreement or its Attachments.

h. Compliance with the Instructions to Bidders. Contractor represents and warrants that it has complied with the Instructions to Bidders in the Request for Bids regarding the Services (Bid #1962-19), which is incorporated by reference.

i. Fire Protection. Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

j. Discrepancies. In the case of a discrepancy within this Agreement and its Attachments, or between building codes, specifications, state laws, local ordinances, industry standards, utility company regulations, and the Agreement and its Attachments, the most stringent shall govern. Contractor shall promptly notify the City in writing of any such difference.

k. Patents. Contractor shall be responsible for any royalties and license fees associated with Contracator's completion of the Services.

l. Sanitary Facilities. The Contractor shall have access to the use of sanitary facilities available to the general public.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN	**CONTRACTOR**
BY: _____ Michael J. Vandersteen, Mayor	**BY:** _____
ATTEST: _____ Meredith DeBruin, City Clerk	**ATTEST:** _____
DATE: _____	**DATE:** _____

EXHIBIT A

SCOPE DOCUMENT

FOR

AUTOMATIC TEMPERATURE CONTROLS UPGRADE

AT

MEAD PUBLIC LIBRARY

710 N. 8th Street

Sheboygan, WI 53081

Prepared by:

Muermann Engineering
107 N. Broadway
De Pere, WI 54115

Contact: Ken Sorensen
Phone: (920) 544-9404
Mobile: (920) 634-8007
Email: ken@me-pe.com

April 8, 2019

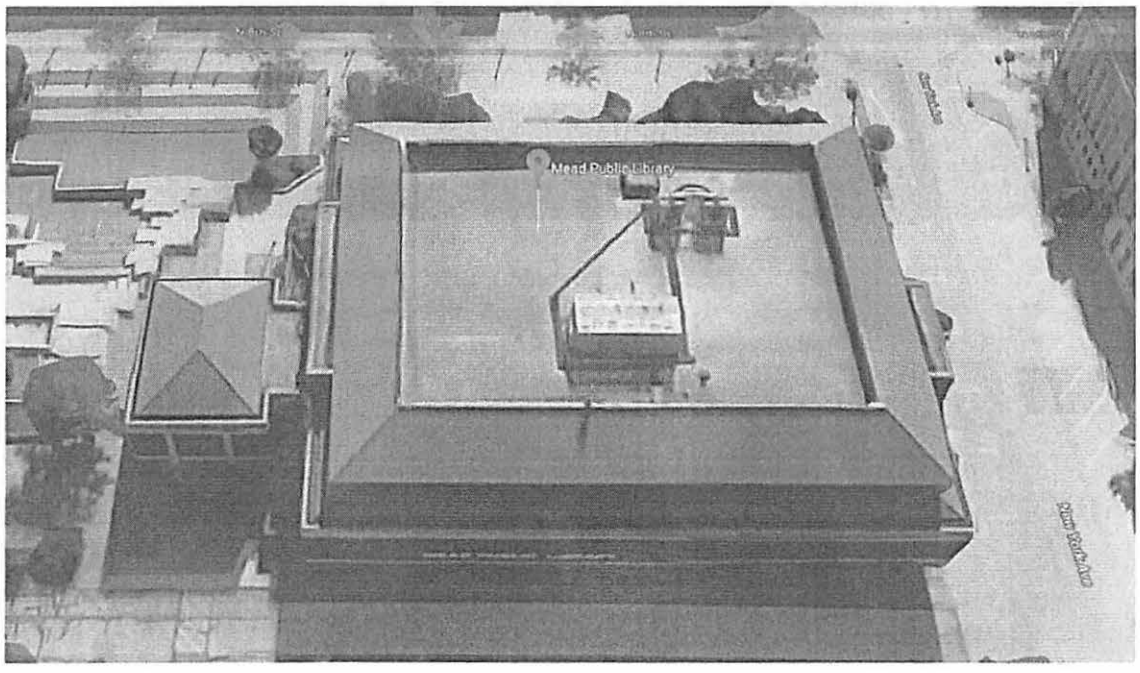
NOTE:
THIS WRITTEN SCOPE DOCUMENT WAS PREPARED TO ESTABLISH GENERAL THEME AND SCOPE OF WORK RESPONSIBILITY FOR REPLACEMENT OF EXISTING PNEUMATIC CONTROLS AND UPDGRADES TO BAS / DDC TEMPERATURE CONTROL SYSTEM.
THIS DOCUMENT IS NOT TO BE CONSIDERED A COMPLETE / ENGINEERED DESIGN.
FINAL SYSTEMS DESIGN AND EXACT QUANTITIES OF MATERIALS, DEVICES, EQUIPMENT, ETC.. SHALL BE THE RESPONSIBILITY OF THE DESIGN/BUILD TEMPERATURE CONTROLS CONTRACTOR.

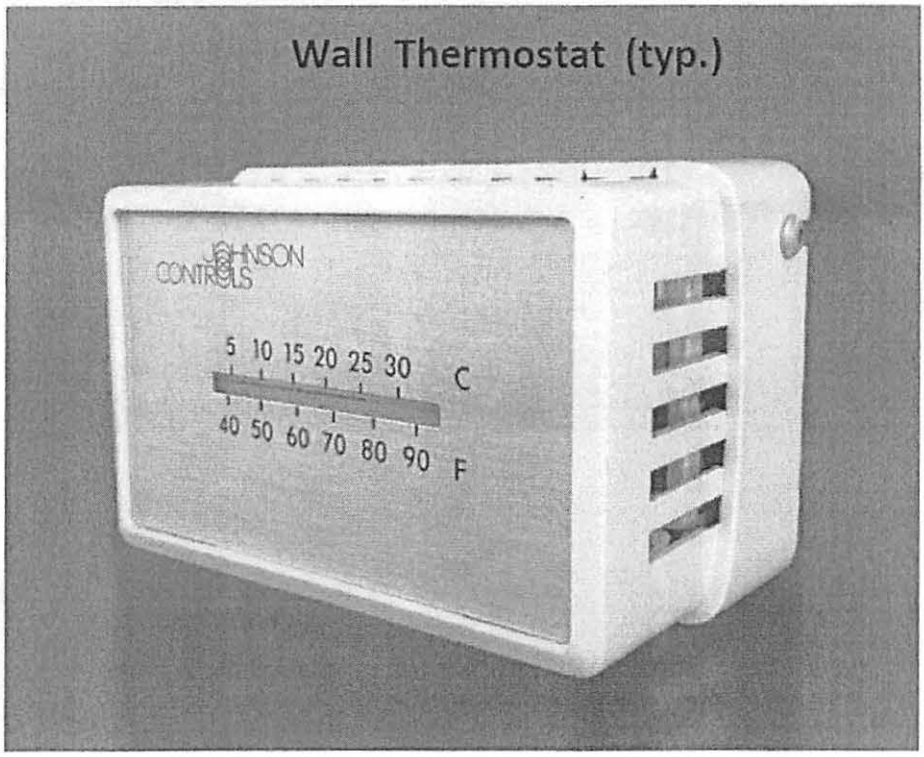
RELATED SERVICES NOTE:
THE TEMPERATURE CONTROLS DESIGN/BUILD CONTRACTOR SHALL INCLUDE IN THEIR BID AMOUNT ANY COST FOR MECHANICAL, ELECTRICAL, STRUCTURAL OR PLUMBING MODIFICATIONS REQUIRED TO COMPLETE SCOPE OF WORK AS DESCRIBED.

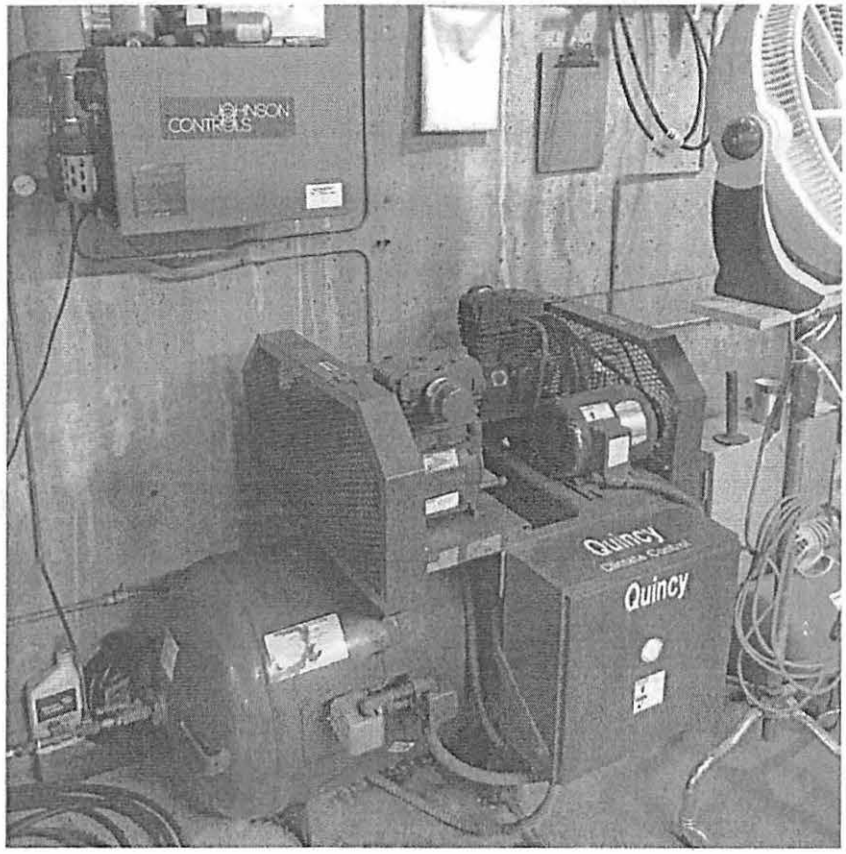
AUTOMATIC TEMPERATURE CONTROLS:
Provide system upgrades to remove and replace ALL existing pneumatic temperature controls. All HVAC related equipment and systems requiring automatic temperature control shall be upgraded from pneumatic to DDC as part of this project.
See Specification section 23 09 00 and description of services provided below for additional information.

Temperature controls contractor shall provide all materials and labor required to maintain existing sequence of operations. Controls contractor shall also include all temperature control components, materials, software, graphics, programming and labor required to upgrade existing BAS / DDC system to include onsite and off-site monitoring, alarm and adjustment by library operating personnel. Provide web-based head end with internet connection for offsite monitoring, alarm and adjustment through any smart device.

SATELLITE VIEW: 710 N. 8th Street - Sheboygan, WI 53081:




Wall Thermostat (typ.)
JOHNSON CONTROLS
5 10 15 20 25 30 C
40 50 60 70 80 90 F


JOHNSON CONTROLS
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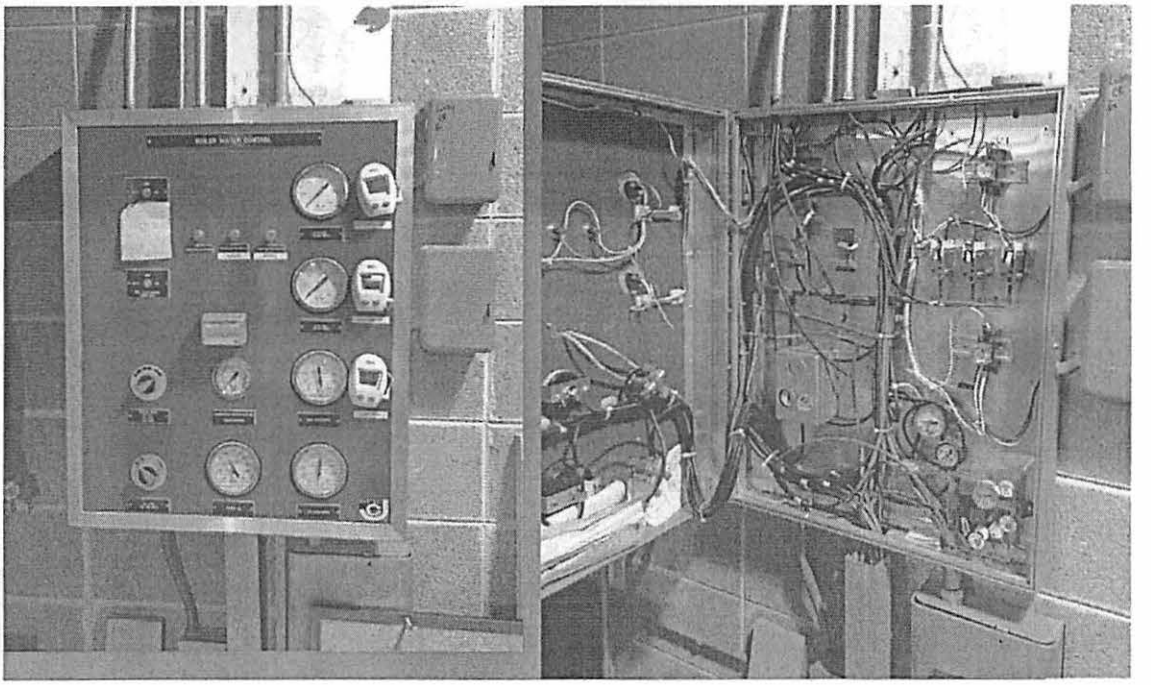
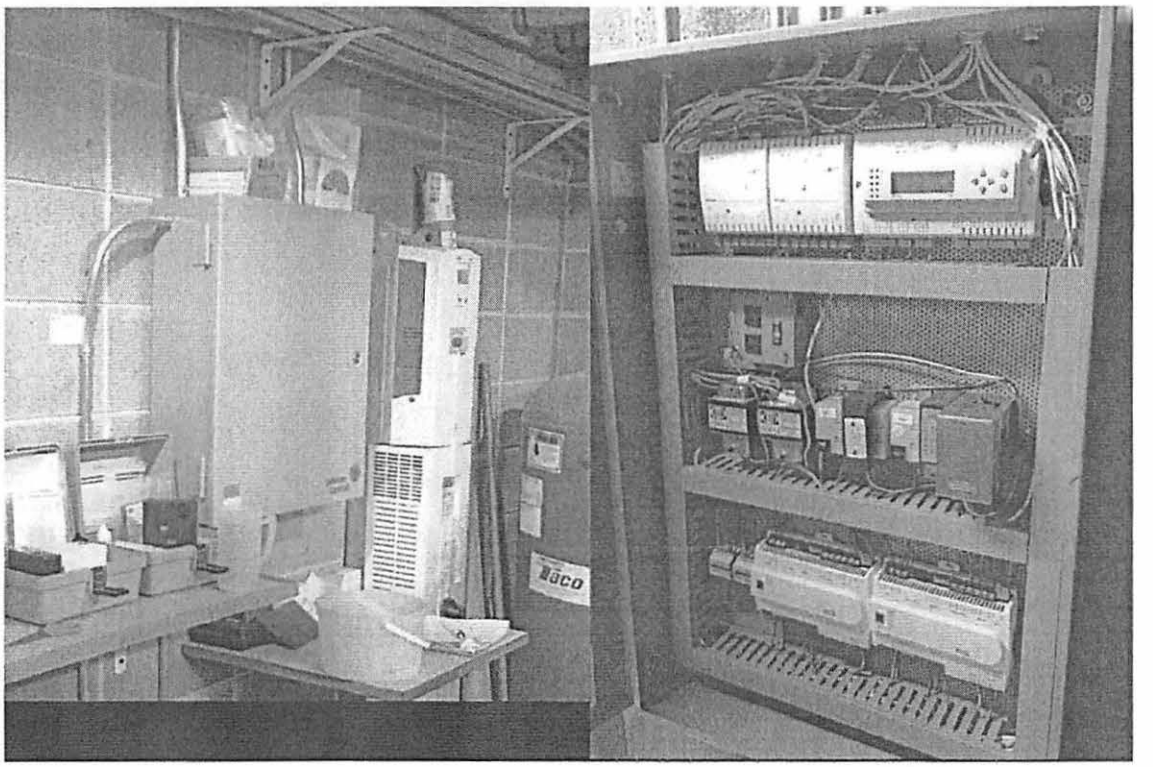
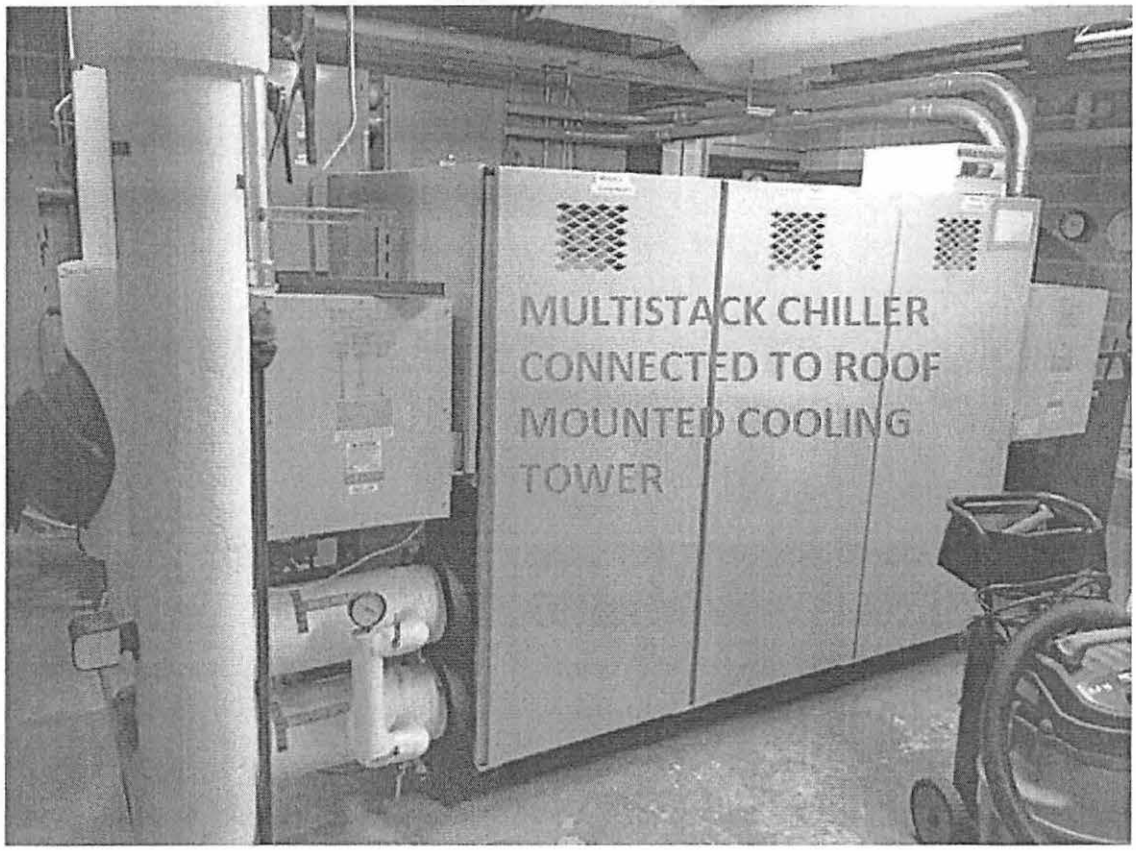



Baco

Existing Hot Water Boiler Plant - (Located in Lower Level):

Existing Chilled Water Plant - (Located in Lower Level):



EXISTING INFORMATION:

AHU-1 and REF-1: Constant Volume Air Handling Unit with Relief / Exhaust fan:

(1972 System located in Lower Level Mechanical room)

Owner provided Drawings from 1972 Original Construction set provide the following:

- Constant volume Re-Heat system includes (45) duct mounted H.W. Booster coils.
- (18) Duct mounted H.W. Booster Coils are used to create zoning on Lower Level.
- (12) Duct mounted H.W. Booster Coils are used to create zoning on 1st Floor.
- (18) Duct mounted H.W. Booster Coils are used to create zoning on 2nd Floor.
- S.A. fan = 60,760 CFM. Motor HP = 40.0.
- Relief / Exhaust fan = 54,660 CFM. Motor HP = 15.0
  Note: Variable frequency drives were added to both fans through previous system upgrade project. VFD's are manually adjusted (at the device) to equalize building pressurization when required.

AHU-2 and REF-2: Constant Volume Air Handling Unit with Relief / Exhaust fan:

(1972 System located in Lower Level Mechanical room)

Owner provided Drawings from 1972 Original Construction set provide the following:

- Constant volume Re-Heat system includes (2) duct mounted H.W. Booster coils.
- (1) Duct mounted H.W. Booster Coil for East half of 1st Floor meeting room.
- (1) Duct mounted H.W. Booster Coil for West half of 1st Floor meeting room.
- Duct mounted H.W. booster coils serving AHU-2, zone 1 and AHU-2, zone 2 are installed in lower level ceiling cavity.
- S.A. fan = 3,000 CFM. Motor HP = 3.0.
- Relief / Exhaust fan = 3,000 CFM. Motor HP = 1.0
  Note: Variable frequency drives were added to both fans through previous system upgrade project. VFD's are manually adjusted (at the device) to equalize building pressurization when required.

AHU-3 and REF-3: VAV Air Handling Unit with Relief / Exhaust fan:

(1995 Roof mounted AHU, installed inside custom weatherproof equipment enclosure)

Owner provided Drawings from 1995 building addition and 2003 remodel provide the following:

- Variable Air Volume system includes (16) air terminal units (complete w/ H.W. coil).
- (12) VAV boxes w/ integral H.W. Coils are used to create zoning on 3rd Floor.
- (2) VAV boxes w/ integral H.W. Coils are used to create zoning at 2nd Floor Quiet Study Area (located above North entry vestibule).
- **NOTE:** 2nd Floor Quiet Study Area (located above North entry vestibule) includes In-Floor Radiant tube heating and controls.
- S.A. fan = 24,000 CFM. Motor HP = unknown
- Relief / Exhaust fan = 20,000 CFM. Motor HP = unknown

INSTRUCTION TO BIDDERS:

A. The Bidder shall visit and examine the site to acquaint themselves with the building, site and actual installed conditions.

B. The quantities listed above for terminal heating devices and temperature control zones are based on existing drawings, site observation and input from maintenance staff. Determination of exact quantities and installed locations for ALL HVAC related equipment and devices that require DDC upgrade shall be the responsibility of the awarded design build temperature controls contractor.

C. Existing HVAC drawings from 1972 original construction, 1995 3rd floor building addition and 2003 interior build-out renovation projects are available in .PDF format upon request.

D. All Pre-bid access to site and contractor request for additional information shall be obtained through owner representative Bernie Rammer.
E-mail: Bernard.rammer@sheboyganwi.gov
Telephone: (920) 459-3469.

E. The Owner reserves the right to reject all Bids or any Bid or to waive any irregularities in any bid, or to accept any bid which will best serve the interests of the owner.

F. The owner representative will receive sealed bids for the above project before as specified in the Ad for Bids.

G. The successful Bidder will be required to do all work which is identified in this written scope document or reasonably implied as necessary to complete his/her contract.

DESCRIPTION OF SERVICES:

A. The City of Sheboygan may choose to complete this project in many phases, over the course of several years. **See description of phasing below.**

B. **Phase ONE, BASE BID**: The contractors base bid amount shall provide system upgrades to the existing Automatic temperature controls that include the following:

- Provide new web-based head end DDC controls system complete with internet connection for onsite and offsite monitoring, alarm and adjustment.
- All upgrades shall be native BACnet open protocol (non-proprietary) installation.
- Provide new BAS/DDC software & graphics to be installed on owners operating network.
- System monitoring, alarm and adjustment shall be available to owner through their workstation computers, tablets and smart devices that are equipped with browser (onsite and remote).
- Control devices, components, wiring and materials required for BAS/DDC upgrade at building major HVAC systems including: Boilers, Air Handling units, Chiller, cooling tower and pumps shall be included in this base bid amount.
- Provide building static pressure sensors, control devices, wiring, software, graphics and programming as required for automatic control of AHU-1 supply fan VFD and AHU-1 return exhaust fan VFD. Control sequence shall provide building pressure equalization.
- Provide building static pressure sensors, control devices, wiring, software, graphics and programming as required for automatic control of AHU-2 supply fan VFD and AHU-2 return exhaust fan VFD. Control sequence shall provide building pressure equalization.
- Provide CO2 based demand-controlled ventilation for AHU-1.
- Provide CO2 based demand-controlled ventilation for AHU-3.
- Provide Control sequence for automatic modulation of Ventilation Air through Carbon Dioxide (CO2) based sensors.
- Integration of upgraded control points at major HVAC systems into new web-based head end BAS / DDC system.
- Instructions for Owners including (4) hours of onsite training.

C. **ALTERNATE No.1: FIRST FLOOR**

- Provide controls upgrade to direct digital control (DDC) at all HVAC related terminal units, fans & mechanical systems that previously utilized pneumatic air signal.
- Summary of devices to be included as part of Alternate No. 1 are as follows:
  - (12) Duct mounted H.W. booster coils off AHU-1
  - (2) Duct mounted H.W. booster coils off AHU-2
  - (4) H.W. Convectors
  - (6) H.W. Cabinet Unit heaters
  - (5) H.W. Baseboard heaters
  - Exhaust and Make-up air systems dedicated to "Trash Room"
  - (1) In-line exhaust fan for 1st floor toilet rooms
- Integration of upgraded control points (including software, graphics and programming) for 1st floor HVAC related terminal units, fans and mechanical systems into the web-based head end BAS / DDC system provided through phase ONE, BASE BID.

D. **ALTERNATE No.2: SECOND FLOOR**

- Provide controls upgrade to direct digital control (DDC) at all HVAC related terminal units, fans & mechanical systems that previously utilized pneumatic air signal.
- Summary of devices to be included as part of Alternate No. 2 are as follows:
  - (18) Duct mounted H.W. booster coils
  - (2) VAV boxes w/ H.W. coil off AHU-3
  - (5) H.W. Convectors
  - In-floor radiant tube heating (located at Quiet Study Area)
- Integration of upgraded control points (including software, graphics and programming) for 2nd floor HVAC related terminal units, fans and mechanical systems into the web-based head end BAS / DDC system provided through phase ONE, BASE BID.

E. **ALTERNATE No.3: THIRD FLOOR**

- Provide controls upgrade to direct digital control (DDC) at all HVAC related terminal units, fans & mechanical systems that previously utilized pneumatic air signal.
- Summary of devices to be included as part of Alternate No. 3 are as follows:
  - (12) VAV boxes w/ H.W. coil off AHU-3
  - (13) H.W. Baseboard heaters
  - (1) Exhaust fan for 3rd floor toilet rooms.
- Integration of upgraded control points (including software, graphics and programming) for 3rd floor HVAC related terminal units into the web-based head end BAS / DDC system provided through phase ONE, BASE BID.

F. **ALTERNATE No.4: LOWER LEVEL (Basement)**

- Provide controls upgrade to direct digital control (DDC) at all HVAC related terminal units, fans & mechanical systems that previously utilized pneumatic air signal.
- Summary of devices to be included as part of Alternate No. 4 are as follows:
  - (18) Duct mounted H.W. booster coils off AHU-1
  - (9) H.W. Convectors
  - (4) H.W. Baseboard heaters
- Integration of upgraded control points (including software, graphics and programming) for lower level HVAC related terminal units into the web-based head end BAS / DDC system provided through phase ONE, BASE BID.

GENERAL NOTES:

A. At the completion of ALL project alternates the Automatic Temperature Controls Contractor shall decommission the existing duplex air compressor for use with automatic temperature controls system. The existing air compressor shall remain in current installed location and be utilized by owner operating staff as "workshop compressor" for hand tools requiring compressed air.

B. Wall mounted replacement thermostats to be installed in public spaces shall be sensor only type device without point of use adjustment.

C. Wall mounted replacement thermostats to be installed in spaces that are not accessible to public shall include point of use adjustment at device or through DDC/BAS head end.

D. All work shall be performed to state and local codes.

E. Provide owner with operation and maintenance manuals.

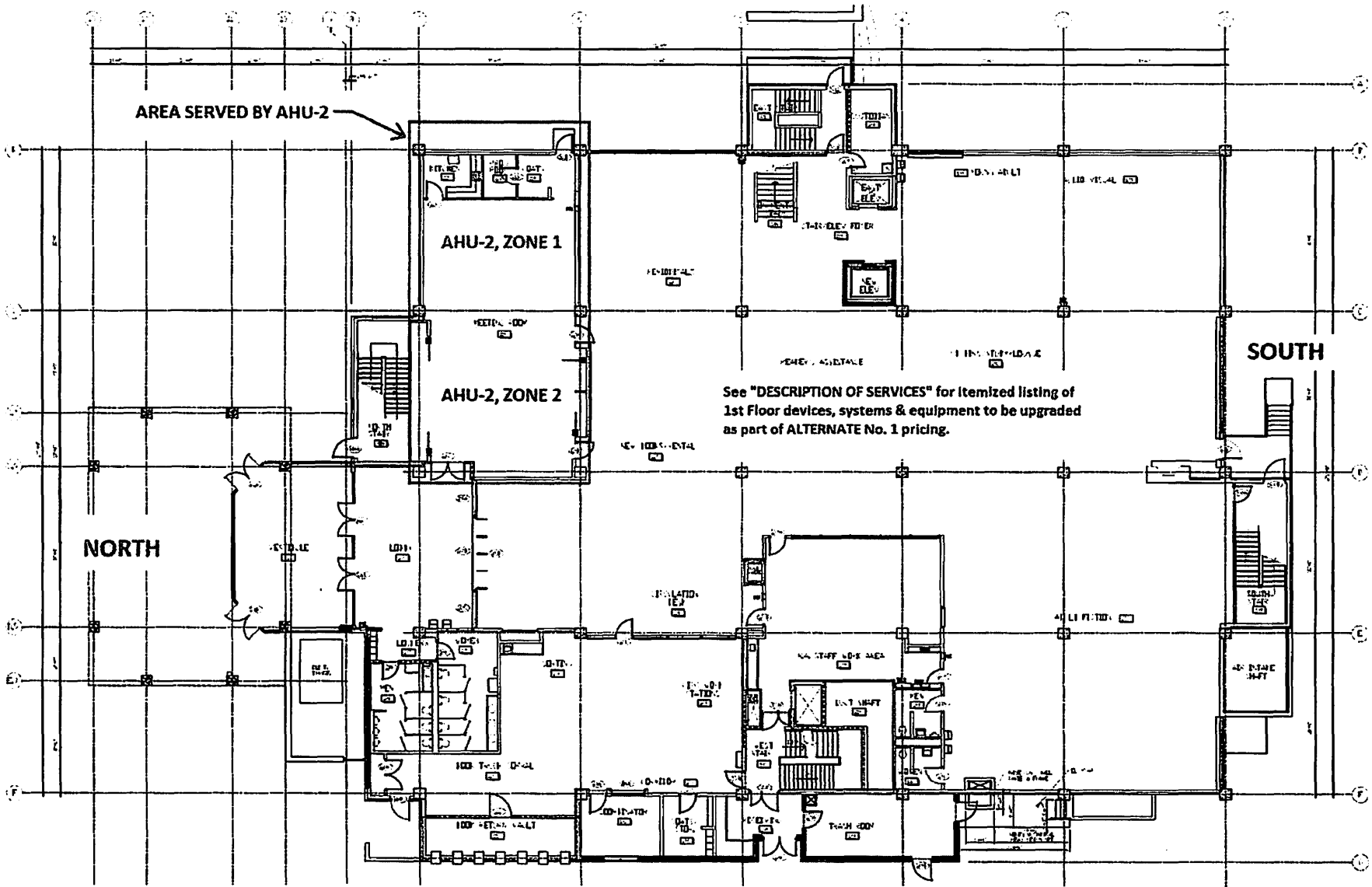
F. Install all new equipment and controls according to manufacturer's guidelines and recommendations.

G. Provide testing, adjustment and calibration of replacement system and controls as required for proper operation.

H. The design/build Temperature Controls contractor shall be responsible for complete working system.

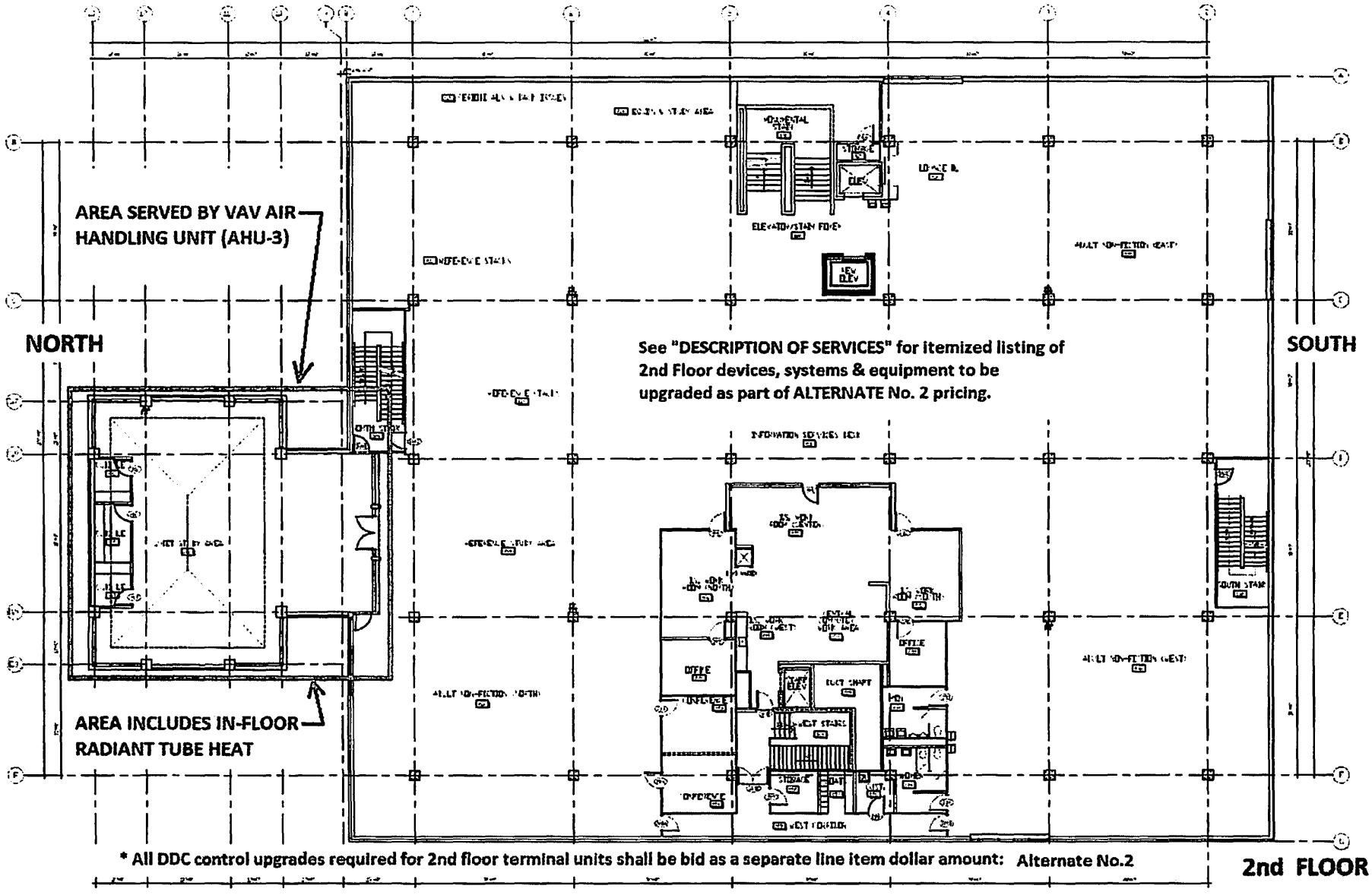
END

SEE ATTACHMENTS BELOW



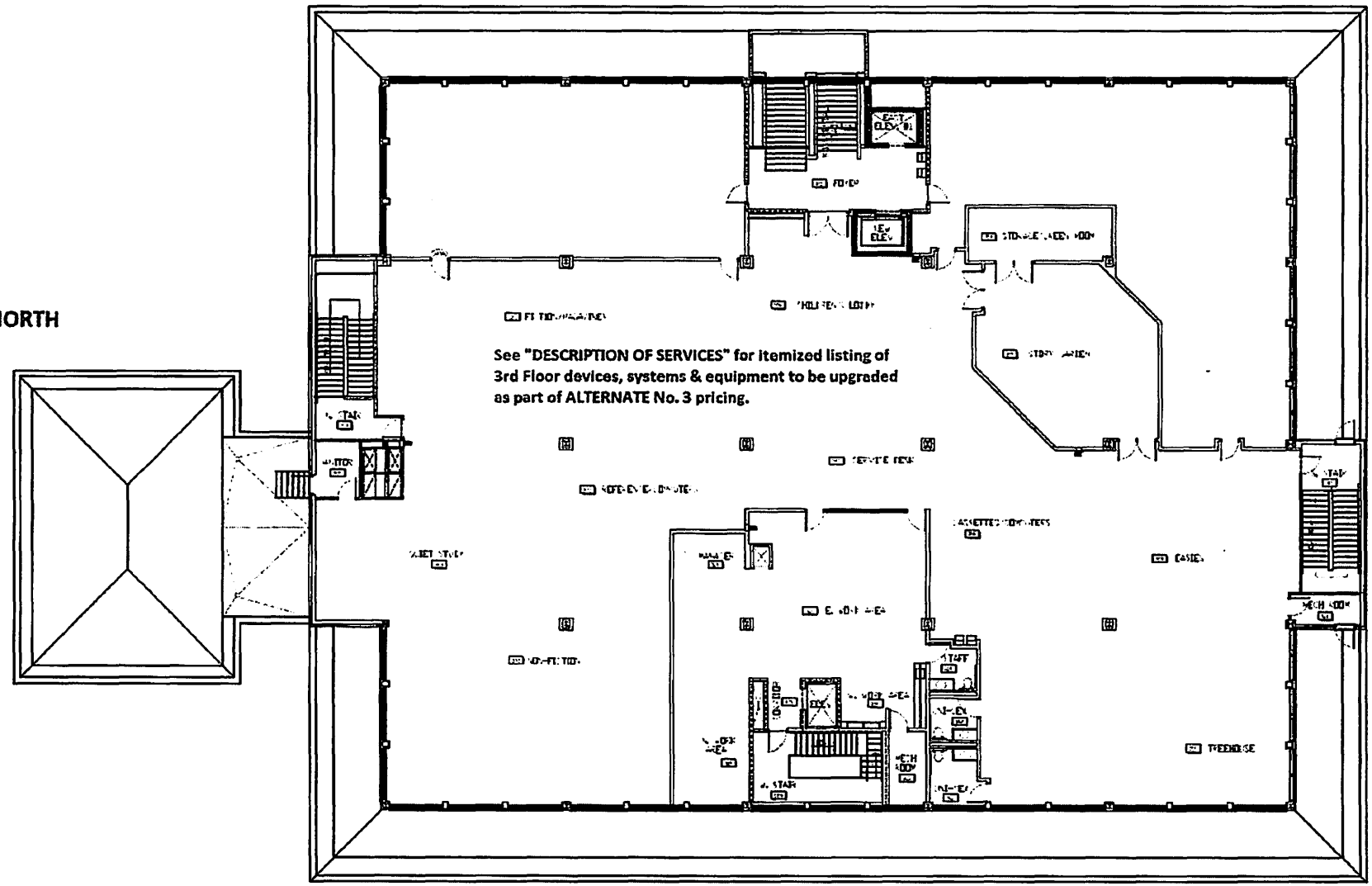
*** All DDC control upgrades required for 1st floor terminal units shall be bid as a separate line item dollar amount: Alternate No.1**

1st FLOOR


AREA SERVED BY VAV AIR HANDLING UNIT (AHU-3)
NORTH
SOUTH
See "DESCRIPTION OF SERVICES" for itemized listing of 2nd Floor devices, systems & equipment to be upgraded as part of ALTERNATE No. 2 pricing.
AREA INCLUDES IN-FLOOR RADIANT TUBE HEAT
* All DDC control upgrades required for 2nd floor terminal units shall be bid as a separate line item dollar amount: Alternate No.2
2nd FLOOR

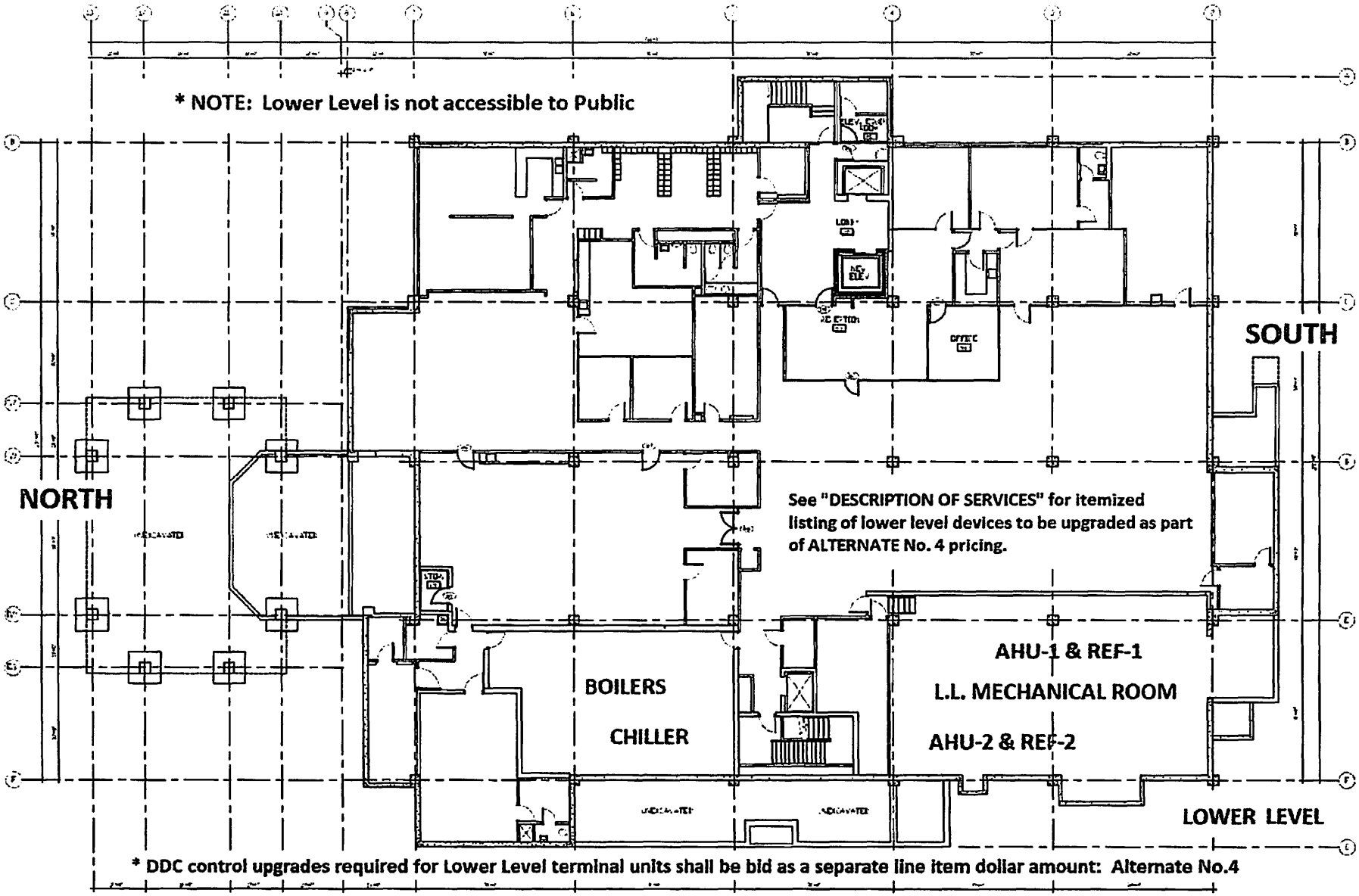
NORTH

SOUTH



* All DDC control upgrades required for 2nd floor terminal units shall be bid as a separate line item dollar amount: Alternate No.3

3rd FLOOR


* NOTE: Lower Level is not accessible to Public
SOUTH
NORTH
See "DESCRIPTION OF SERVICES" for itemized listing of lower level devices to be upgraded as part of ALTERNATE No. 4 pricing.
BOILERS
CHILLER
AHU-1 & REF-1
L.L. MECHANICAL ROOM
AHU-2 & REF-2
LOWER LEVEL
* DDC control upgrades required for Lower Level terminal units shall be bid as a separate line item dollar amount: Alternate No.4

SECTION 23 09 00
TEMPERATURE CONTROLS

PART 1 GENERAL

1.01 WORK INCLUDED

A. Provide system upgrades to existing Automatic temperature controls.

B. Upgrades shall be native BACnet open protocol (non-proprietary) installation.

C. Provide web-based head end with internet connection for onsite and offsite monitoring, alarm and adjustment.

D. Provide new BAS/DDC software & graphics to be installed on owners operating network.

E. Control devices, components, wiring and material.

F. Integration of all existing control points into upgraded BAS / DDC.

G. Extend upgraded BAS / DDC system to all existing and new equipment.

H. Instructions for Owners including (4) hours of onsite training.

1.02 RELATED WORK

A. Existing - HVAC Pumps

B. Existing – Hot water boiler for human comfort

C. Existing - Ductwork Accessories

D. Existing – Constant volume duct mounted reheat coils.

E. Existing - Variable Air Volume boxes.

F. Existing – In-floor radiant tube heat.

G. Existing - Terminal Heat Transfer Units.

1.03 SUBMITTALS

A. Provide complete operating data, system drawings, wiring diagrams, and written detailed operational description of sequences, and description and engineering data on each control system component.

B. At completion of work, submit report of checkout of automatic control system.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Johnson Controls

B. Siemens Controls

C. Automated Logic

D. Alerton Controls

E. Honeywell Controls

F. Carrier Controls

G. Owner Approved Equal

2.02 SYSTEM REQUIREMENTS

A. Provide control systems consisting of thermostats, control valves, operators, indicating devices, interface equipment, web Server, web user interface, BACnet controllers and other apparatus required to operate mechanical system and to perform functions specified.

B. Provide materials and fieldwork necessary to connect control components factory supplied as part of equipment controlled, unless specified otherwise.

C. Provide software and graphics as required for monitoring and adjustment of all new temperature control devices and at existing equipment presently controlled through building automation system.

D. System monitoring, alarm and adjustment shall be available to owner through their personnel computers, tablets and smart devices that are equipped with browser (onsite and remote).

E. Unless specified otherwise, provide fully proportional components.

F. All work shall be installed by mechanics directly employed by this manufacturer who shall be responsible for the proper installation and operation of the control equipment.

2.03 WIRING

A. All low voltage wire shall be plenum rated thermostat wire clipped neatly in place. All line voltage wiring to be run concealed in thin wall conduit. Line voltage in conduit wiring must comply with the electrical code requirements. The Control Contractor shall install all electric wiring required for the control system.

2.04 WARRANTY

A. Provide all services, materials and equipment necessary for the successful operation of the entire BAS system for a period of one year after final acceptance of the system.

B. Provide adjustment, required testing, and repair of the system including all computer software & graphics, transmission equipment and all sensors and control devices.

2.05 DAMPER OPERATORS

A. All damper operators shall be furnished and installed by the automatic temperature control contractor. Provide operator as recommended by the unit manufacturer. All damper operators are to be either fully proportional or two-position as required.

2.06 VALVES

A. All control valves shall be constructed with cast-brass bodies and stainless steel stems. All valves 2-1/2" and over are to be the flange type, valves 2" and smaller can be either screwed or union connections as required. All valves for this control system shall be suitable for the medium being controlled.

B. Where valves are operated in sequence with other valves or dampers, they are to be equipped with adjustable ranges for both throttling range and starting point. All control valves shall be furnished by the automatic temperature control subcontractor but shall be installed by the Heating, Ventilating and Air Conditioning Contractor.

C. Water valves shall be sized for a pressure drop equal to the coil they serve but not to exceed 3 psi. Valves shall have replaceable seats and discs.

2.07 GAUGES

A. Provide and install air pressure gauges where required, to indicate at all times the position of the equipment to be controlled. The gauges shall be furnished in each line connection for all duct and insertion thermostats. The gauge faces shall be marked with the range of the units being controlled.

2.08 THERMOSTATS, SENSORS AND CONTROLLERS

A. Sensors and thermostats must be BACnet compatible and offer remote access for monitoring and adjustment from anywhere, using PC's, tablets and mobile devices.

2.09 BUILDING PRESSURIZATION UPGRADE TO EXISTING SYSTEMS

A. Provide Control devices and programming as required for automatic control of building pressurization.

1. Provide Building Level Controller (shared with associated AHU-1 & REF-1 VFD's).

2. Provide Modulating RA and OA damper operators.

3. Provide Building static pressure sensors.

B. Control Sequence

1. The control shall function so that the exhaust air damper modulates open and the unit fan motor starts at minimum speed whenever the building static pressure rises above setpoint.

2. The DDC control program shall modulate the existing variable frequency drives serving AHU-1 and REF-1 as required to maintain building static pressure setpoint. (+0.03" w.c., adj.)

3. On a drop in building static pressure below setpoint the fan shall modulate and the exhaust air damper shall close. Provide a deadband to prevent frequent cycling of the fan.

4. Provide delayed action control logic and sensors in sufficient quantity to maintain consistent building pressure and limit excessive modulation of the fan.

PART 3 EXECUTION

3.01 INSTALLATION

A. Check and verify location of thermostats and other exposed control sensors with plans and room details before installation. Locate thermostats 48" above floor or in accordance with ADA height requirements.

B. At completion of the control system installation, the Temperature Control Contractor shall provide (4) hours of onsite instruction to the owner's operating personnel.

C. The Temperature Control Contractor shall provide the services of a Temperature Control Technician to be on the job site and work with the Heating Contractor to start and set-up the BAS/DDC extension to all replacement equipment.

D. Provide for complete service of controls system, including callbacks, for one (1) year running concurrent with connection period.

END OF SECTION

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
QUALITY CONTROL SYSTEMS, INC.

REGARDING AUTOMATIC TEMPERATURE CONTROLS AT MEAD PUBLIC LIBRARY

This Agreement ("Agreement") is made and entered into effective this 24 day of July, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Quality Control Systems, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City desires to have a new digital building automation system installed at Mead Public Library; and

WHEREAS, Contractor is willing and able to provide the City with the necessary goods and services to successfully install such a system, under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
Contractor shall provide all services, materials, labor, and tools necessary to accomplish the Automatic Temperature Controls Upgrade at Mead Public Library (the "Services") as set forth in the Scope Document prepared by Muermann Engineering, which is attached to this Agreement as Exhibit A, including—if desired by the Library Director and funding is available—Alternate No. 1, Alternate No. 2, Alternate No. 3, and Alternate No. 4. This includes all work shown or reasonably inferred from the Scope Document.

All Services shall be supervised by a competent foreman, superintendent, or other representative, who is satisfactory to the City and who has authority to act for Contract.r

Contractor shall be responsible for any required cutting necessary in order to accomplish the Services. Contractor shall make all required repairs as a result of that cutting, which shall be done to the satisfaction of the Engineer. In no case shall Contractor cut into any major structural element, beam, or column without the written approval of the Engineer.

Article 2. Responsibilities of Contractor
In addition to completing the Scope of Services as described in Article 1, Contractor shall be responsible for the following:

1. Contractor shall obtain all applicable City permits and licenses, and pay all applicable City fees prior to beginning work. Contractor shall also ensure any permitted sub-contractor has obtained any and all applicable City permits and licenses, and paid all applicable City fees.
2. At all times, Contractor shall conduct its work as to ensure the least possible obstruction to traffic and the least possible inconvenience to the general public and to the City's employees.
3. Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work, and the property at all times, including all times when no work is being done.
4. Contractor shall, at all times, keep the site of the work free from accumulation of waste material or rubbish caused by the Services. At the completion of the work, Contractor shall remove all rubbish from and about the work and all tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor.
5. Contractor shall confine his equipment, apparatus, the storage of materials and operations to limits indicated by the law, ordinances, permit, or directions of the City, and shall not encumber the premises with his materials. Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
6. Contractor shall observe and enforce the City's instructions regarding signs, advertisements, fires, and smoke.
7. Contractor shall inform the City if they suspect any materials affected or impacted in any way by the Services contain asbestos. No further activity on that material should occur until it has been determined through proper testing whether the material contains asbestos and appropriate steps are taken if asbestos is present. Any disturbance (including an accidental disturbance) of materials already identified as containing asbestos on the part of Contractor or approved subcontractor must be reported to the City immediately.
8. Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 3. Standard of Care

Contractor 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 shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance.

Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be responsible to repair any damage incurred during the Services.

The materials installed as a result of this Agreement shall be fully warranted against defects—including defects due to faulty materials, equipment or workmanship—by the Contractor for one (1) year from date of final acceptance, regardless of whether the work was performed by Contractor or an approved subcontractor. Upon receipt of notice of defect from the City, the Contractor shall promptly correct or replace any and all materials or workmanship found to be defective. All manufacturer's warranties shall also apply and be honored by Contractor.

Article 4. Responsibilities of the City

The City designates Garrett Erickson or his designee as its designated project manager for purposes of this Agreement. Muermann Engineering is designated as the Engineer for purposes of this Agreement.

All work under this Agreement will be regularly viewed by the City's representatives. City's representatives will regularly visit the site of the project and observe the work for conformity with the Agreement, and will immediately report any lack of conformity to the Engineer. Questions of interpretation of the documents will also be referred to the Engineer.

The City's representatives shall have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon a procedure.

If Contractor neglects to prosecute the work to be performed under this Agreement, or fails to perform any provision of this Agreement, the City may, after three days' written notice to the Contractor—without prejudice to any other remedy he may have—make good such deficiencies and may deduct the cost therefrom the payment due the Contractor.

The City's project manager may, to the extent authorized by the Common Council, without invalidating this Agreement, order changes in the Services consisting of additions, deletions, or modifications. The contract sum and the contract time shall be adjusted accordingly by mutual agreement before executing the work involved. All such changes in the work shall be authorized by written Change Order signed by the City's project manager.

Article 5. Compensation

The City shall pay Contractor for all fees and expenses an amount not to exceed One Hundred Eighty Thousand Seven Hundred Thirty Dollars ($180,730). This shall not exceed:

> Thirty Four Thousand Three Hundred Fifty Dollars ($34,350) for all goods and services within the "Base Bid", as set forth in Exhibit A.
>
> Thirty Nine Thousand Eight Hundred Seventy Dollars ($39,870) for all goods and services within "Alternate #1", as set forth in Exhibit A.
>
> Thirty Five Thousand Five Hundred Sixty Dollars ($35,560) for all goods and services within "Alternate #2", as set forth in Exhibit A.

Thirty Six Thousand Eight Hundred Dollars ($36,800) for all goods and services within "Alternate #3", as set forth in Exhibit A.

Thirty Four Thousand One Hundred Fifty Dollars ($34,150) for all goods and services within "Alternate #4", as set forth in Exhibit A.

Contractor may submit periodically, but not more than once each month, a Request for Payment of work done on the site. The Contractor shall furnish the Engineer all reasonable documentation required for obtaining the necessary information relative to the progress and execution of the work to validate the information contained in the Request for Payment. No payment will be made for materials stored at the job site.

Ten percent of each Request for Payment shall be retained until final completion and acceptance of the work and the City is satisfied that all subcontractors, material suppliers and employees of Contractor have been paid in full.

Unless additional services are added to the Services, pursuant to the process set forth in this Agreement, in no event shall the invoiced amount exceed the not to exceed amount.

The Request for Payment shall be sent to:

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

Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, in additional to the retained percentage, such an amount as may be necessary to protect itself from a loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work
- For defective work not remedied
- For failure of the contractor to make proper payments to the approved subcontractors
- Reasonable doubt that this Agreement can be completed for the balance then unpaid
- Evidence of damage to another Contractor
- Liquidated damages due to failure to meet contract completion dates.

The City will disburse, and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to

payment therefrom. The City will render to Contractor a proper accounting of all such facilities disbursed on behalf of Contractor.

The City may, if it deems expedient, accept work damaged or not done in accordance with the Agreement. In such event, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the City prior to receiving payment. Contractor shall provide the City with a complete release of all liens arising out of this Agreement before the retainage percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens, including all costs and reasonable attorneys fees.

Article 6. 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.

Article 7. Performance and Payment Bond
Contractor shall, within ten (10) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 8. Schedule
The City shall issue a Notice to Proceed after this Contract has been fully executed. At that point, the City's Project Manager shall work with Consultant to determine a schedule that is mutually acceptable.

Once work commences on a phase, work will be performed Monday through Friday on a continuous basis until completion. Work outside the regular work week will only be allowed with prior due notice and approval from the City's Project Manager.

The Parties recognize that one or more of the Alternates set forth in the Bids may occur in future years. All Services shall be complete by December 31, 2022, or upon such earlier date as the City's Project Manager and Contractor agree.

Final Acceptance shall occur when the City's Project Manager or designee is satisfied that the Services, including any necessary punch list items, have been fully completed.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 9. Liquidated Damages

In the event the Contractor fails to complete the Services pursuant to the Schedule set forth as a result of Agreement, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day that the work remains uncompleted, One Hundred Dollars ($100.00).

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public.

Permitting the contractor to continue and finish the Services or any portion of the Services after the time set forth in the Schedule shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 10. Quality of Materials

All materials used by Contractor shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

Article 11. Safety Requirements

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 12. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 13. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

If the City fails to make payment for a period of thirty (30) days after such payment is due, Contractor may—upon seven (7) days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

Article 14. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 15. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-contractor, and the City reserves the right to request that acceptable replacement personnel be assigned to the project. Contractor agrees to be fully responsible to the City for the acts or omissions of any approved sub-contractor. Nothing contained in the Agreement shall create any contractual relationship between an approved sub-contractor and the City.

Article 16. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 17. Indemnification

Contractor shall indemnify, defend, and hold the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall further indemnify, defend, and hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said

contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 18. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance that covers operations, contractor's protective insurance, products coverage and completed operations, contractual coverage, underground coverage, blasting, explosion, and collapse, all with a policy limit of at least:

1. Bodily Injury: $1,000,000 per person, $2,000,000 in the aggregate
2. Property Damage: $500,000 per occurrence, $500,000 in the aggregate

c. Comprehensive Automobile Liability and Property Damage Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles, with a policy limit of at least:

1. Bodily Injury: $1,000,000 per person, $1,000,000 per occurrence
2. Property Damage: $1,000,000 per occurrence

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor 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.

Article 19. Conflict of Interest
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 20. Waiver
No failure of either party to enforce a term of this Agreement 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 Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 21. Severability
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement 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 Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 22. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 23. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 24. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 25. Non-Discrimination
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 26. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

Contractor shall also comply with all applicable building codes (including the ICC Codes, National Electric Code, Wisconsin Administrative Code, and National Fire Code) and industry standards (including the American Institute of Electrical Engineers, American National Standards Institute, American Society of Heating, Refrigeration and Air Conditioning Engineers, American Society of Mechanical Engineers, American Society of Testing Materials, Insulated Power Cable Engineers Association, National Bureau of Standards, National Electrical Manufacturers Association, National Fire Protection Association, Occupational Safety and Health Act, Underwriters Laboratories, Manufacturers Standardization Society, American Institute of Steel Construction, American Welding Society, and Sheet Metal and Air Conditioning Contractors National Association).

Should Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, Contractor shall bear all costs arising in correcting the deficiencies.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor 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.

Article 27. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: Contractor:

City Clerk		Quality Control Services, Inc.
City of Sheboygan		606 S. Hickory St.
828 Center Ave.		Fond Du Lac, WI 54935
Sheboygan, Wisconsin 53081		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 28. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 29. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 30. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, and the Request for Bids represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 31. Non-Collusion
Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its bid, as incorporated into Article 5, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.

b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder to any other bidder or competitor prior to the bid opening.

c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

Article 32. Amendment
This Agreement may be modified only by a written amendment signed by both parties hereto. This provision shall not prohibit the City's Project Manager from approving changes in the scope of work, as authorized by the Common Council.

For the avoidance of doubt, in cases where an amendment is proposed by the Contractor and the City considers the proposal so submitted to be so excessive or unreasonable for the changes or added work contemplated, the City reserves the right to request a proposal for the same proposed work from other Contractors. The City reserves the right to make an award of such work to another contractor. In such event, Contractor agrees to fully cooperate with such other Contractor, and shall

not commit or permit any act which will interfere with the performance of work by the other Contractor.

Article 33. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

e. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

f. Loss or Damage to Contractors Equipment or Materials. Under no circumstances shall the City be liable for any loss or damage to Contractor's equipment or materials from any cause whatsoever.

g. Definition of Words. In interpreting the Agreement and its Attachments, words describing materials which have a well-known technical or trade meaning shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade, unless otherwise specifically defined in the Agreement or its Attachments.

h. Compliance with the Instructions to Bidders. Contractor represents and warrants that it has complied with the Instructions to Bidders in the Request for Bids regarding the Services (Bid #1962-19), which is incorporated by reference.

i. Fire Protection. Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

j. Discrepancies. In the case of a discrepancy within this Agreement and its Attachments, or between building codes, specifications, state laws, local ordinances, industry standards, utility company regulations, and the Agreement and its Attachments, the most stringent shall govern. Contractor shall promptly notify the City in writing of any such difference.

k. Patents. Contractor shall be responsible for any royalties and license fees associated with Contracator's completion of the Services.

l. Sanitary Facilities. The Contractor shall have access to the use of sanitary facilities available to the general public.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: 8-9-19

CONTRACTOR

BY: _____

ATTEST: Deborah A. Kohlmann

DATE: 7/24/19

IX

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. July 15, 2019.

Your Committee to whom was referred Gen. Ord. No. 4-19-20 by Alderpersons Wolf and Sorenson creating a no parking, stopping, or standing zone on the east side of North Point Drive between North Point Court and Barrett Street; recommends adopting the Ordinance.

Reg

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

6.1

Gen. Ord. No. 4 - 19 - 20. By Alderpersons Wolf and Sorenson. June 17, 2019.

AN ORDINANCE creating a no parking, stopping, or standing zone on the east side of North Point Drive between North Point Court and Barrett Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of North Point Drive, from the west edge of pavement of North Point Court to the east Right-of-Way Line of Barrett Street, is hereby added to the list of locations where no parking, stopping, or standing is permitted.

Section 2. 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. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Public Works Adopt.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Gen. Ord. No. ____ - 19 - 20. By Alderpersons Sorenson, Ackley, Donohue, Felde and Savaglio. July 15, 2019.

AN ORDINANCE creating section 70-86 of the Municipal Code, entitled "Conversion Therapy Prohibited," regulating the practice of conversion therapy with regard to minors.

WHEREAS, The City of Sheboygan is a welcoming community to all people, and does not accept bigotry and hate; and

WHEREAS, contemporary science recognizes that being lesbian, gay, bisexual or transgender is part of the natural spectrum of human identity and is not a disease, disorder, or illness; and

WHEREAS, "conversion therapy," also known as reparative therapy, is defined as any practices or treatments offered or rendered to consumers for a fee, including psychological counseling, that seeks to change a person's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender; and

WHEREAS, conversion therapy does not include counseling that provides assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual-orientation neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change an individual's sexual orientation or gender identity; and

WHEREAS, conversion therapy has been rejected by every mainstream medical and mental health organization, including the American Psychological Association, American Psychiatric Association, American Medical Association, American Academy of Pediatrics, American Academy of Child and Adolescent Psychiatry, American Counselor Association, American School Health Association, National Association of Social Workers and the Pan American Health Organization; and

WHEREAS, it is well documented that the prevailing opinion of the medical and psychological community is that conversion therapy has not been shown to be effective and that it creates a potential risk of serious harm to those who experience it, including depression, anxiety, substance abuse, homelessness, and suicidality; and

WHEREAS, in 2015 the White House Office of Communications released a document critical of conversion therapy titled "Why Conversion Therapy

AHPS

Hurts All of Us"; and

WHEREAS, data from the State of Wisconsin Youth Risk Behavior Survey (YRBS) done in 2017 indicates that 41% of youth surveyed that are LGBT have considered suicide vs. 16.4% overall, 1 in 2 LGBT students reports depression vs. 27% overall, and 67% of LGBT students report anxiety vs. 40% overall; and

WHEREAS, the Therapeutic Fraud Prevention Act, which bans conversion therapy nationwide, has been introduced in the 114th United States Congress and the 115th United States Congress, while 16 states and more than 50 counties, municipalities and communities, including Madison, Milwaukee, Eau Claire, and Cudahy in Wisconsin, have passed legislation making the practice of conversion therapy for minors illegal, with fourteen additional states proposing similar legislation which is pending; and

WHEREAS, in the 2018 Wisconsin legislative session, Assembly Bills 349 and 261 seeking to prohibit mental health providers from engaging in conversion therapy of minors in Wisconsin were introduced. However, neither of these bills made it out of committee. In the current legislative session, such a ban has been introduced via Senate Bill 107 and Assembly Bill 111, co-sponsored by, among others, Rep. Josh Vorpagel, who represents portions of the northern part of the City of Sheboygan in the Assembly. It appears likely, however, that the bill will not be passed in this session, and conversion therapy will remain unregulated by the State of Wisconsin; and

WHEREAS, this ordinance is adopted to promote the health, safety and welfare of the people of the City of Sheboygan, especially the physical and psychological well-being of minors, including lesbian, gay, bisexual and transgender youth, and to protect them against the exposure to serious harms caused by conversion therapy.

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

Section 1. Section 70-86 of the Municipal Code is hereby created to read as follows:

"Sec. 70-86. *Conversion Therapy Prohibited.*

(a) Definitions.

(1) "Conversion therapy" means any practices or treatments offered or rendered to consumers for a fee, including psychological counseling, that seeks to change a person's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual attractions or romantic attractions or feelings towards individuals of the same gender. "Conversion therapy" does not include counseling that provides assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual-orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change an individual's sexual orientation or gender identity.

(2) "Person" means any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association, or other entity or business organization.

(b) It is unlawful for any person to practice conversion therapy with anyone under 18 years of age.

(c) Any person practicing "conversion therapy" as defined herein within the City of Sheboygan shall be referred to the State of Wisconsin Department of Safety and Professional Services, which regulates therapy services and professional counseling."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____	_____
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20___.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

AN ORDINANCE placing a stop sign at the southwest corner of Stahl Road and County Trunk Highway OK.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound traffic to stop on Stahl Road at the intersection of Stahl Road and County Trunk Highway OK.

Section 2. 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. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

Public Works

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

AN ORDINANCE placing a four way stop sign at the intersection of Stahl Road and South Taylor Drive.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring all traffic to stop at the intersection of Stahl Road and South Taylor Drive.

Section 2. 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. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

Public Works

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

AN ORDINANCE creating a no parking zone on the east side of North 6th Street from the south curb line of New York Avenue to 90' south of the south curb line of New York Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of North 6th Street from the south curb line of New York Avenue to 90' south of the south curb line of New York Avenue is hereby added to the list of locations where parking is not permitted.

Section 2. 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. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

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Public Works

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. July 15, 2019.

AN ORDINANCE creating a no parking zone on the west side of S. 18th Street south of Fox Hill Road.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of S. 18th Street from 315 feet south of the south curb line of Fox Hill Road to 465 feet south of the south curb line of Fox Hill Road is hereby added to the list of locations where parking is not permitted.

Section 2. 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. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

Public Works

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

AN ORDINANCE placing a stop sign at the southwest corner of SouthPointe Drive and County Trunk Highway OK.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound traffic on SouthPointe Drive to stop at the intersection of SouthPointe Drive and County Trunk Highway OK.

Section 2. 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. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

Public Works

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

AN ORDINANCE placing a stop sign at the southwest corner of Horizon Drive and County Trunk Highway OK.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound traffic on Horizon Drive to stop at the intersection of Horizon Drive and County Trunk Highway OK.

Section 2. 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. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

Public Works

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Gen. Ord. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

AN ORDINANCE placing a stop sign at the northeast corner of Horizon Drive and South Taylor Drive.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring westbound traffic on Horizon Drive to stop at the intersection of Horizon Drive and South Taylor Drive.

Section 2. 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. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

Public Works

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

OTHER MATTERS

Res. No. 55 - 19 - 20. By Alderpersons Donohue and Bohren. July 15, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract regarding the bulkhead line survey of the Sheboygan River and Lake Michigan shoreline.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Terra Tec Engineering, LLC, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds from the TID #12 Capital Projects Fund-Contracted Services (42261100-521900) in payment of same.

_____

_____

Finance + Personnel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

TERRATEC ENGINEERING, LLC.

W67 N222 Evergreen Blvd., Suite 205
Cedarburg, Wisconsin 53012
Tel.: 262.377.9905
Fax: 262.375.1958

July 11, 2019

Mr. Chad Pelishek, Director
City of Sheboygan Planning and Development
828 Center Avenue
Sheboygan, WI 53081

Re: Bulkhead Survey – Sheboygan River and Lake Michigan Shoreline
Sheboygan, Wisconsin
TerraTec File No. P1906009

Dear Mr. Pelishek:

As requested, TerraTec Engineering, LLC. (TerraTec) is pleased to submit this proposal for surveying services for the above project. The following paragraphs describe the work scope, estimated project fees and proposal agreement.

PROJECT DESCRIPTION

Based on our meeting on June 18, 2019, TerraTec understands that the City of Sheboygan (City) is trying to re-establish the shoreland bulkhead location along the north side of the Sheboygan River from the west property line of Rotary Park to the Coast Guard Station and then north along the east side of Broughton Drive from Pennsylvania Avenue to the cross walk at North Point Park that connects to the west side access to north Point Drive (approximately 1.25 miles in length). The City intends to submit mapping and a legal description of this location to the Wisconsin Department of Natural Resources (WDNR) to re-establish an agreement of the bulkhead location.

SCOPE OF SERVICES

TerraTec anticipates performing the following tasks which are described in the paragraphs below:

- Task 1 – Topographic Survey
- Task 2 – Alignment Description and Exhibits

Task 1 – Topographic Survey

TerraTec will perform the following activities:

- Establish control tied to Public Land Survey corners in Wisconsin Coordinate Reference System (WisCRS) in Sheboygan County.
- Survey the northside of the boardwalk on the north side of the Sheboygan River from the west property line of Rotary Park to the Coast Guard Station.
- Survey the westside of the sidewalk from the boardwalk north to Pennsylvania Avenue.

- Survey the eastside of the northbound sidewalk on Broughton Drive from Pennsylvania Avenue to the crosswalk at the southside of North Point Park leading to the access to North Point Drive.
- Attend one meeting with the City to establish the desired offset distance to be used for the bulkhead line paralleling Broughton Drive.
- Establish an alignment at this offset distance to be used for the bulkhead description.

Task 2 – Alignment Description and Exhibits

TerraTec proposes to prepare a map depicting the re-established bulkhead alignment and a description of said alignment. Activities will include:

- Prepare 11x17-inch exhibits of the re-established bulkhead location at a 1" = 100' scale. These exhibits will incorporate the GIS orthographic mapping and approximate property lines provided by the City of Sheboygan. It is estimated the exhibits will require 4 sheets.
- Provide a description of the new bulkhead alignment location.
- Provide electronic and hardcopies of files associated with the exhibits and alignment description.

GENERAL PROJECT UNDERSTANDING

1. This proposal does not include wetland delineations/services, environmental, site design, geotechnical engineering, pavement design, architectural, electrical, structural, construction services, meetings or permit/application fees. These services can be provided for additional fees, if requested.
2. It is our understanding that the Owner/Client will submit all regulatory permit fees including those to the City/WDNR/State, etc.
3. All submittals are final. Any requested modifications will be performed on a time and material basis.
4. TerraTec cannot guarantee approvals of any applications.
5. Any modifications required due to revisions to the Concept Plan once TerraTec has been authorized to proceed will be performed on a time and material basis. Also, any revisions of submitted documents will be performed as requested by either the Client or a regulatory office on a time and material basis.
6. Invoices shall be submitted monthly or at the end of project completion, whichever occurs first. No work outside of the scope of services described above, shall be performed or charges invoiced, without prior Client authorization at an agreed upon unit price.
7. TerraTec will not warrant the accuracy or completeness of any survey mapping provided to TerraTec by other parties.
8. This proposal does not include the preparation of a property boundary survey or Certified Survey Map, nor does it include permit or application fees. These services can be provided for additional fees, if requested.
9. The map will be prepared in accordance with the drafting and design standards established by TerraTec in AutoCAD, which reflect common engineering practice.
10. Production and coordination of additional copies, electronic files or other requests for information above that detailed herein are considered a direct reimbursable in excess of the contract maximum and will be invoiced in accordance with the fee schedule.
11. TerraTec takes no responsibility and will not certify for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items of which no evidence can be found on the surface by a reasonable inspection. TerraTec will not enter any buildings or utility structures on or off the site.
12. Utility locations are not included in this scope of work.
13. No topographic features are included in this survey other that the back of boardwalk and back of sidewalk.

14. Ownership and Use of Documents
    - All survey drawings and maps are physical depictions of part of the service provided. Said drawings, maps and field notes are and shall remain the property of the Land Surveyor.
    - The client may use the copies solely for the purpose for which the survey map was prepared as stated herein.
    - The parties hereto acknowledge that the Land Surveyor is the author of the survey drawings under United States Copyright Law, 17 U.S.C. ss 101 et seq., and thereby retains sole ownership of the copyright of the drawing. In recognition of the Land Surveyor's claim to the copyright, the client shall not copy, reproduce, or adapt the survey drawings or engage in any other activity, which would violate the copyright therein without the Land Surveyor's consent.
    - Nothing in this Section 14, or anywhere else in this Agreement, is intended to be inconsistent with Client's obligations under the Wisconsin Public Records Law.

ESTIMATED PROJECT FEES AND SCHEDULE

TerraTec proposes to perform this work on a **lump sum basis of $7,500**. Additional tasks will be billed on a time and material basis upon your written request. These services will be performed upon your acceptance of this proposal and as described in the above paragraphs. This lump sum fee will be effective if this proposal is accepted by **City of Sheboygan** within 30 days of the date of this proposal.

PROPOSAL AGREEMENT

TerraTec Engineering, LLC. proposes to perform this work under the attached General Services. Please indicate your acceptance of this proposal by having an authorized representative of your firm execute one copy and return it to TerraTec's office. If we are given a verbal notification to proceed, it will be mutually understood that both parties will be contractually bound by the proposal and General Terms and Conditions.

CLOSING

We appreciate this opportunity to assist you with this project. If you have any questions regarding this proposal or if you need additional assistance, please contact us.

Sincerely,

TERRATEC ENGINEERING, LLC.

Timothy J. Moyer, P.E.
Principal

ACCEPTED BY:

SIGNATURE:_____

TITLE:_____

FIRM:_____

DATE:_____

© TerraTec Engineering, LLC., July 2019

TERRATEC ENGINEERING LLC.
GENERAL TERMS AND CONDITIONS#

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1. SCOPE OF SERVICES.

(a) The scope of services, project schedule, and associated cost estimate included in the attached proposal are based on the information made available to TerraTec Engineering by the Client. If this information is incomplete/inaccurate or if site conditions are materially different from those indicated by the Client, a written amendment to this Agreement equitably adjusting the scope of services, costs or schedule shall be executed by the Client and TerraTec Engineering. TerraTec Engineering may suspend performance of its services until the Amendment has been executed. If the Amendment is not agreed to within a reasonable time as deemed by TerraTec Engineering, TerraTec Engineering may terminate this Agreement. In the event of Agreement termination, the Client shall pay TerraTec Engineering for all services performed prior to termination and termination expenses set forth in these General Terms and Conditions.

2. BILLINGS AND PAYMENTS.

(a) Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. TerraTec Engineering shall submit invoices for services performed and expenses incurred that have not been previously billed. Invoices shall be submitted not more frequently than monthly. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, the Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement. Any collection costs incurred by TerraTec to collect overdue sums from the Client shall immediately become due and payable to TerraTec from the Client.

(b) The Client's obligation to pay for the services performed by TerraTec Engineering under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deductions shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to TerraTec Engineering. Client further agrees to pay TerraTec Engineering any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration or other dispute resolution costs and all court costs.

(c) If any subpoena or court order is served upon TerraTec and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of TerraTec Engineering staff, subconsultants, or subcontractors at a trial, deposition, or for other discovery purposes arising out of TerraTec Engineering services performed under this Agreement, Client will pay TerraTec Engineering's fees (if any) applicable to TerraTec Engineering's compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at the time of service upon TerraTec Engineering of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial. This provision shall not apply if TerraTec is a named party to a lawsuit as a result of its work performed under this Agreement.

3. STANDARD OF CARE.

(a) TerraTec Engineering will strive to perform its services under this Agreement in conformance with the care and skill ordinarily exercised by members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.

(b) No other warranty of any kind, expressed or implied, at common law or created by statute, is extended, made, or intended by the rendition of consulting services or by furnishing oral or written reports of the findings made.
(c) If TerraTec Engineering breaches the standard of care, TerraTec Engineering shall be given an opportunity to correct any Services at no additional charge to Client.

4. Allocation of Risk.

(a) Client shall indemnify and hold TerraTec Engineering, its members, managers, officers, agents, and employees harmless from and against any and all liabilities, losses, damages, costs, attorney fees, defense fees, and expenses which TerraTec Engineering, its directors, officers, and employees may hereafter suffer in connection with any claim, action, or right of action because of any injury or damage to person or property which arises out of of the sole negligence or willful misconduct by Client or its directors, officers or employees, agents or invitees.
(b) TerraTec Engineering shall indemnify, defend, and hold Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses caused by reason of any act, omission, fault, or negligence of TerraTec Engineering or of anyone acting under its direction or control or on its behalf.
(c) Consequential damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor TerraTec shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that wither party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

5. Termination of Services.

(a) This Agreement may be terminated by either party upon at least seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
(b) TerraTec Engineering may suspend performance of Services by giving Client five (5) days prior written notice hereof, if:
    (i) Client is in default of its payment obligations under Paragraph 2; or
    (ii) Force Majeure, as set forth in Paragraph 7 hereof, causes an uninterrupted continual delay of thirty (30) days or more or
    (iii) Suspension of the Project or TerraTec's services by the Client for more than 90 calendar days, consecutive or in the aggregate.
(c) TerraTec shall have no liability, and the Client agrees to make no claim for any delay or damage as a result of suspension/termination caused by any breach of this Agreement by the Client.
(d) In the event of any termination/suspension, the Client shall pay TerraTec, in addition to payment for services rendered and reimbursable costs incurred, for all expenses incurred by TerraTec in connection with the termination of this Agreement including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6. TERRATEC ENGINEERING AS INDEPENDENT CONTRACTOR. TerraTec Engineering, in performing the Services, shall be deemed an independent contractor and not an agent or employee of Client.

7. FORCE MAJEURE. No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and by which said party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, Acts of God or the public enemy, acts of terrorism, expropriation or confiscation of facilities, material changes in applicable law, war, legal disputes, rebellion, sabotage or riots, floods, unusually severe weather, fires, explosions, or other catastrophes. Unless such Force Majeure substantially frustrates performance of this Agreement, it shall not operate to excuse, but only to delay performance hereunder.

8. ASSIGNMENT OF AGREEMENT. Neither party shall assign this Agreement or any part hereof without the prior written consent of the other party. Any assignment not made in accordance with this Agreement shall be void.

9. SUBCONTRACTS. TerraTec Engineering may subcontract any part of the Services with the prior written approval of Client. This approval may be provided by Client's Director of Planning & Development. Client reserves the right to reject any of TerraTec's personnel or proposed subcontractors, and to request that acceptable personnel be assigned to the project.

10. SURVIVAL OF OBLIGATIONS. Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

11. ENTIRE AGREEMENT. This Agreement including the attached proposal constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and TerraTec Engineering.

12. WRITTEN NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, delivered by private express service provider, if delivered in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

13. GOVERNING LAW.

(a) This Agreement shall be governed by the law of the State of Wisconsin.

14. SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

15. PROJECT REPRESENTATIVE. Individuals who signed the attached proposal are the agents for receiving and giving notices unless otherwise specified in writing to the other party.

16. PERMITS, LICENSES AND ACCESS AGREEMENTS. Client shall cooperate with TerraTec Engineering in obtaining any permits or licenses required for the performance of the Services. Client shall obtain access agreements when necessary for the performance of services. Client shall pay all costs and fees necessary for such permits, licenses and access agreements.

17. ACCESS TO SITE AND INFORMATION.

In order that TerraTec Engineering may perform the Services, Client represents, warrants, and covenants that:

(a) Client shall provide right-of-access to the site to TerraTec Engineering, its employees, agents and contractors, to conduct the planned field observations or services.
(b) Prior to the execution and delivery of this Agreement, Client has supplied to TerraTec Engineering all information and documents in its possession, custody, or control known to the Client and material to the Site and necessary for the performance of the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks, utilities, and telephone cables.
(c) TerraTec Engineering may use such information, requirements, reports, data, surveys and instructions provided by others in performing its services and is entitled to rely upon the accuracy and completeness thereof. TerraTec Engineering shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
(d) During the term of this contract:
    (i) TerraTec Engineering will have complete access to the Site and any facilities located thereon required to perform the services.
    (ii) Client shall continue to supply to TerraTec Engineering all material information and documents in its possession, custody or control known to the Client and material to the Site and the Services.
    (iii) Client will give prompt notice to TerraTec Engineering whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.
    (iv) TerraTec Engineering has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. For an additional fee, TerraTec Engineering will to the extent reasonably practicable restore the site to conditions substantially similar to those existing prior to TerraTec Engineering's operations at the request of Client.
    (v) TerraTec Engineering shall not be liable for damage or injury to any subterranean structures (including, but not limited to, pipes, tanks and telephone cables) or any existing subterranean conditions—or the consequences of such damage or inquiry—unless the damage or injury was the result of the negligence of TerraTec Engineering or an agent of TerraTec Engineering or was the result of TerraTec Engineering breaching the standard of care set forth in Section 3 of this Agreement.

18. SAFETY.

(a) TerraTec Engineering is responsible solely for the safe performance by TerraTec Engineering field personnel of their activities in performance of the scope of services. It is expressly agreed that TerraTec Engineering's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project site nor is TerraTec Engineering to review the adequacy of job safety on the Project site.

(b) TerraTec Engineering has neither been assigned nor assumed the authority required of the "competent person" under OSHA 29 CFR Part 1926. TerraTec Engineering does not provide, and has not assumed, any duties of inspection/monitoring of excavations required of the "competent person" under OSHA 29 CFR Part 1926.

19. CHANGED CONDITIONS.

(a) If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to TerraTec are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, TerraTec may call for renegotiation of appropriate portions of this Agreement. TerraTec shall notify the Client of the changed conditions necessitating renegotiation, and TerraTec and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot agree to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

20. THIRD-PARTY BENEFICIARIES.

(a) Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

21. REPORTS AND OWNERSHIP OF DOCUMENTS.

(a) All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by TerraTec as instruments of service shall remain the property of TerraTec. TerraTec shall retain all common law, statutory, and other reserved rights, including the copyright thereto.
(b) Client agrees that all plans/reports or other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits or licensing.
(c) Electronic Files – The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of TerraTec. The Client agrees to indemnify and hold harmless TerraTec, its officers, employees and subconsultants against all damages, liabilities or costs, including attorneys' fees and defense costs, arising from any changes made by anyone other than TerraTec from any reuse of the electronic files. In no event shall TerraTec be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

22. DISPUTE RESOLUTION.

(a) All claims, disputes, controversies arising out of this Agreement or any breach thereof shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either

party to this Agreement for mediation of any dispute, Client and TerraTec Engineering shall select by mutual agreement a neutral mediator. The selection shall be made within fifteen (15) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and TerraTec Engineering within fifteen (15) days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

(b) If a dispute cannot be settled through mediation, venue of any dispute arising under this Agreement shall be in Sheboygan County Circuit Court.

III

OTHER MATTERS

Res. No. 56 - 19 - 20. By Alderpersons Donohue and Bohren. July 15, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract regarding surveying services for the proposed Union Pacific Trail.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Terra Tec Engineering, LLC, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds from the TID #17 Fund (42761100-611100) in payment of same.

_____

_____

Finance & Personnel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

TERRATEC ENGINEERING, LLC.

W67 N222 Evergreen Blvd., Suite 205
Cedarburg, Wisconsin 53012
Tel.: 262.377.9905
Fax: 262.375.1958

July 8, 2019

Mr. Chad Pelishek, Director
City of Sheboygan Planning and Development
828 Center Avenue
Sheboygan, WI 53081

Re: Plat of Survey with Topography Proposal
Sheboygan, Wisconsin
TerraTec File No. P1904010

Dear Mr. Pelishek:

As requested, TerraTec Engineering, LLC (TerraTec) is pleased to submit this proposal for surveying services for the above project. The following paragraphs describe the work scope, estimated project fees and proposal agreement.

PROJECT DESCRIPTION

Based on our meeting on April 30, 2019, TerraTec understands that the City of Sheboygan (Client) is pursuing the purchase of approximately 20.8 acres of property currently owned by the Union Pacific Railroad (UPRR). The limits of the purchase area were provided in our meeting in the UPRR Exhibit "A" entitled "Map CNW WI V-37 / 13 A-B & V-14 / 12 B" dated June 22, 2018. Upon review of the purchase area extent, TerraTec notified you that a portion of this area had been purchased by the City during a previous highway project. The extent of this prior purchase is depicted in the Right-of-Way Plat for Broadway Avenue (WisDOT Project ID 4996-00-21) and the Right-of-Way Plat for South Business Drive (WisDOT Project ID 4010-11-21). Thus, reducing the area of purchase to approximately 19 acres.

The limits of the survey will be from the east right of way line to the west right of way line for the north-south corridor beginning at Union Avenue and Pennsylvania and from north right of way line to south right of way line for the east-west corridor of the Union Pacific Railroad property from the east right of way line of the north north/south corridor to South 10th street..

The project area is as follows:

- On the west side of South Business Drive from 25-feet south of Union Avenue to the railroad underpass of South Business Drive, approximately 500-feet south of Indiana Avenue.
- On the east side of South Business Drive from the underpass of South Business to Indiana Avenue.
- Along the west property line of Rockline Industries and Prigges' Bus Service from Indiana Avenue to the south roadway edge of Pennsylvania Avenue.
- 150-feet north of Indiana Avenue from the Union Pacific north-south corridor (near South 13th Street) east 1200-feet to South 10th Street.

SCOPE OF SERVICES

TerraTec anticipates performing the following tasks which are described in the paragraphs below:

- Task 1 – Topographic Survey
- Task 2 – Right-of-Way Plat

Task 1 – Topographic Survey

TerraTec will perform the following activities:

- Establish control and benchmarks for the project.
- Contact and coordinate field markings of existing utilities by "Digger's Hotline."
- Perform a field survey of the subject property including ground shots for contouring, edge of pavement, roadway centerline, utilities, structures, surface features, water edge, etc.
- Perform measure downs for sanitary manholes, storm manholes and catch basins located both up and down gradient of the site.
- Trees over 8-inch diameter will be located, wooded areas will be outlined.
- Develop a topographic map based on 1-foot contours.
- Prepare a map that will be placed on a 24" x 36" size sheet and shall contain a location map, legend, benchmarks and surface features measured in the field.

Task 2 – Plat of Survey

TerraTec proposes to prepare a Plat of Survey based on current Title Reports in accordance with Chapter A-E7 of the Wisconsin Code (Minimum Standards for Property Surveys in Wisconsin) of the subject area. Activities will include:

- Obtain Title Reports – Up to 15 separate Title Reports will be included. The Title Reports shall include the following:
  - ✓ Extend over and cover a minimum period of sixty (60) years or to the last conveyance of record if more than sixty (60) years and shall include a certificate to the Owner of all entries of record affecting the titles of the said properties or premises during such period.
  - ✓ Include a copy of the last deed of record shall be included as part of the title report along with copies of any referenced documents delineated in the last deed.
  - ✓ Identify all easements of record on purchased property.
  - ✓ Identify all liens, mortgages, and tax records.
  - ✓ Include appropriate quarter section maps and tax roll listings and if applicable subdivision plats or certified survey maps.
  - ✓ This assumes straightforward title reports with no property or title research necessary (if necessary, TerraTec will contact you for pre-approval of the additional work). No title up-dates are expected.
- Review title reports.
- Locate existing property corners and PLSS corners within the project limits to be used to establish existing property lines
- Establish existing abutting property lines based on field work, existing recorded surveys and title reports.
- Prepare a property map and description for parcel boundary.
- Set property corners which are not located in the field.
- Provide electronic and hardcopies of files associated with the Plat of Survey.

ESTIMATED PROJECT FEES AND SCHEDULE

TerraTec proposes to perform the above described work scope for a sum of **$14,000 for Task 1 and $19,700 for Task 2.** This lump sum fee will be effective if this proposal is accepted by **City of Sheboygan** within 30 days of the date of this proposal.

GENERAL PROJECT UNDERSTANDING

1. This proposal does not include wetland delineations/services, environmental, geotechnical engineering, pavement design, architectural, electrical, structural, construction services, meetings or permit/application fees. These services can be provided for additional fees, if requested.
2. It is our understanding that the Owner/Client will submit all regulatory permit fees including those to the City/WDNR/State, etc.
3. All submittals are final. Any requested modifications will be performed on a time and material basis.
4. TerraTec cannot guarantee approvals of any applications.
5. Any modifications required due to revisions to the Concept Plan once TerraTec has been authorized to proceed will be performed on a time and material basis. Also, any revisions of submitted documents will be performed as requested by either the Client or a regulatory office on a time and material basis.
6. Invoices shall be submitted monthly or at the end of project completion, whichever occurs first. No work outside of the scope of services described above, shall be performed or charges invoiced, without prior Client authorization at an agreed upon unit price.
7. TerraTec will not warrant the accuracy or completeness of any survey mapping provided to TerraTec by other parties.
8. This proposal does not include the preparation of a property boundary survey or Certified Survey Map, nor does it include permit or application fees. These services can be provided for additional fees, if requested.
9. The maps will be prepared in accordance with the drafting and design standards established by TerraTec in Autocad, which reflect common engineering practice.
10. Production and coordination of additional copies, electronic files or other requests for information above that detailed herein are considered a direct reimbursable in excess of the contract maximum and will be invoiced in accordance with the fee schedule.
11. TerraTec takes no responsibility and will not certify for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items of which no evidence can be found on the surface by a reasonable inspection. TerraTec will not enter any buildings or utility structures on or off the site.
12. The utility locations are limited to the public utilities based upon plans readily available from the municipality and private underground utilities marked in the field by "Digger's Hotline." If additional utilities are known to exist on the property, the Client will provide existing plans of other utilities serving the site and the building that otherwise cannot be located by a visual inspection of the property or of which the surveyor would have no knowledge. The utilities are shown for informational purposes only and are not guaranteed to be accurate or all-inclusive.
13. Individual trees will not be located nor identified on the drawing. Tree groupings and wooded areas will be outlined only. Species will not be listed and are not included in this proposal. If species are required, this service can be provided for additional fees if required and requested by the Client.
14. Ownership and Use of Documents
    - All survey drawings and maps are physical depictions of part of the service provided. Said drawings, maps and field notes are and shall remain the property of the Land Surveyor.
    - The client may use the copies solely for the purpose for which the survey map was prepared as stated herein.
    - The parties hereto acknowledge that the Land Surveyor is the author of the survey drawings under United States Copyright Law, 17 U.S.C. ss 101 et seq., and thereby retains sole ownership of the

copyright of the drawing. In recognition of the Land Surveyor's claim to the copyright, the client shall not copy, reproduce, or adapt the survey drawings or engage in any other activity, which would violate the copyright therein without the Land Surveyor's consent.

- Nothing in this Section 14, or anywhere else in this Agreement, is intended to be inconsistent with Client's obligations under the Wisconsin Public Records Law.

PROPOSAL AGREEMENT

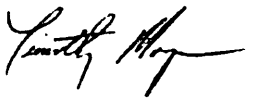
TerraTec Engineering, LLC proposes to perform this work under the attached General Services. Please indicate your acceptance of this proposal by having an authorized representative of your firm execute one copy and return it to TerraTec's office. If we are given a verbal notification to proceed, it will be mutually understood that both parties will be contractually bound by the proposal and General Terms and Conditions.

CLOSING

We appreciate this opportunity to assist you with this project. If you have any questions regarding this proposal or if you need additional assistance, please contact us.

Sincerely,

TERRATEC ENGINEERING, LLC



Timothy J. Moyer, P.E.
Principal

ACCEPTED BY:

SIGNATURE:_____

TITLE:_____

FIRM:_____

DATE:_____

© TerraTec Engineering, LLC., July 2019

TERRATEC ENGINEERING LLC.
GENERAL TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

(a) The scope of services, project schedule, and associated cost estimate included in the attached proposal are based on the information made available to TerraTec Engineering by the Client. If this information is incomplete/inaccurate or if site conditions are materially different from those indicated by the Client, a written amendment to this Agreement equitably adjusting the scope of services, costs or schedule shall be executed by the Client and TerraTec Engineering. TerraTec Engineering may suspend performance of its services until the Amendment has been executed. If the Amendment is not agreed to within a reasonable time as deemed by TerraTec Engineering, TerraTec Engineering may terminate this Agreement. In the event of Agreement termination, the Client shall pay TerraTec Engineering for all services performed prior to termination and termination expenses set forth in these General Terms and Conditions.

2. BILLINGS AND PAYMENTS.

(a) Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. TerraTec Engineering shall submit invoices for services performed and expenses incurred that have not been previously billed. Invoices shall be submitted not more frequently than monthly. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, the Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement. Any collection costs incurred by TerraTec to collect overdue sums from the Client shall immediately become due and payable to TerraTec from the Client.

(b) The Client's obligation to pay for the services performed by TerraTec Engineering under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deductions shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to TerraTec Engineering. Client further agrees to pay TerraTec Engineering any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration or other dispute resolution costs and all court costs.

(c) If any subpoena or court order is served upon TerraTec and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of TerraTec Engineering staff, subconsultants, or subcontractors at a trial, deposition, or for other discovery purposes arising out of TerraTec Engineering services performed under this Agreement, Client will pay TerraTec Engineering's fees (if any) applicable to TerraTec Engineering's compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at the time of service upon TerraTec Engineering of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial. This provision shall not apply if TerraTec is a named party to a lawsuit as a result of its work performed under this Agreement.

3. STANDARD OF CARE.

(a) TerraTec Engineering will strive to perform its services under this Agreement in conformance with the care and skill ordinarily exercised by members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.

(b) No other warranty of any kind, expressed or implied, at common law or created by statute, is extended, made, or intended by the rendition of consulting services or by furnishing oral or written reports of the findings made.
(c) If TerraTec Engineering breaches the standard of care, TerraTec Engineering shall be given an opportunity to correct any Services at no additional charge to Client.

4. Allocation of Risk.

(a) Client shall indemnify and hold TerraTec Engineering, its members, managers, officers, agents, and employees harmless from and against any and all liabilities, losses, damages, costs, attorney fees, defense fees, and expenses which TerraTec Engineering, its directors, officers, and employees may hereafter suffer in connection with any claim, action, or right of action because of any injury or damage to person or property which arises out of of the sole negligence or willful misconduct by Client or its directors, officers or employees, agents or invitees.
(b) TerraTec Engineering shall indemnify, defend, and hold Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses caused by reason of any act, omission, fault, or negligence of TerraTec Engineering or of anyone acting under its direction or control or on its behalf.
(c) Consequential damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor TerraTec shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that wither party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

5. Termination of Services.

(a) This Agreement may be terminated by either party upon at least seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
(b) TerraTec Engineering may suspend performance of Services by giving Client five (5) days prior written notice hereof, if:
    (i) Client is in default of its payment obligations under Paragraph 2; or
    (ii) Force Majeure, as set forth in Paragraph 7 hereof, causes an uninterrupted continual delay of thirty (30) days or more or
    (iii) Suspension of the Project or TerraTec's services by the Client for more than 90 calendar days, consecutive or in the aggregate.
(c) TerraTec shall have no liability, and the Client agrees to make no claim for any delay or damage as a result of suspension/termination caused by any breach of this Agreement by the Client.
(d) In the event of any termination/suspension, the Client shall pay TerraTec, in addition to payment for services rendered and reimbursable costs incurred, for all expenses incurred by TerraTec in connection with the termination of this Agreement including but not limited to demobilization,

reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6. TERRATEC ENGINEERING AS INDEPENDENT CONTRACTOR. TerraTec Engineering, in performing the Services, shall be deemed an independent contractor and not an agent or employee of Client.

7. FORCE MAJEURE. No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and by which said party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, Acts of God or the public enemy, acts of terrorism, expropriation or confiscation of facilities, material changes in applicable law, war, legal disputes, rebellion, sabotage or riots, floods, unusually severe weather, fires, explosions, or other catastrophes. Unless such Force Majeure substantially frustrates performance of this Agreement, it shall not operate to excuse, but only to delay performance hereunder.

8. ASSIGNMENT OF AGREEMENT. Neither party shall assign this Agreement or any part hereof without the prior written consent of the other party. Any assignment not made in accordance with this Agreement shall be void.

9. SUBCONTRACTS. TerraTec Engineering may subcontract any part of the Services with the prior written approval of Client. This approval may be provided by Client's Director of Planning & Development. Client reserves the right to reject any of TerraTec's personnel or proposed subcontractors, and to request that acceptable personnel be assigned to the project.

10. SURVIVAL OF OBLIGATIONS. Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

11. ENTIRE AGREEMENT. This Agreement including the attached proposal constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and TerraTec Engineering.

12. WRITTEN NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, delivered by private express service provider, if delivered in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

13. GOVERNING LAW.

(a) This Agreement shall be governed by the law of the State of Wisconsin.

14. SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

15. PROJECT REPRESENTATIVE. Individuals who signed the attached proposal are the agents for receiving and giving notices unless otherwise specified in writing to the other party.

16. PERMITS, LICENSES AND ACCESS AGREEMENTS. Client shall cooperate with TerraTec Engineering in obtaining any permits or licenses required for the performance of the Services. Client shall obtain access agreements when necessary for the performance of services. Client shall pay all costs and fees necessary for such permits, licenses and access agreements.

17. ACCESS TO SITE AND INFORMATION.

In order that TerraTec Engineering may perform the Services, Client represents, warrants, and covenants that:

(a) Client shall provide right-of-access to the site to TerraTec Engineering, its employees, agents and contractors, to conduct the planned field observations or services.
(b) Prior to the execution and delivery of this Agreement, Client has supplied to TerraTec Engineering all information and documents in its possession, custody, or control known to the Client and material to the Site and necessary for the performance of the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks, utilities, and telephone cables.
(c) TerraTec Engineering may use such information, requirements, reports, data, surveys and instructions provided by others in performing its services and is entitled to rely upon the accuracy and completeness thereof. TerraTec Engineering shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
(d) During the term of this contract:
    (i) TerraTec Engineering will have complete access to the Site and any facilities located thereon required to perform the services.
    (ii) Client shall continue to supply to TerraTec Engineering all material information and documents in its possession, custody or control known to the Client and material to the Site and the Services.
    (iii) Client will give prompt notice to TerraTec Engineering whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.
    (iv) TerraTec Engineering has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. For an additional fee, TerraTec Engineering will to the extent reasonably practicable restore the site to conditions substantially similar to those existing prior to TerraTec Engineering's operations at the request of Client.
    (v) TerraTec Engineering shall not be liable for damage or injury to any subterranean structures (including, but not limited to, pipes, tanks and telephone cables) or any existing subterranean conditions—or the consequences of such damage or inquiry—unless the damage or injury was the result of the negligence of TerraTec Engineering or an agent of TerraTec Engineering or was the result of TerraTec Engineering breaching the standard of care set forth in Section 3 of this Agreement.

18. SAFETY.

(a) TerraTec Engineering is responsible solely for the safe performance by TerraTec Engineering field personnel of their activities in performance of the scope of services. It is expressly agreed that TerraTec Engineering's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project site nor is TerraTec Engineering to review the adequacy of job safety on the Project site.
(b) TerraTec Engineering has neither been assigned nor assumed the authority required of the "competent person" under OSHA 29 CFR Part 1926. TerraTec Engineering does not provide, and has not assumed, any duties of inspection/monitoring of excavations required of the "competent person" under OSHA 29 CFR Part 1926.

19. CHANGED CONDITIONS.

(a) If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to TerraTec are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, TerraTec may call for renegotiation of appropriate portions of this Agreement. TerraTec shall notify the Client of the changed conditions necessitating renegotiation, and TerraTec and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot agree to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

20. THIRD-PARTY BENEFICIARIES.

(a) Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

21. REPORTS AND OWNERSHIP OF DOCUMENTS.

(a) All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by TerraTec as instruments of service shall remain the property of TerraTec. TerraTec shall retain all common law, statutory, and other reserved rights, including the copyright thereto.
(b) Client agrees that all plans/reports or other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits or licensing.
(c) Electronic Files – The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of TerraTec. The Client agrees to indemnify and hold harmless TerraTec, its officers, employees and subconsultants against all damages, liabilities or costs, including attorneys' fees and defense costs, arising from any changes made by anyone other than TerraTec from any reuse of the electronic files. In no event shall TerraTec be liable

for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

22. DISPUTE RESOLUTION.

(a) All claims, disputes, controversies arising out of this Agreement or any breach thereof shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and TerraTec Engineering shall select by mutual agreement a neutral mediator. The selection shall be made within fifteen (15) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and TerraTec Engineering within fifteen (15) days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

(b) If a dispute cannot be settled through mediation, venue of any dispute arising under this Agreement shall be in Sheboygan County Circuit Court.

III OTHER MATTERS

Res. No. 57 - 19 - 20. By Alderpersons Wolf and Sorenson. July 15, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Rebuild-it Service Group to purchase and install a rebuilt clarifier drive at the Wastewater Treatment Facility.

WHEREAS, Primary Clarifier #2 is an important component of the Wastewater Treatment Facility and, due to age and other factors, the drive unit is at the end of its life; and

WHEREAS, the replacement of the drive unit is planned as part of the 2019 Capital Improvements Plan; and

WHEREAS, Staff proposes to replace the current drive with a rebuilt OEM drive and, in conjunction with this work, to refurbish the scum (floating debris and grease) collection system (the "Project"); and

WHEREAS, because this Project does not constitute public construction as that term is used in the Wisconsin Statutes, neither state law nor the City's Procurement Policy require bidding for this Project; and

WHEREAS, based on Staff's experience, expertise, and recommendation, contracting with Rebuilt-it Service Group for the Project is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Rebuild-it Service Group for the Project in the amount of $99,714.00 and are authorized to draw funds from the following account:

Improvements Other Than Buildings	60138300-63110	$99,714.00

Public Works

BE IT FURTHER RESOLVED: That the Council recognizes that this is not the only expense that will be incurred to complete the Project. The Council will, to the extent needed, consider subsequent contracts related to the Project, which may include concrete repair, cleaning and painting, and a jet sludge line, as they are presented.

_____

_____

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
REBUILD-IT SERVICES GROUP, LLC

REGARDING THE INSTALLATION OF A CLARIFIER DRIVE AND SKIMMING MECHANISM / SCUM BOX AT THE WASTEWATER TREATMENT PLANT

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Rebuild-it Services Group, LLC ("Contractor").

WITNESSETH:

WHEREAS, the City has determined that the drive unit of Primary Clarifier #2 at the Wastewater Treatment Plant is in need of replacement; and

WHEREAS, while the drive unit is being replaced, there is an opportunity to install a new skimming mechanism/scum box; and

WHEREAS, Contractor is willing and able to provide the City with the necessary parts and services in order to replace the drive unit and to install the new skimming mechanism/scum box, pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
Contractor shall provide all services, materials, labor, and tools necessary to: (1) replace the current C54 Drive Unit on Primary Clarifier #2 with a refurbished C54 drive unit and (2) install a skimming mechanism/scum box (collectively the "Project"). The Project shall be done pursuant to Contractor's Proposal No. Q122065-C. The Scope of Work and Pricing for Proposal No. Q122065-C (pages 1-5) is attached to this Agreement as Exhibit A.

The Pricing and Payment Terms, Warranty & Terms and Conditions, and Terms and Conditions from Proposal No. Q122065-C are explicitly not incorporated into this Agreement. The operative Pricing, Payment, Warranty, and other Terms and Conditions are found in this Agreement.

Contractor shall be responsible for obtaining any and all applicable City permits and licenses and paying any and all applicable permit fees prior to beginning work.

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Project 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 shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all aspects of the Project not meeting the Standard of Care.

Contractor shall be responsible to repair any damage incurred during the Project.

Article 3. Warranty

Contractor warrants all new parts and equipment sold or rebuilt by Contractor to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by Contractor, any part or parts returned to it which Contractor's examination shall show to have failed under normal use and service by the City within the earlier of: (1) two years following Final Acceptance of the Project and (2) two years and six months following the shipment of the parts and equipment to the City.

Warranty repair or replacement shall be free of charge for all items, except for those items—such as resin, filter media, and the like—that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based on Contractor's estimate of the percentage of normal service life realized from the part. Contractor's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by Contractor and accepted by the City in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. Contractor shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete interoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts which are altered or repaired outside of Contractor's factory, or damaged by improper maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

For the avoidance of doubt, Contractor makes no warranty with respect to parts, accessories, or components purchased by the customer from others.

Article 4. Responsibilities of the City

The City designates Steve Jossart as its designated project manager for purposes of this Agreement.

The City's project manager shall be responsible for final acceptance of the Project. The Project will be deemed accepted unless written notice of non-acceptance is received by Contractor within seven (7) days of Contractor representing that the Project is complete.

Article 5. Compensation

The City shall pay Contractor for all fees and expenses related to the Project in an amount not to exceed Ninety-Nine Thousand Seven Hundred Fourteen Dollars ($99,714.00), not to exceed the categories set forth below:

C54 Rebuilt Drive Unit, as described in Exhibit A	$57,656.00
Skimming Mechanism / Scum Box, as described in Exhibit A	$ 7,496.00
Labor for Installation of Drive Unit and Skimming Mechanism / Scum Box	$34,562.00

Upon completion of the Project, Contractor shall submit an invoice to the City.

Unless additional services are added to the Project, pursuant to the process set forth in this Article, in no event shall the invoiced amount exceed the not to exceed amount.

The invoice shall be sent to:

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

Payment will be remitted to Contractor within thirty (30) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in the Project must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 6. 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.

Article 7. Schedule
The Project shall proceed according to the schedule agreed to by the City's Project Manager and the Contractor.

The Project, and all invoices related to the Project, shall be complete by December 31, 2019. Completion of the Project shall mean all necessary steps have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by December 31, 2019.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Quality of Materials
The City expressly recognizes that the rebuilt drive unit consists of new and used components. Used components have been refurbished to like new condition.

Article 9. Safety Requirements
Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendant of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Open Records
Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law,

and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Project on a schedule acceptable to the City and the City shall pay Contractor for all the Project performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of the Project.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Project is the qualifications and experience of Contractor. Contractor thus agrees that the Project to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Project without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

Contractor shall indemnify, defend, and hold the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall further indemnify, defend, and hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of

said contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of the Project pursuant to this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Project or its operations under this Agreement. If Contractor 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.

Article 17. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of the Project pursuant to this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver

No failure of either party to enforce a term of this Agreement 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 Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability
The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement 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 Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 21. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 22. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws
In performing the Project pursuant to this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor 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.

Article 25. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: Contractor:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 26. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 29. Non-Collusion
Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its proposal, as incorporated into this Agreement, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.

b. The prices quoted in its proposal were not knowingly disclosed—directly or indirectly—by Contractor to any other competitor prior to submission of the proposal.

c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

Article 30. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

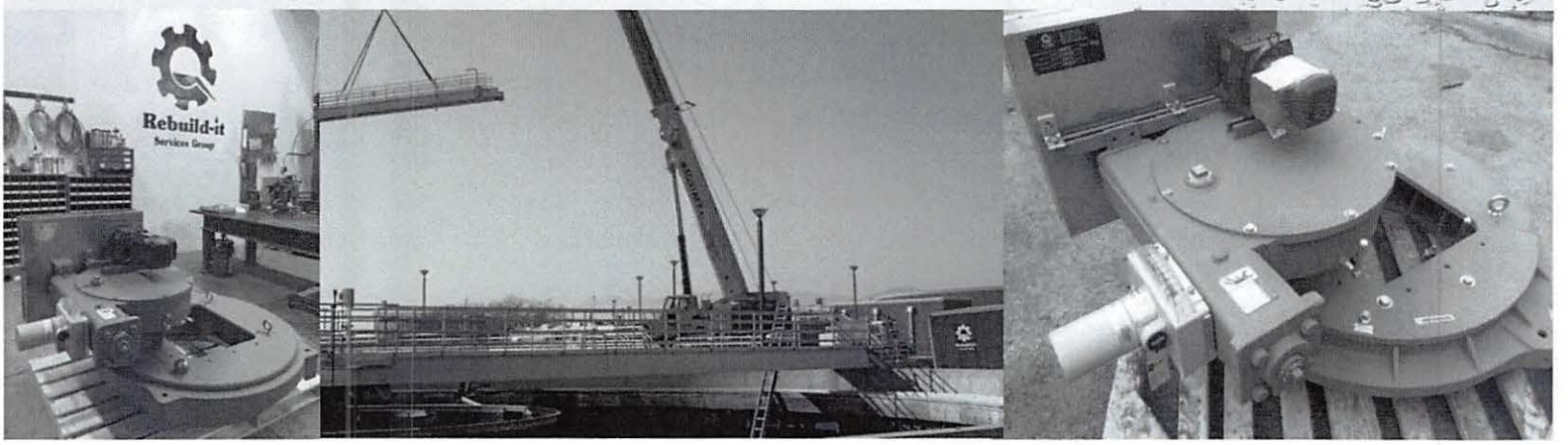
g. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN	**CONTRACTOR**
BY: _____	**BY:** _____
Michael J. Vandersteen, Mayor	
ATTEST: _____	**ATTEST:** _____
Meredith DeBruin, City Clerk	
DATE: _____	**DATE:** _____

Rebuild-it Services Group
6810 South 300 West, Suite 8
Midvale, UT 84047
www.rebuild-it.com

EXHIBIT A



DATE: July 9, 2019

PROPOSAL NUMBER: Q122065-C

PREPARED FOR:
Sheboygan, WI WWTP
3333 Lakeshore Drive
Sheboygan, WI 53081
Attention: Steve Jossart
E-Mail: steve.jossart@sheboygan.com

Representation:
Larry Henderson- Energences

SCOPE OF WORK:
Replacement C54 Drive unit with installation. Serial No. 22486-01.

PREPARED BY:
Rebuild-it Services Group, LLC.
6810 South 300 West, Suite 8
Midvale, Utah 84047
Terry A. Reyburn
Main: (888) 709-5676
Direct: (385) 235-6924
Mobile: (801) 828-5369
E-Mail: treyburn@rebuild-it.com
Website: rebuild-it.com

P R O P O S A L

PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal for the replacement of the C54 Drive unit with a rebuilt C54 drive unit for a 90' dia. Primary clarifier located at the Sheboygan, WI WWTP, Serial No. 22486-01.

REBUILT C54 DRIVE UNIT FOR A 90' DIA. PRIMARY CLARIFIER

To include the following:

- EIMCO C54 Refurbished to like new condition, drives rated for 33,000 ft. lbs., with an output speed of .043 on the 90' dia. mechanism. This completely refurbished drive unit has been rebuilt to factory specifications and comes with our two-year warranty.
- Motor drive package; consists of gear motor, sprockets, chain, stainless steel chain guard and required gear motor mounts. Motor drive package will be sized to match existing drive unit output torque and RPM.
- Stainless steel oil piping
- New drive control with actuating pin
- O&M manual
- Shipping to job site
- Engineering
- Installation hardware and shims
- 2-year warranty

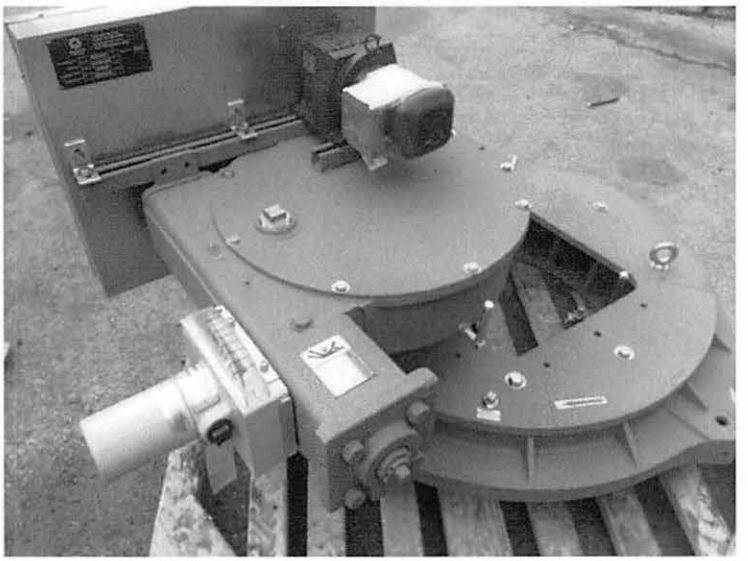
Drive unit coating system:

Rebuild-it's unique coating system provides a durable coating on the drive unit that is superior than what is typically provided. All exterior drive unit surfaces:

- Blast cleaned to SSPC-SP6
- Prime coat: Tnemec Hi-Build Epoxy to a dry film thickness of 4.0 to 6.0 mils. Color: Pencil Gray
- Final coat: UV protected industrial grade polyurethane coating to a dry film thickness of 6.0 mil minimum. Color: Pencil Gray

All interior surface except for machined surfaces and gear faces:

- Power cleaned and then coated with a Tool Crib red insulating varnish.
- All machined surface will be coated with LPS 3 Rust Inhibitor All reducers and motors will have the manufactures standard finish.



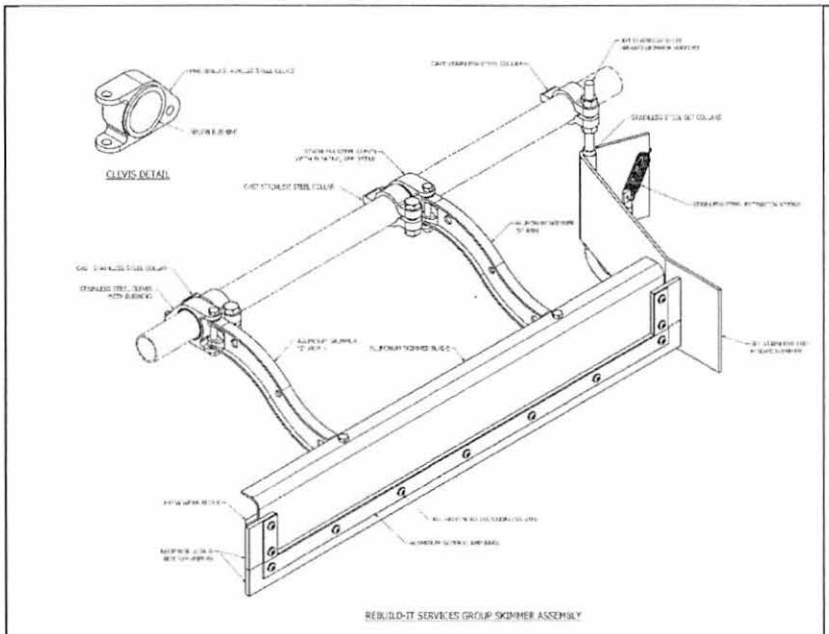
Refurbished EIMCO Drive Unit

EXCLUDED ITEMS FROM SCOPE OF SUPPLY:

- Electrical controls, mounting plates, brackets, conduit, wiring, mounting channels, light posts, photocells, etc.
- Lubricating oils / greases
- Bi-metallic protection for aluminum handrail, floor plating.
- Access stairways, walkways, gratings, handrailing, etc. outside the tank.
- Control panels except as specifically noted.
- Parts not mentioned above

SKIMMING PARTS FOR PRIMARY CLARIFIER:

- RSG Premium 4' Skimming Device P/N L42700-3. All stainless steel and aluminum materials.
- New 4' scum box with support- mild steel with (2) coats of paint.
- New piping to connect to scum pipe. Reducer to connect to existing pipe that has been cut off.
- Related fasteners
- Freight



EIMCO-RSG PREMIUM SKIMMER ASSEMBLY

Benefits and features:

- All Stainless steel and aluminum materials only. (No carbon steel).
- Cast Stainless Steel collars
- Skimmer can be retrofitted to any clarifier
- Available in 3', 4', 5' and 6' assemblies
- Patented Stainless steel clevis with nylon insert.
- Corrosion resistant
- Built to last for longer life
- Maintenance free
- Easy to install

LABOR SERVICES:

The scope of work for this project is as follows:

- Hole watch during the install process
- Site mobilization and travel time to the job site.
- Removal of bridge and drive unit
- Re-Installation of drive unit.
- Installation of new scum box and skimming device
- New sludge pipe connection
- Crane, mats, rigging equipment as needed.
- Rake and drive leveling.
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in one (1) mobilization.
- Demobilization of personnel and equipment.

This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents

- Provision of Full-Time Safety & QA/QC manager. A foreman will be onsite throughout duration of construction activities and provide field coordination.
- Overtime premiums or weekend work
- Temp facilities including porta-johns, hand wash, temp power, water, and disposal bins to be provided by others.
- Installation of electrical and/or instrumentation to be by others.
- Concrete demolition and/or repair.
- Covered tank or dome; removal of dome or access panels by others.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only
- Prevailing wage
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.
- Lubrication for drive unit.

PRICING SUMMARY:

Pricing for a C54 rebuilt drive unit as described above.....$57,656.00
This drive consists of new and used components.

Pricing for skimming mechanism/scum box as described above.....$7,496.00

LABOR PRICING:

Pricing for labor for drive and clarifier parts as described above.....$34,562.00
Based on one mobilization.

Please be sure to reference this quotation number and date on your purchase order.
Remit order to:

Rebuild-it Services Group, LLC.
P.O. Box 9178
Midvale, Utah 84047
Attention: Candace King, cking@rebuild-it.com