ATTACHMENTS

II

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

Submitting various license applications.

_____
City Clerk

AMBULANCE (RENEW) (JUNE 30, 2020)

No.	Name	Address
1245	Orange Cross Ambulance Services	1919 Ashland Avenue

CARNIVAL LICENSE

No.	Name	Address
1382	St. Spyridon Greek Church	1425 S. 10th Street - two day carnival 06/29/19-06/30/19 to be held at Deland Park.

CIRCUS LICENSE

No.	Name	Address
3203	Carden International Circus	3901 W.State Hwy O,Springfield, MO

COMMERCIAL OPERTAORS LICENSE (NEW) (December 31, 2019)

No.	Name	Address
3400	Edlers Landscaping	W4502 Clearview Road, Waldo
3083	Higher Power LLC	N8163 Snake Road, Elkhart Lake

COMMERCIAL SALVAGE & RECYCLING (RENEW) (JUNE 30, 2020)

No.	Name	Address
2367	Sadoff Iron & Metal Co.	3313 N. 21st Street

MOBILE HOME PARK LICENSE (RENEW) (June 30, 2020)

No.	Name	Address
1170	Indian Meadows	3636 S. Business Drive
1366	Sommers Woodhaven Mobile Home	4441 S. 12th Street

Consent.

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
3334	Active 8	503 Euclid Avenue - One day event to held 07/27/19 at City Green.
3334	Active 8	503 Euclid Avenue - One day event to be held 08/10/19 at City Green.
1168	Immaculate Conception	1439 S. 12th Street - One day event to be held 08/11/19 at 1305 Humboldt Avenue - school grounds.
3359	Mead Public Library Foundation	710 N. 8th Street - One day event to be held 06/15/19 at the City Green.
3359	Mead Public Library Foundation	710 N. 8th Street - One day event to be held 07/26/19.
3000	Sheboygan Theatre Company	607 S. Water Street - One day event to be held 07/04/19 at Fountain Park to include beer and wine.
1373	SS Cyril & Methodius Church	2720 Henry Street - One day event to be held 07/07/19 at Deland Park Richardson Building to include beer and wine.
1381	St. Peter Claver Ushers Club	1444 S. 11th Street - Three day event to be held 09/13/19-09/15/19 for SPC Parish Festival (September Fest).
1382	St. Spyridon Greek Church	1425 S. 10th Street - Three day event to be held 06/28/19-06/30/19 at Deland Park to include beer and wine.

VI

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

Your Committee to whom was referred R. O. No. 12-19-20 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing January 1, 2019 and ending March 31, 2019; recommends filing the document.

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

3.8

R. O. No. 12 - 19 - 20. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
May 6, 2019.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing January 1, 2019 and ending March 31, 2019.

Patrol and Investigations	2017 Actual	Y-T-D 03/31/18	2018 Actual	Y-T-D 03/31/19	2019 Goal
Homicide	0	0	0	0	0
Rape	24	10	21	9	20
Robbery	11	4	11	2	15
Aggravated Assault	85	24	128	28	100
Violent Crime Total	120	38	160	39	125
Burglary	91	18	89	15	100
Theft	702	141	703	148	900
Motor Vehicle Theft	32	1	25	3	30
Arson	12	0	8	0	5
Property Crime Total	837	160	825	166	1050
Percent of Offenses Cleared	46%	73%	52%	75%	70%
Value of Property Stolen	$554,070	$70,595	$485,282	$35,965	$500,00
Value of Property Recovered	$184,216	$33,896	$179,946	$74,084	$200,00
Percent of Stolen Recovered	33%	48%	37%	206%	40%
Accident Investigations	1,736	447	1,677	467	1,50
Traffic Stops	6,157	1,464	5,270	1,175	No
Traffic Arrests	4,669	1,145	4,509	931	No
Other Arrests	3,006	832	3,406	891	No
Speed Trailer Deployments	7	3	17	1	20
HVEE Deployments	6	2	14	3	12
Parking Tickets Issued	10,476	4,136	9,032	3,841	10,00
Bicycles Recovered	139	4	158	14	150
Involuntary Commitments	161	48	121	30	No Goal
Administration					
District Attorney Request for Digital Evidence	303	284	1,321	329	2,750
Open Records Requests	3,778	1,029	4,804	1,433	4,000
Nixle Messages Sent	263	65	283	74	250
Press Releases	25	11	41	3	50
Tweets	298	82	236	64	350
Facebook likes	8,045	8,760	10,042	10,800	11,50
Reported Crime Maps	103	25	89	17	104
Crime Comparison Reports	44	13	36	6	26

CHIEF OF POLICE

LHS
acs file

VII

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

Your Committee to whom was referred, pursuant to R. O. No. 15-19-20 by the City Clerk, submitting license applications for the period ending December 31, 2019, June 30, 2020 and June 30, 2021; recommends granting the following licenses:

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

No.	Name	Address
2755	Aikins, Mary K.	817 High Avenue
2720	Burch, William M.	2419 Erie Avenue
2732	Choulamountry, Gilchrist G.	3017 Michigan Avenue
2727	Douglas, Michelle S.	N6167 Chanda Court, Sheboygan Falls
2747	Ellersick, Jessica L.	2010 N. 12th Street
2742	Frank, Anthony W.	734 N. 7th Street #109
2724	Gierke, Anthony R.	1419 Geele Avenue
2749	Gifford, Pamela K.	1006 Broadway Avenue
2750	Hanke, Sharon A.	2238 Fairfield Lane, Plymouth
2733	Landgraf, Hope R.	1807 Cardinal Parkway
2748	Rada, Elisabeth R.	2129 Bollmann Drive #1D
2730	Schneider, Amy J.	1724 S. 11th Street Apt. A
0483	Strysick, Shannon N.	1338 Main Avenue
2746	Yang, Shoua	721 S. 15th Street

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

No.	Name	Address
2763	Bogart, Andrea C.	16 South Hiawatha Circle
5335	Fields, John C.	611 Meadow Lane, Sheboygan Falls
2762	Gulseth, Brianna M.	1519 Dewey Street, Manitowoc
2760	Jaishi, Lok R.	916 Mulberry Lane, Kohler
2761	Larson, Austin C.	3820 N. 13th Street
6295	Lilyquist, Cynthia T.	W3089 State Rd. 28, Sheboygan Falls
2758	Lohse, Gene R.	2106 S. 14th Street
1258	Samsal, Alexia P.	1424 S. 8th Street

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

No.	Name	Address
9030	Benish, Leland J. (Club)	2513 N. 9th Street
8239	Bridges, John L. (Club)	2221 Cooper Avenue
7672	Decker, Dennis E. (Club)	N7122 Riverwoods Drive
1762	Decker, Kyle R. (Club)	4318 White Oak Lane
0293	Dodge, Evelyn V.	3952 Meadowbrook Ct #A
7468	Draughon, Roman J.	1702 Alexander Court

Consent

8362	Drews, Barry R. (Club)	2335 N. 15th Street
2128	Dulmes, Kyle B.	3105 N. 25th Street
1605	Emmer, Tamie A.	906 S. 15th Street
5860	Firgens, Todd C.	1828 S. 12th Street
2014	Freitag, David C.	3742 N. 12th Place
2993	Hemsing, Steven R.	1159 Cherry Lane
2010	Hickmann, Rosemary	1408 Eisner Avenue Apt. 3
9969	Horness, Katheryn J.	824 Roosevelt Road, Howards Grove
8951	Kraemer, Lois C.	1612A Martin Avenue
8240	Ludwig, Malyssa A.	1219 S. 21st Street
8289	Madson, James A.	2830 S. 22nd Street
1854	Matuschka, John M. (Club)	1702 Kaat Lane
8543	Mikalowsky, Tonya L.	2106 S. 14th Street
1940	Miller, Destiny	603 Petra Lane
4384	Reese, Shannon M.	3132 N. 8th Street
6929	Violetta, Jason A.	1813 S. 11th Street
4924	Vugrinovich, Laura J.	1214 Georgia Avenue

CHANGE OF PREMISE

No.	Name	Address
2943	Superior Bar & Grill	2607 Superior Avenue - One day event to be held June 15, 2019 to include parking lot north and west of building for one day event.
2943	Superior Bar & Grill	2607 Superior Avenue - One day event to be held July 30, 2019 to include parking lot north and west of building for one day event.
2943	Superior Bar & Grill	2607 Superior Avenue - One day event to be held September 14, 2019 to include parking lot north and west of building for one day event.
2943	Superior Bar & Grill	2607 Superior Avenue - One day event to be held September 28, 2019 to include parking lot north and west of building for one day event.
1420	VFW Post 9156	552 S. Evans Street - One day event June 22, 2019 to include frying area. North end between building and garage. also outside of South entrance of building sidewalk area.

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

No.	Name	Address
3357	Alex's Corner Market	723 Center Avenue
3187	Sheboygan Liquor Depot	810 N. 14th Street
2702	Tietzs Piggly Wiggly #331	2905 N. 15th Street
3214	Tietzs Piggly Wiggly #332	3124 S. Business Drive

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

No.	Name	Address
2404	Dicks Northeast Standard I	905 Erie Avenue
2984	Everest Enterprises	1710 Indiana Avenue
3243	Sheboygan Harbor Petro	905 Indiana Avenue
2710	The Pig Stop II	2917 N. 15th Street
3007	Tidy Store of Sheboygan	810 N. 14th Street

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

No.	Name	Address
3362	Jay's	1710 Indiana Avenue
1328	Sheboygan Athletic Club	2338 New Jersey Avenue
3018	Pho VN	2209 South Business Drive
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

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

No.	Name	Address
3389	Al & Al's I	1502 S. 12th Street
2880	Anglers Avenue Pub & Grill	518 South Pier Drive
2762	Braveheart Pub I	2120 Calumet Drive
1040	Brennans on Michigan	1101 Michigan Avenue
1511	Dennys Bar	2140 Calumet Drive
2373	Duke of Devon, The	739 Riverfront Drive
1516	Emmers	906 S. 15th Street
1525	Fountain Park Lounge	922 N. 8th Street
3136	Franks Place	3023 N. 15th Street
3117	Harbor Lights IV	434 Pennsylvania Avenue
2192	Harry's Diner	2504 Calumet Drive
2849	Hops Haven	1327 N. 14th Street
1926	Il Ritrovo	515 S. 8th Street
3120	Northstar I	3004 N. 8th Street
1699	On the House	1153 High Avenue
2563	Penn Ave Pub II	827 Pennsylvania Avenue
3325	Power Pubs	511 Kiwanis Park Drive
1680	Scenic Bar	1635 Indiana Avenue

3355	Sharpie's on Broadway	1645 S. 12th Street
3198	Skiper Inn	808 Broadway Avenue
2207	The Silver Fern	2538 N. 15th Street
1411	Tommy's Bar	2335 N. 15th Street
1412	Trattoria Stefano	522 S. 8th Street
3373	Union Tap Bar	1401 Union Avenue
1420	VFW Post 9156	552 S. Evans Street
2100	What's Up	1635 Michigan Avenue
3250	Work Zone Bar and Grill	4604 S. Business Drive

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

No.	Name	Address
3018	Pho VN	2209 South Business Drive
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

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

No.	Name	Address
3399	Foodworks	731 Pennsylvania Avenue

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

No.	Name	Address
3397	Applebee's I	526 South Taylor Drive

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

No.	Name	Address
2753	Cassel, Michael A.	625 S. 14th Street
2756	Dessart, Margaret E.	N5565 State Road 57,Plymouth
2728	Magritz, Alicia L.	1345 16th Avenue #5, Grafton
2754	Razo Valle, Sharon Y.	1214 S. 9th Street
8443	Wills, Michael R.	617 Huron Avenue Apt. 3

_____ _____

_____ _____

_____ _____

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. May 20, 2019.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 16-19-20 by Assistant Fire Chief Charles Butler pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department for the period commencing January 1, 2019 and ending March 31, 2019; recommends filing the document.

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

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 16 - 19 - 20. By ASSISTANT FIRE CHIEF CHARLES BUTLER. May 15, 2019.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department for the period commencing January 1, 2019 and ending March 31, 2019.

Incident Types		2017 Actual	1st Quarter 3/31/19	2018 Actual	1st Quarter 3/31/18	Goals
Fires		126	24	94	23	
Rescue & Emergency Medical Service		3,959	1,098	4,220	1,062	
Non Fires		1077	244	1055	217	
TOTAL		5,162	1,366	5,369	1,302	
Station Incident Count Per Station						
Station 1		1,549	364	1,560	365	
Station 2		988	275	1064	246	
Station 3		1,309	356	1,417	346	
Station 4		814	242	818	215	
Station 5		451	121	474	117	
Out of City		51	8	36	13	
Fire Loss						
Number of Incidents		65	13	56	16	
Total Property Loss		$ 276,985	$ 93,150	$ 630,000	$368,350	
Total Content Loss		$ 126,541	$ 26,700	$ 348,985	$192,185	
Total Loss		$ 403,526	$ 119,850	$ 978,985	$560,535	
Average Loss		$ 6,208	$ 9,219	$ 17,481	$ 35,033	
Workload						
Inspections		1,880	20	1,926	29	
School Safety Programs/Students		183/3353	0/0	173/3246	0/0	
Public Events		25	6	51	4	
Fire Training Hours		8,514	1610.3	8,514	1966.55	
EMS Training Hours		2,697	763.5	1,969	409	
Investigations/Formal		70	23	100	23	
Efficiency						
EMS Average Response Time (Seconds)	360		###	###	###	90%
Fire Average Response Time (Seconds)	380		91%	89%	71%	90%
Effectiveness						
Resident Satisfaction Rating			1	1		
ISO Rating			2	2		

ASSISTANT FIRE CHIEF

AHP
ac + file

VIII

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

Your Committee to whom was referred Res. No. 211-18-19 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute the Department of the Army Right-of-Entry for Construction document related to construction repairs to the south breakwater; recommends approving 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

4.3

Res. No. 211 - 18 - 19. By Alderpersons Wolf and Sorenson.
April 15, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Department of the Army Right-of-Entry for Construction document related to construction repairs to the south breakwater.

RESOLVED: That Director of Public Works David Biebel is hereby authorized to execute the Department of the Army Right-of-Entry for Construction, a copy of which is attached hereto and incorporated herein, with City Clerk Meredith DeBruin executing the Certificate of Authority.

Public Works
2019-2020
approve

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

DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR CONSTRUCTION

Sheboygan, Wisconsin Pier Repairs (Project, Installation, or Activity)	Parcel: 59281300040 (Tract Number or Other Property Identification)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government, its agents and assigns an irrevocable right to enter upon the lands hereinafter described at any time from 01 September 2019 through 31 December 2021 in order to perform construction work of any nature.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. If the Government does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner's remainder caused by such damage.

The land affected by this right-of-entry is located in the County of Sheboygan, State of Wisconsin, and is described as follows: parcel 59281300040 located as shown in Exhibit "A"

WITNESSES MY HAND AND SEAL this _____ day of _____, 2019.

GRANTOR

_____
Signature

_____
Title

UNITED STATES OF AMERICA

By:_____
ANDREW M. SHELTON
Chief, Real Estate
Real Estate Contracting Officer

NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual other than the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.

CERTIFICATE OF AUTHORITY

I,_____, do hereby certify that I am the
(someone other than the person signing the agreement)

_____ of the City of Sheboygan,
(my position of responsibility within the organization)

and that _____,

who signed the agreement on behalf of the City of Sheboygan,

was at the time of signature its _____,
(position held)

and that the person who executed the agreement on behalf the City of Sheboygan acted within his/her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification

this _____day of _____, 2019.

_____
(Name)

_____
(Title)

Exhibit A

Parcel: 59281300040
Owner: City of Sheboygan, WI

VIII

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

Your Committee to whom was referred Res. No. 9-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute an Agreement Between the City of Sheboygan and Visit Sheboygan, Inc. Regarding a Loan to Visit Sheboygan, Inc. for Furnishings at its New Visitor Center; recommends approving 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

4.3

Res. No. 9 - 19 - 20. By Alderpersons Donohue and Bohren. May 6, 2019.

A RESOLUTION authorizing the appropriate City officials to execute an Agreement Between the City of Sheboygan and Visit Sheboygan, Inc. Regarding a Loan to Visit Sheboygan, Inc. for Furnishings at its New Visitor Center.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan and Visit Sheboygan, Inc. Regarding a Loan to Visit Sheboygan, Inc. for Furnishings at its New Visitor Center, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to draw funds in the amount of One Hundred Thousand Dollars ($100,000) from the Tourism Account No. 260-115999 to be used for the furnishings of the visitor center.

Finance Personnel approve

Lyme Nowak

James A. Bohren

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
VISIT SHEBOYGAN, INC.

REGARDING A LOAN TO VISIT SHEBOYGAN, INC. FOR FURNISHINGS AT ITS NEW VISITOR CENTER

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 Visit Sheboygan, Inc. ("Visit Sheboygan).

WITNESSETH:

WHEREAS, Visit Sheboygan intends to be a tenant in a new building which will serve as a visitor center on South 8th Street in the City of Sheboygan; and

WHEREAS, the City recognizes that the presence of a visitor center in the City of Sheboygan is positive for the City, and wishes to support Visit Sheboygan's efforts by providing it a low interest loan for furnishings of the visitor center; and

WHEREAS, this Agreement sets forth the terms upon which the loan is being provided.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Other Agreements between the Parties.

   This Agreement is not intended to affect any other agreement between the Parties.

2. Furnishing the New Visitor Center.

The City shall provide One Hundred Thousand Dollars ($100,000) of value to Visit Sheboygan (the "Loan") to be used for the furnishings of the visitor center. This may be provided in cash, as an "in kind" contribution, or a combination of cash and in kind contribution. The Common Council of the City authorizes Chad Pelishek to work with Visit Sheboygan in order to determine what combination of cash and in kind contributions are most beneficial to the City and to Visit Sheboygan.

Based on the current construction schedule for the visitor center, it is unclear exactly when Visit Sheboygan will be ready to furnish the visitor center and, therefore, when it will need the loan principal from the City. The Parties' expectation is that the loan principal will not be needed prior to July 31, 2019.

Visit Sheboygan shall request the loan from the City by submitting a written request. In the event that the Parties agree that it is in the best interest of the Parties that an in kind contribution is a component of the Loan, the written request shall provide all necessary details about the in kind distribution. The City shall distribute any cash component of the Loan no later than the later of July 31, 2019 or thirty (30) days after the request is made.

The City shall distribute any in kind contribution that is a component of the Loan as soon as is practicable following the City's actual receipt of such goods; the Parties recognize that an in kind contribution may include goods ordered from one or more vendors, and that the Parties have no control over the availability of the desired goods. The City shall have no liability to Visit Sheboygan in the event that it takes more than thirty (30) days from the date of Visit Sheboygan's request to receive any component of a requested in kind distribution.

In recognition of the Local Government Investment Pool interest that the City is foregoing as a result of the Loan, Visit Sheboygan shall pay the City interest in the amount of Two and Two Tenths Percent (2.2%) per year. This interest shall remain the same regardless of how much cash and how much in kind contributions are provided to Visit Sheboygan. Because the Loan shall be One Hundred Thousand Dollars ($100,000.00), Visit Sheboygan shall repay the City One Hundred Four Thousand Four Hundred Forty Eight Dollars and Forty Cents ($104,448.40) ("Repayment Amount") on or before December 30, 2020.

Visit Sheboygan may, but is not obligated to make any payments to the City between the effective date of this Agreement and December 29, 2020. If Visit Sheboygan makes one or more payments during that time, the payment shall be subtracted from the Repayment Amount to determine the amount outstanding. There shall be no penalty for prepayment, but prepayment shall not result in more than a dollar-for-dollar reduction of the Repayment Amount.

3. Reporting Requirements.

Visit Sheboygan shall, within thirty (30) days of making an expenditure of cash received as part of the Loan, report to the City (in writing) where and how it was spent. Visit Sheboygan shall comply with all other reporting requirements set forth in federal, state, and local law.

In the event that Visit Sheboygan uses any of the cash received as part of the Loan for any purpose other than furnishings of the Visitor Center, or fails to make a required report to the City in the time period set forth above, the City may—in addition to any other right it may have, in law or in equity—declare the loan immediately due and payable.

4. Enforcement of Late Payments.

In the event that Visit Sheboygan's payment set forth in this Agreement becomes more than fifteen (15) days past due, Visit Sheboygan shall pay a late payment charge to the City equal to five percent (5%) of the entire unpaid amount of the Loan. In addition, interest shall continue to accrue at the rate of Two and Two Tenths Percent (2.2%) per year until the Loan is repaid in full, including the late payment charge.

In the event that it is necessary for the City to institute a suit or other action to enforce any right, power, or remedy set forth in this Agreement in relation to this Agreement, the prevailing party shall be entitled to recover its reasonable costs (including attorney fees) incurred from the suit or other action from the losing party.

5. Invoices.

The City shall not have any obligation to prepare invoices, payment requests, or any other form of reminder for the payment identified in this Agreement. The City may, at its sole option, issue formal or informal reminders of any upcoming payment, but the failure to do so shall not create any extension of the deadlines set forth above.

6. General Terms.

a. *Entire Agreement.* The entire agreement of the Parties regarding the Loan is contained herein. This Agreement supersedes any and all oral contracts and negotiations between the Parties with respect to the topics addressed by this Agreement. As mentioned in Section 1, it has no effect on other contracts between these parties.

b. *Amendments.* This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment and signed by the duly authorized agent or agents of the Parties. The Common Council of the City must approve any amendment on behalf of the City.

c. *No Waiver.* No failure to exercise and no delay in exercising any right, power or remedy hereunder on the part of a party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or remedy preclude any other further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the party. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

d. *Severability.* It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

e. *Notice.*

Notices to Visit Sheboygan shall be addressed to:

Amy Wilson, President
Visit Sheboygan,
826 S. 8th Street
Sheboygan, WI 53081

Notices to the City shall be addressed to:

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

Any party may change its address for notice purposes at any time by providing notice to the other parties in writing.

f. *Third Party Rights.* This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including—but not limited to—employees of either of the parties.

g. *Choice of Law and Venue.* This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

h. *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.

i. *No 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement Regarding a Loan to Visit Sheboygan, Inc. for Furnishings at its New Visitor Center to be executed by their proper officers on the day and year first written above:

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

VISIT SHEBOYGAN, INC.

BY: _____
Chad Pelishek, Chairperson

ATTEST: _____
Amy Wilson, President

DATE: _____

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN
AND
VISIT SHEBOYGAN, INC.

REGARDING A LOAN TO VISIT SHEBOYGAN, INC. FOR FURNISHINGS AT ITS NEW VISITOR CENTER

This Agreement ("Agreement") is made and entered into effective this 28th day of May, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation and Visit Sheboygan, Inc. ("Visit Sheboygan).

WITNESSETH:

WHEREAS, Visit Sheboygan intends to be a tenant in a new building which will serve as a visitor center on South 8th Street in the City of Sheboygan; and

WHEREAS, the City recognizes that the presence of a visitor center in the City of Sheboygan is positive for the City, and wishes to support Visit Sheboygan's efforts by providing it a low interest loan for furnishings of the visitor center; and

WHEREAS, this Agreement sets forth the terms upon which the loan is being provided.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Other Agreements between the Parties.

   This Agreement is not intended to affect any other agreement between the Parties.

2. Furnishing the New Visitor Center.

The City shall provide One Hundred Thousand Dollars ($100,000) of value to Visit Sheboygan (the "Loan") to be used for the furnishings of the visitor center. This may be provided in cash, as an "in kind" contribution, or a combination of cash and in kind contribution. The Common Council of the City authorizes Chad Pelishek to work with Visit Sheboygan in order to determine what combination of cash and in kind contributions are most beneficial to the City and to Visit Sheboygan.

Based on the current construction schedule for the visitor center, it is unclear exactly when Visit Sheboygan will be ready to furnish the visitor center and, therefore, when it will need the loan principal from the City. The Parties' expectation is that the loan principal will not be needed prior to July 31, 2019.

Visit Sheboygan shall request the loan from the City by submitting a written request. In the event that the Parties agree that it is in the best interest of the Parties that an in kind contribution is a component of the Loan, the written request shall provide all necessary details about the in kind distribution. The City shall distribute any cash component of the Loan no later than the later of July 31, 2019 or thirty (30) days after the request is made.

The City shall distribute any in kind contribution that is a component of the Loan as soon as is practicable following the City's actual receipt of such goods; the Parties recognize that an in kind contribution may include goods ordered from one or more vendors, and that the Parties have no control over the availability of the desired goods. The City shall have no liability to Visit Sheboygan in the event that it takes more than thirty (30) days from the date of Visit Sheboygan's request to receive any component of a requested in kind distribution.

In recognition of the Local Government Investment Pool interest that the City is foregoing as a result of the Loan, Visit Sheboygan shall pay the City interest in the amount of Two and Two Tenths Percent (2.2%) per year. This interest shall remain the same regardless of how much cash and how much in kind contributions are provided to Visit Sheboygan. Because the Loan shall be One Hundred Thousand Dollars ($100,000.00), Visit Sheboygan shall repay the City One Hundred Four Thousand Four Hundred Forty Eight Dollars and Forty Cents ($104,448.40) ("Repayment Amount") on or before December 30, 2020.

Visit Sheboygan may, but is not obligated to make any payments to the City between the effective date of this Agreement and December 29, 2020. If Visit Sheboygan makes one or more payments during that time, the payment shall be subtracted from the Repayment Amount to determine the amount outstanding. There shall be no penalty for prepayment, but prepayment shall not result in more than a dollar-for-dollar reduction of the Repayment Amount.

3. Reporting Requirements.

Visit Sheboygan shall, within thirty (30) days of making an expenditure of cash received as part of the Loan, report to the City (in writing) where and how it was spent. Visit Sheboygan shall comply with all other reporting requirements set forth in federal, state, and local law.

In the event that Visit Sheboygan uses any of the cash received as part of the Loan for any purpose other than furnishings of the Visitor Center, or fails to make a required report to the City in the time period set forth above, the City may—in addition to any other right it may have, in law or in equity—declare the loan immediately due and payable.

4. Enforcement of Late Payments.

In the event that Visit Sheboygan's payment set forth in this Agreement becomes more than fifteen (15) days past due, Visit Sheboygan shall pay a late payment charge to the City equal to five percent (5%) of the entire unpaid amount of the Loan. In addition, interest shall continue to accrue at the rate of Two and Two Tenths Percent (2.2%) per year until the Loan is repaid in full, including the late payment charge.

In the event that it is necessary for the City to institute a suit or other action to enforce any right, power, or remedy set forth in this Agreement in relation to this Agreement, the prevailing party shall be entitled to recover its reasonable costs (including attorney fees) incurred from the suit or other action from the losing party.

5. Invoices.

The City shall not have any obligation to prepare invoices, payment requests, or any other form of reminder for the payment identified in this Agreement. The City may, at its sole option, issue formal or informal reminders of any upcoming payment, but the failure to do so shall not create any extension of the deadlines set forth above.

6. General Terms.

a. *Entire Agreement.* The entire agreement of the Parties regarding the Loan is contained herein. This Agreement supersedes any and all oral contracts and negotiations between the Parties with respect to the topics addressed by this Agreement. As mentioned in Section 1, it has no effect on other contracts between these parties.

b. *Amendments.* This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment and signed by the duly authorized agent or agents of the Parties. The Common Council of the City must approve any amendment on behalf of the City.

c. *No Waiver.* No failure to exercise and no delay in exercising any right, power or remedy hereunder on the part of a party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or remedy preclude any other further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the party. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

d. *Severability.* It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

e. *Notice.*

Notices to Visit Sheboygan shall be addressed to:

Amy Wilson, President
Visit Sheboygan,
826 S. 8th Street
Sheboygan, WI 53081

Notices to the City shall be addressed to:

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

Any party may change its address for notice purposes at any time by providing notice to the other parties in writing.

f. *Third Party Rights*. This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including—but not limited to—employees of either of the parties.

g. *Choice of Law and Venue*. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

h. *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.

i. *No 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement Regarding a Loan to Visit Sheboygan, Inc. for Furnishings at its New Visitor Center to be executed by their proper officers on the day and year first written above:

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: 5-28-19

VISIT SHEBOYGAN, INC.

BY: _____
Chad Pelishek, Chairperson

ATTEST: _____
Amy Wilson, President

DATE: 5-28-19

VIII

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

Your Committee to whom was referred Res. No. 10-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan and Visit Sheboygan, Inc. regarding Events Management; recommends approving 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. 10 - 19 - 20. By Alderpersons Donohue and Bohren. May 6, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan and Visit Sheboygan, Inc. regarding Events Management.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan and Visit Sheboygan, Inc. Regarding Events Management, a copy of which is attached hereto and incorporated herein.

Finance/Personnel approve

Lynne Donohue

James A. Bohren

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 AND VISIT SHEBOYGAN, INC. REGARDING EVENTS MANAGEMENT

This Agreement ("Agreement") is made and effective this _____ day of _____, 2019, by and between the City of Sheboygan (the "City"), a municipal corporation and Visit Sheboygan, Inc. ("Visit Sheboygan").

WITNESSETH:

WHEREAS, the City desires to obtain event management services from an organization with the skills and experience necessary to coordinate and manage civic events in the City of Sheboygan, such as the Independence Day Celebration ("IDC") and the Sheboygan Pops Summer Concert Series in Fountain Park ("Summer Concert Series") and at City Green; and

WHEREAS, the IDC, Summer Concert Series, and events at City Green do not meet the definition of "tourism promotion and tourism development" under Wis. Stat. § 66.0615(1)(fm), because they are not "reasonably likely to generate paid overnight [hotel] stays"; and

WHEREAS, although these events do not meet the statutory definition of "tourism promotion and tourism development", the City believes that these are important events; and

WHEREAS, Visit Sheboygan has the event management experience necessary to successfully coordinate and manage these events; and

WHEREAS, Visit Sheboygan is willing to provide the City with the necessary event management services under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions set forth herein, the parties agree as follows:

I. Event Management Services.

A. Visit Sheboygan shall assume responsibility for organizing, promoting and executing the IDC, Summer Concert Series, and City-sponsored events at City Green (collectively the "Events") as follows:

(1) General

a. Visit Sheboygan will coordinate and manage all pre-event logistics and supplier services and needs, on-site

management, sponsorship fulfillment, and post-event functions necessary for each Event to be a success.

b. Any and all agreements with third parties for services related to the Events shall be by and between the third party and Visit Sheboygan.

(2) Independence Day Celebration

a. Visit Sheboygan's responsibilities for the IDC shall include, but are not limited to:

1. Coordination and management of the IDC parade, including: (1) parade entry, (2) coordination of line-up, (3) route management, (4) on-site management, (5) parade marshal coordination, (6) parade judges coordination, (7) winner acknowledgment, and (8) official parade announcements.
2. Negotiation for services and management of all necessary suppliers, such as: (1) porta-potty/metro needs for the parade, (2) the lakeshore parks and fireworks viewing areas, (3) children and family entertainment, (4) tent, (5) fencing, (6) seating and logistical setup, (7) electrical fulfillment, (8) musical entertainment and logistics (including lights, sound, and staging), (9) vendor coordination and specifications for county health code and general safety, (10) signage and promotional material for sponsor fulfillment and public management, (11) advertising production and placement for event promotion and/or public service announcements, and (12) any other supplier relationships that may be necessary to successfully manage the IDC.
3. Coordination and collaboration with the Sheboygan Police Department, Sheboygan Fire Department, Sheboygan Department of Public Works, and any other municipal entities or departments as necessary to ensure public safety and proper use and need for City equipment and services including, but not limited to, public park use, traffic control, on-site security, use and placement of park equipment, trash coordination for parks, street closures, and crowd control.
4. Handle all permits, requests to the Common Council

of the City, reservations to the Sheboygan Department of Public Works, and any other permits, licenses, or permissions necessary to ensure that proper resources and notifications are agreed to in advance by all parties and City departments involved in the IDC.

b. The parties recognize that an exact delineation of the services is not practical, given the broad nature of the IDC, but the parties do agree that the City shall have final approval for all general event schedules of the IDC.

c. Visit Sheboygan shall have no responsibility for the procurement, running or displaying of fireworks.

(3) Summer Concert Series

a. The Summer Concert Series shall consist of approximately six concerts by the Sheboygan Pops Concert Band in Fountain Park.

b. Visit Sheboygan's responsibilities for the Summer Concert Series shall include, but are not limited to:

1. Coordination of dates, reservations, and equipment needs with the Sheboygan Department of Public Works for the Wednesday night Sheboygan Pops Summer Concert Series in Fountain Park.
2. Issuance of payment to the Sheboygan Pops Concert Band for the summer performances based upon negotiated rates agreed to by the City.

(4) City Green

a. Visit Sheboygan agrees to act as the general manager of City Green, including scheduling the space for public events, coordinating the maintenance and upkeep of the space with the calendar of scheduled events, working with organizations to ensure that City event requirements (such as street closures, permits, licenses, equipment needs, and electrical needs) are met, and managing the logistics and promotion for City-sponsored events held at City Green (as provided by I(A)(1) of this Agreement).

II. Sponsorship.

The City shall be responsible for securing funding for the IDC and the Summer Concert Series through sponsorships. Visit Sheboygan shall work and cooperate with the City to solicit prospective sponsors, with the intent of negotiating sponsor agreements between the City and the sponsoring individual, organization or company to procure funds for the IDC and the Summer Concert Series. The City and Visit Sheboygan may also solicit members of the Visit Sheboygan Board to assist in the procurement of sponsorships for the IDC. Visit Sheboygan shall invoice all sponsors on behalf of the City and shall collect all sponsor funds and hold the same for use only for the payment of the costs of the IDC and/or the Summer Concert Series.

III. Cost.

During the Initial Term, Visit Sheboygan shall create a budget to be submitted to the City no later than April 30 for the year's Events. During each year of the Subsequent Term, Visit Sheboygan shall create a budget to be submitted to the City no later than March 31 for the year's Events. The budget shall outline all anticipated event costs, including estimated cost of staff time to plan, coordinate and manage the events, including post-event wrap-up and reconciliation. The Parties' expectation is that the budget for each year's Events will be approximately $160,000. Of the $160,000, approximately $50,000 is expected to be for the IDC fireworks (funded via sponsorship), approximately $50,000 is expected to be for other expenses related to the Events (funded via sponsorship), approximately $50,000 is expected to consist of in-kind donations from the City pursuant to I(A)(2)(a)(3) of this Agreement, and approximately $10,000 is expected to consist of budgeted funds from the City's Planning Department Budget.

If the City's Planning and Development Department Budget for the year includes at least $10,000 for the Events, and Visit Sheboygan's Budget does not exceed $160,000, the Common Council of the City authorizes the City's Director of Planning and Development to review and approve the Budget for the Events. If the City's Planning and Development Department Budget for the year does not include at least $10,000 for the Events, or Visit Sheboygan's Budget exceeds $160,000, the Common Council of the City must review and approve the Budget prior to Visit Sheboygan providing further Services. The City shall be responsible for funding City-sponsored events at City Green. Visit Sheboygan shall manage City-sponsored events at City Green within the limitations of funding provided by the City, and Visit Sheboygan shall invoice the City for the cost of City-sponsored events at City Green upon conclusion of each event. The City agrees to reimburse Visit Sheboygan within the agreed upon budget, within 30 days of receipt of invoice. Visit Sheboygan shall provide evidence of cost, such as receipts and third-party contracts, as necessary and upon request by the City.

In the event sponsor funding exceeds expenses for an Event, Visit Sheboygan will hold the excess funds for the next year's Event, pay the excess funds to the City for future Event expenses, or, with the consent of the City's Director of Planning and Development, use them for the current year's Events. In the event that the Sponsorship efforts (pursuant to Article II) are insufficient at securing the necessary funding to cover the budgeted event expenses, Visit Sheboygan will work with the City on budget cut decisions. Subject to the appropriation of funds by the Common Council, the City

shall have responsibility for covering any shortfall. In no event shall the City have obligation for covering any expenses that exceed the approved Budget.

In the event of an unexpected expense due to an event of force majeure, Visit Sheboygan will contact the City's Director of Planning and Development as soon as practicable. The City and Visit Sheboygan will work collaboratively to determine an appropriate path forward.

IV. Additional City Services.

The City recognizes the Events require use of City land and services. The City agrees to provide use of the following for the Events at no cost:

- Use of Deland Park (including pavilions, shelters, and structures) for the IDC
- Use of Rotary Park and South Pier (including pavilions, shelters, and structures) for the IDC
- Use of Fountain Park (including pavilions, shelters, and structures) for the Summer Concert Series
- Use of City Green (including pavilions, shelters, and structures) for City-sponsored events.
- Use of City streets and lots, upon approval of a parade permit submitted by Visit Sheboygan and approved by the Sheboygan Police Department (as necessary for parade staging and route commencement).
- Appropriate police aid for traffic control and crowd control throughout the IDC
- Appropriate support and equipment from the Sheboygan Department of Public Works for park maintenance, picnic tables, grills, and any other appropriate equipment under the purview of the Department for use during the Events.
- Appropriate support and equipment from the Sheboygan Department of Public Works for park maintenance, picnic tables, grills, and any other appropriate equipment under the purview of the Department for use during the City Green event season.

V. General Provisions.

A. Term. This Agreement shall begin upon the execution by both parties and shall continue until December 31, 2019 ("Initial Term"). It shall automatically renew for successive annual periods ("Subsequent Term") unless a Notice of Nonrenewal is given to one party by the other party at least three (3) months prior to the end of the then-current Term.

B. Default. Should either party be in default of the terms and provisions of this Agreement, and such default continues for more than thirty (30) days after written notice of the same from the non-defaulting party, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. Upon any termination of this Agreement, the City agrees to reimburse Visit Sheboygan for any payments made for outstanding obligations to third-party vendors incurred by Visit Sheboygan for event management services, and Visit Sheboygan agrees to pay the City any excess

unused, excess sponsor funding for procured for events pursuant to this Agreement.

C. Modifications. This Agreement may be modified or amended by the parties at any time provided such changes are mutually agreed to, in writing, and signed by both parties.

D. Assignment by Visit Sheboygan. Visit Sheboygan shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without prior consent of the City in writing.

E. Limitation of Authority. Except as may be specifically provided for with respect to event management services, Visit Sheboygan shall have no power to solicit proposals, bids or contracts on behalf of the City and no authority to bind the City or act in the City's behalf in any manner whatsoever. Visit Sheboygan's authority is hereby limited to those duties and responsibilities specifically enumerated herein.

F. Verification of Expenditures. Visit Sheboygan shall provide a final financial report, including a profit and loss statement, for the Events to the City Administrator or the City Administrator's Designee following the Events and after all invoices have been received, but no later than September 1 of each year. In addition, Visit Sheboygan shall provide all documentation reasonably requested by the City in order to verify expenses. The City's Finance Director/Treasurer shall have access to such books and records of Visit Sheboygan pertaining to activities pursuant to this Agreement.

G. Indemnity. Visit Sheboygan shall indemnify, defend, and hold the City and its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement.

H. Nondiscrimination Provision. In connection with the performance of work under this Agreement, Visit Sheboygan agrees not to discriminate against any employee or applicant for employment on the basis 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 is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Visit Sheboygan further agrees to take affirmative action to ensure equal employment opportunities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

CITY OF SHEBOYGAN	**VISIT SHEBOYGAN, INC.**
BY: _____	**BY:** _____
Michael J. Vandersteen	Chad Pelishek
Mayor	Chairman
ATTEST: _____	**ATTEST:** _____
Meredith DeBruin	Amy L. Wilson
City Clerk	President/CEO
DATED: _____	**DATED:** _____

AGREEMENT BETWEEN THE
CITY OF SHEBOYGAN
AND
VISIT SHEBOYGAN, INC.
REGARDING
EVENTS MANAGEMENT

This Agreement ("Agreement") is made and effective this 28th day of May, 2019, by and between the City of Sheboygan (the "City"), a municipal corporation and Visit Sheboygan, Inc. ("Visit Sheboygan").

WITNESSETH:

WHEREAS, the City desires to obtain event management services from an organization with the skills and experience necessary to coordinate and manage civic events in the City of Sheboygan, such as the Independence Day Celebration ("IDC") and the Sheboygan Pops Summer Concert Series in Fountain Park ("Summer Concert Series") and at City Green; and

WHEREAS, the IDC, Summer Concert Series, and events at City Green do not meet the definition of "tourism promotion and tourism development" under Wis. Stat. § 66.0615(1)(fm), because they are not "reasonably likely to generate paid overnight [hotel] stays"; and

WHEREAS, although these events do not meet the statutory definition of "tourism promotion and tourism development", the City believes that these are important events; and

WHEREAS, Visit Sheboygan has the event management experience necessary to successfully coordinate and manage these events; and

WHEREAS, Visit Sheboygan is willing to provide the City with the necessary event management services under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions set forth herein, the parties agree as follows:

I. Event Management Services.

A. Visit Sheboygan shall assume responsibility for organizing, promoting and executing the IDC, Summer Concert Series, and City-sponsored events at City Green (collectively the "Events") as follows:

(1) General

a. Visit Sheboygan will coordinate and manage all pre-event logistics and supplier services and needs, on-site

management, sponsorship fulfillment, and post-event functions necessary for each Event to be a success.

b. Any and all agreements with third parties for services related to the Events shall be by and between the third party and Visit Sheboygan.

(2) Independence Day Celebration

a. Visit Sheboygan's responsibilities for the IDC shall include, but are not limited to:

1. Coordination and management of the IDC parade, including: (1) parade entry, (2) coordination of line-up, (3) route management, (4) on-site management, (5) parade marshal coordination, (6) parade judges coordination, (7) winner acknowledgment, and (8) official parade announcements.
2. Negotiation for services and management of all necessary suppliers, such as: (1) porta-potty/metro needs for the parade, (2) the lakeshore parks and fireworks viewing areas, (3) children and family entertainment, (4) tent, (5) fencing, (6) seating and logistical setup, (7) electrical fulfillment, (8) musical entertainment and logistics (including lights, sound, and staging), (9) vendor coordination and specifications for county health code and general safety, (10) signage and promotional material for sponsor fulfillment and public management, (11) advertising production and placement for event promotion and/or public service announcements, and (12) any other supplier relationships that may be necessary to successfully manage the IDC.
3. Coordination and collaboration with the Sheboygan Police Department, Sheboygan Fire Department, Sheboygan Department of Public Works, and any other municipal entities or departments as necessary to ensure public safety and proper use and need for City equipment and services including, but not limited to, public park use, traffic control, on-site security, use and placement of park equipment, trash coordination for parks, street closures, and crowd control.
4. Handle all permits, requests to the Common Council

of the City, reservations to the Sheboygan Department of Public Works, and any other permits, licenses, or permissions necessary to ensure that proper resources and notifications are agreed to in advance by all parties and City departments involved in the IDC.

b. The parties recognize that an exact delineation of the services is not practical, given the broad nature of the IDC, but the parties do agree that the City shall have final approval for all general event schedules of the IDC.

c. Visit Sheboygan shall have no responsibility for the procurement, running or displaying of fireworks.

(3) Summer Concert Series

a. The Summer Concert Series shall consist of approximately six concerts by the Sheboygan Pops Concert Band in Fountain Park.

b. Visit Sheboygan's responsibilities for the Summer Concert Series shall include, but are not limited to:

1. Coordination of dates, reservations, and equipment needs with the Sheboygan Department of Public Works for the Wednesday night Sheboygan Pops Summer Concert Series in Fountain Park.
2. Issuance of payment to the Sheboygan Pops Concert Band for the summer performances based upon negotiated rates agreed to by the City.

(4) City Green

a. Visit Sheboygan agrees to act as the general manager of City Green, including scheduling the space for public events, coordinating the maintenance and upkeep of the space with the calendar of scheduled events, working with organizations to ensure that City event requirements (such as street closures, permits, licenses, equipment needs, and electrical needs) are met, and managing the logistics and promotion for City-sponsored events held at City Green (as provided by I(A)(1) of this Agreement).

II. Sponsorship.

The City shall be responsible for securing funding for the IDC and the Summer Concert Series through sponsorships. Visit Sheboygan shall work and cooperate with the City to solicit prospective sponsors, with the intent of negotiating sponsor agreements between the City and the sponsoring individual, organization or company to procure funds for the IDC and the Summer Concert Series. The City and Visit Sheboygan may also solicit members of the Visit Sheboygan Board to assist in the procurement of sponsorships for the IDC. Visit Sheboygan shall invoice all sponsors on behalf of the City and shall collect all sponsor funds and hold the same for use only for the payment of the costs of the IDC and/or the Summer Concert Series.

III. Cost.

During the Initial Term, Visit Sheboygan shall create a budget to be submitted to the City no later than April 30 for the year's Events. During each year of the Subsequent Term, Visit Sheboygan shall create a budget to be submitted to the City no later than March 31 for the year's Events. The budget shall outline all anticipated event costs, including estimated cost of staff time to plan, coordinate and manage the events, including post-event wrap-up and reconciliation. The Parties' expectation is that the budget for each year's Events will be approximately $160,000. Of the $160,000, approximately $50,000 is expected to be for the IDC fireworks (funded via sponsorship), approximately $50,000 is expected to be for other expenses related to the Events (funded via sponsorship), approximately $50,000 is expected to consist of in-kind donations from the City pursuant to I(A)(2)(a)(3) of this Agreement, and approximately $10,000 is expected to consist of budgeted funds from the City's Planning Department Budget.

If the City's Planning and Development Department Budget for the year includes at least $10,000 for the Events, and Visit Sheboygan's Budget does not exceed $160,000, the Common Council of the City authorizes the City's Director of Planning and Development to review and approve the Budget for the Events. If the City's Planning and Development Department Budget for the year does not include at least $10,000 for the Events, or Visit Sheboygan's Budget exceeds $160,000, the Common Council of the City must review and approve the Budget prior to Visit Sheboygan providing further Services. The City shall be responsible for funding City-sponsored events at City Green. Visit Sheboygan shall manage City-sponsored events at City Green within the limitations of funding provided by the City, and Visit Sheboygan shall invoice the City for the cost of City-sponsored events at City Green upon conclusion of each event. The City agrees to reimburse Visit Sheboygan within the agreed upon budget, within 30 days of receipt of invoice. Visit Sheboygan shall provide evidence of cost, such as receipts and third-party contracts, as necessary and upon request by the City.

In the event sponsor funding exceeds expenses for an Event, Visit Sheboygan will hold the excess funds for the next year's Event, pay the excess funds to the City for future Event expenses, or, with the consent of the City's Director of Planning and Development, use them for the current year's Events. In the event that the Sponsorship efforts (pursuant to Article II) are insufficient at securing the necessary funding to cover the budgeted event expenses, Visit Sheboygan will work with the City on budget cut decisions. Subject to the appropriation of funds by the Common Council, the City

shall have responsibility for covering any shortfall. In no event shall the City have obligation for covering any expenses that exceed the approved Budget.

In the event of an unexpected expense due to an event of force majeure, Visit Sheboygan will contact the City's Director of Planning and Development as soon as practicable. The City and Visit Sheboygan will work collaboratively to determine an appropriate path forward.

IV. Additional City Services.

The City recognizes the Events require use of City land and services. The City agrees to provide use of the following for the Events at no cost:

- Use of Deland Park (including pavilions, shelters, and structures) for the IDC
- Use of Rotary Park and South Pier (including pavilions, shelters, and structures) for the IDC
- Use of Fountain Park (including pavilions, shelters, and structures) for the Summer Concert Series
- Use of City Green (including pavilions, shelters, and structures) for City-sponsored events.
- Use of City streets and lots, upon approval of a parade permit submitted by Visit Sheboygan and approved by the Sheboygan Police Department (as necessary for parade staging and route commencement).
- Appropriate police aid for traffic control and crowd control throughout the IDC
- Appropriate support and equipment from the Sheboygan Department of Public Works for park maintenance, picnic tables, grills, and any other appropriate equipment under the purview of the Department for use during the Events.
- Appropriate support and equipment from the Sheboygan Department of Public Works for park maintenance, picnic tables, grills, and any other appropriate equipment under the purview of the Department for use during the City Green event season.

V. General Provisions.

A. Term. This Agreement shall begin upon the execution by both parties and shall continue until December 31, 2019 ("Initial Term"). It shall automatically renew for successive annual periods ("Subsequent Term") unless a Notice of Nonrenewal is given to one party by the other party at least three (3) months prior to the end of the then-current Term.

B. Default. Should either party be in default of the terms and provisions of this Agreement, and such default continues for more than thirty (30) days after written notice of the same from the non-defaulting party, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. Upon any termination of this Agreement, the City agrees to reimburse Visit Sheboygan for any payments made for outstanding obligations to third-party vendors incurred by Visit Sheboygan for event management services, and Visit Sheboygan agrees to pay the City any excess

unused, excess sponsor funding for procured for events pursuant to this Agreement.

C. Modifications. This Agreement may be modified or amended by the parties at any time provided such changes are mutually agreed to, in writing, and signed by both parties.

D. Assignment by Visit Sheboygan. Visit Sheboygan shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without prior consent of the City in writing.

E. Limitation of Authority. Except as may be specifically provided for with respect to event management services, Visit Sheboygan shall have no power to solicit proposals, bids or contracts on behalf of the City and no authority to bind the City or act in the City's behalf in any manner whatsoever. Visit Sheboygan's authority is hereby limited to those duties and responsibilities specifically enumerated herein.

F. Verification of Expenditures. Visit Sheboygan shall provide a final financial report, including a profit and loss statement, for the Events to the City Administrator or the City Administrator's Designee following the Events and after all invoices have been received, but no later than September 1 of each year. In addition, Visit Sheboygan shall provide all documentation reasonably requested by the City in order to verify expenses. The City's Finance Director/Treasurer shall have access to such books and records of Visit Sheboygan pertaining to activities pursuant to this Agreement.

G. Indemnity. Visit Sheboygan shall indemnify, defend, and hold the City and its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement.

H. Nondiscrimination Provision. In connection with the performance of work under this Agreement, Visit Sheboygan agrees not to discriminate against any employee or applicant for employment on the basis 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 is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Visit Sheboygan further agrees to take affirmative action to ensure equal employment opportunities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

	CITY OF SHEBOYGAN	**VISIT SHEBOYGAN, INC.**
BY:	Michael J. Vandersteen Mayor	Chad Pelishek Chairman
ATTEST:	Meredith DeBruin City Clerk	Amy L. Wilson President/CEO
DATED:	5-28-19	5-28-19

VIII

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

Your Committee to whom was referred Res. No. 11-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan, Visit Sheboygan, Inc., and Sheboygan Area Room Tax Commission Regarding Reimbursement of Expenditures Made By the City of Sheboygan Related to Blue Harbor Resort and Conference Center; recommends approving 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

4.5

Res. No. 11 - 19 - 20. By Alderpersons Donohue and Bohren. May 6, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan, Visit Sheboygan, Inc., and Sheboygan Area Room Tax Commission Regarding Reimbursement of Expenditures Made By the City of Sheboygan Related to Blue Harbor Resort and Conference Center.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan, Visit Sheboygan, Inc., and Sheboygan Area Room Tax Commission Regarding Reimbursement of Expenditures Made By the City of Sheboygan Related to Blue Harbor Resort and Conference Center, a copy of which is attached hereto and incorporated herein.

Finance/Personnel approve

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,
VISIT SHEBOYGAN, INC., AND
SHEBOYGAN AREA ROOM TAX COMMISSION

REGARDING REIMBURSEMENT OF EXPENDITURES MADE BY THE CITY OF SHEBOYGAN RELATED TO BLUE HARBOR RESORT AND CONFERENCE CENTER

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2019 (the "Effective Date"), by and between: (1) the City of Sheboygan (the "City"), a municipal corporation, (2) Visit Sheboygan, Inc. ("Visit Sheboygan"), and (3) the Sheboygan Area Room Tax Commission (the "Commission"). Referenced together, the City, Visit Sheboygan, and the Commission are the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, the Redevelopment Authority of the City of Sheboygan, Wisconsin ("Redevelopment Authority") owned certain land on the south shore of the Sheboygan River bordering Lake Michigan in the City of Sheboygan (the "South Pier"); and

WHEREAS, the Redevelopment Authority and the City desired to have the South Pier developed; and

WHEREAS, the Redevelopment Authority and the City determined that it was desirable and in the best interest of the City and its citizens that the first phase of development at the South Pier include a hotel, water park, convention center, parking areas, condominiums, and other associated improvements ("Blue Harbor"); and

WHEREAS, in furtherance of that objective, the Redevelopment Authority and the City executed a number of documents on July 30, 2003, including a: (1) Development Agreement, (2) Ground Lease, and (3) Operating Lease; and

WHEREAS, pursuant to the Development Agreement, the City was to pay for the construction of the convention center, which would be constructed by The Great Lakes Companies, Inc., or Blue Harbor Resort Sheboygan, LLC; and

WHEREAS, pursuant to the Development Agreement, the Redevelopment Authority retained ownership of the land on which the convention center would be built, and the City would own the convention center; and

WHEREAS, pursuant to the Development Agreement, Blue Harbor Resort Sheboygan, LLC[1] would lease the convention center from the City, and operate the convention center; and

WHEREAS, the construction cost for the convention center was $8,200,000; and

WHEREAS, in order to fund the construction cost for the convention center, the City issued taxable Bond Anticipation Notes on November 15, 2003; and

WHEREAS, the City issued General Obligation Taxable Bonds on July 1, 2006 to pay for the Bond Anticipation Notes, and refunded the 2006 Bonds on August 4, 2015 with General Obligation Taxable Bonds; and

WHEREAS, although the General Obligation Taxable Bonds provide that they are general obligations of the City payable from taxes levied on all taxable property in the City without limitation as to rate or amount, the anticipation was that the General Obligation Taxable Bonds would be paid via room tax receipts from Blue Harbor; and

WHEREAS, to protect the City's interests, the Development Agreement contained a guaranteed minimum room tax payment; and

WHEREAS, on January 19, 2015, the Common Council for the City of Sheboygan passed a resolution which observed that, despite the guaranteed minimum room tax provision, the actual room tax receipts had not been sufficient to cover the debt payments and, as a result, the City has been covering the shortfalls; and

WHEREAS, the January 19, 2015 resolution indicated that the convention center debt would be repaid in 2018 and, at that time, the City would be able to determine the total amount of shortfall from the room tax receipts; and

WHEREAS, the January 19, 2015 resolution directed the Finance Director / Treasurer to calculate the amount of shortfall; and

WHEREAS, the Finance Director / Treasurer has determined the amount of the shortfall to be Seven Hundred Forty Nine Thousand Three Hundred Ninety Nine Dollars ($749,399) (the "Shortfall"); and

WHEREAS, the intent of all involved in the process was that room tax receipts would be used to reimburse the City for the funds it contributed to the debt payments for the

[1] The Parties note that in 2011 the Operating Lease with Blue Harbor Resort Sheboygan LLC was terminated and a new Operating Lease was executed with Claremont New Frontier Resort, LLC. This was due to a restructuring of the ownership interests in the various components of the Blue Harbor Resort and Convention Center project.

convention center not covered by actual room tax receipts, as represented by the Shortfall; and

WHEREAS, this reimbursement is permissible under Wis. Stat. § 66.0615(1m)(d); and

WHEREAS, this Agreement sets forth the terms upon which the reimbursement will be accomplished.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Other Agreements between the Parties.

The City is one of the political subdivisions that established the Commission, and is a voting member of the Commission. This Agreement is not intended to affect any other agreement between the City and the Commission.

This Agreement is also not intended to affect any other agreement between the City and Visit Sheboygan.

Wis. Stat. § 66.0515 (the "Room Tax Act") outlines the statutory guidelines on the collection of a tax on the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients by hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are made available to the public (the "Room Tax"). The Commission is charged with coordinating tourism promotion and development for the Tourism Zone, which includes the usage of the Room Tax. Visit Sheboygan is currently the recipient of 70% of the Room Tax. Other than, to the extent required by law, to approve the reimbursement to the City addressed by this Agreement, this Agreement does not affect any agreement between any of the Parties and any other entity (including any of the other Parties) relating to Room Tax.

2. Repayment of the Blue Harbor Debt Service.

The Commission instructs Visit Sheboygan to repay the City for the debt service payments it made toward the convention center above and beyond the room tax receipts received from Blue Harbor. This repayment shall be actually received by the City on the following schedule:

December 30, 2019: $100,000
December 30, 2020: $100,000
December 30, 2021: $125,000
December 29, 2022: $125,000
December 28, 2023: $125,000
December 30, 2024: $125,000

December 30, 2025: $49,399

(Collectively the "Reimbursement").

So long as the Reimbursement Payments are made timely, no interest shall be calculated on the Reimbursement.

Visit Sheboygan may, but is not obligated to make any payments to the City regarding the Reimbursement other than as set forth above. If Visit Sheboygan decides to make payments on a faster schedule than that set forth above, there shall be no penalty, but prepayment shall not result in more than a dollar-for-dollar reduction of the total amount of Reimbursement.

3. Enforcement of Late Payments.

In the event any payment from Visit Sheboygan to the City set forth in this Agreement becomes more than fifteen (15) days past due, Visit Sheboygan shall pay a late payment charge to the City equal to five percent (5%) of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to delinquent installments for purposes of this provision.

In the event that it is necessary for the City to institute a suit or other action to enforce any right, power, or remedy set forth in this Agreement in relation to this Agreement, the prevailing party shall be entitled to recover its reasonable costs (including attorney fees) incurred from the suit or other action from the losing party.

4. Consent of the Sheboygan Area Room Tax Commission

For the avoidance of doubt, to the extent required by Wis. Stat. § 66.0515, or any other federal, state, or local law, the Sheboygan Area Room Tax Commission explicitly consents to the usage of Room Tax by Visit Sheboygan as set forth in this Agreement.

5. Invoices.

The City shall not have any obligation to prepare invoices, payment requests, or any other form of reminder for the payments identified in this Agreement. The City may, at its sole option, issue formal or informal reminders of upcoming payments, but the failure to do so shall not create any extension of the deadlines set forth above.

6. General Terms.

a. *Entire Agreement.* The entire agreement of the Parties regarding the Reimbursement is contained herein. This Agreement supersedes any and all oral contracts and negotiations between the Parties with respect to the topics addressed by this Agreement. As mentioned in Section 1, it has no effect on other contracts between these parties.

b. *Amendments.* This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment and signed by the duly authorized agent or agents of the Parties. The Common Council of the City must approve any amendment on behalf of the City.

c. *No Waiver.* No failure to exercise and no delay in exercising any right, power or remedy hereunder on the part of a party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or remedy preclude any other further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the party. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

d. *Severability.* It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

e. *Notice.*

Notices to Visit Sheboygan shall be addressed to:

Amy Wilson, President
Visit Sheboygan,
826 S. 8th Street
Sheboygan, WI 53081

Notes to the Sheboygan Area Room Tax Commission shall be addressed to:

Chad Pelishek
Sheboygan Area Room Tax Commission
828 Center Avenue
Sheboygan, WI 53081

Notices to the City shall be addressed to:

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

Any party may change its address for notice purposes at any time by providing notice to the other parties in writing, at the addresses set forth above.

f. *Third Party Rights.* This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including—but not limited to—employees of either of the parties.

g. *Choice of Law and Venue.* This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

h. *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.

i. *No 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement Regarding Reimbursement of Expenditures Made by the City of Sheboygan Related to Blue Harbor Resort and Conference Center to be executed by their proper officers on the day and year first written above:

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

VISIT SHEBOYGAN, INC.

BY: _____
Chad Pelishek, Chairperson

ATTEST: _____
Amy Wilson, President

DATE: _____

SHEBOYGAN AREA ROOM TAX COMMISSION

BY: _____
Chad Pelishek, Commission Chairperson

ATTEST: _____
Michael Vandersteen, Commission Vice-Chairperson

DATE: _____

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN,
VISIT SHEBOYGAN, INC., AND
SHEBOYGAN AREA ROOM TAX COMMISSION

REGARDING REIMBURSEMENT OF EXPENDITURES MADE BY THE CITY OF SHEBOYGAN RELATED TO BLUE HARBOR RESORT AND CONFERENCE CENTER

This Agreement ("Agreement") is made and entered into effective this 28th day of May, 2019 (the "Effective Date"), by and between: (1) the City of Sheboygan (the "City"), a municipal corporation, (2) Visit Sheboygan, Inc. ("Visit Sheboygan"), and (3) the Sheboygan Area Room Tax Commission (the "Commission"). Referenced together, the City, Visit Sheboygan, and the Commission are the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, the Redevelopment Authority of the City of Sheboygan, Wisconsin ("Redevelopment Authority") owned certain land on the south shore of the Sheboygan River bordering Lake Michigan in the City of Sheboygan (the "South Pier"); and

WHEREAS, the Redevelopment Authority and the City desired to have the South Pier developed; and

WHEREAS, the Redevelopment Authority and the City determined that it was desirable and in the best interest of the City and its citizens that the first phase of development at the South Pier include a hotel, water park, convention center, parking areas, condominiums, and other associated improvements ("Blue Harbor"); and

WHEREAS, in furtherance of that objective, the Redevelopment Authority and the City executed a number of documents on July 30, 2003, including a: (1) Development Agreement, (2) Ground Lease, and (3) Operating Lease; and

WHEREAS, pursuant to the Development Agreement, the City was to pay for the construction of the convention center, which would be constructed by The Great Lakes Companies, Inc., or Blue Harbor Resort Sheboygan, LLC; and

WHEREAS, pursuant to the Development Agreement, the Redevelopment Authority retained ownership of the land on which the convention center would be built, and the City would own the convention center; and

WHEREAS, pursuant to the Development Agreement, Blue Harbor Resort Sheboygan, LLC[1] would lease the convention center from the City, and operate the convention center; and

WHEREAS, the construction cost for the convention center was $8,200,000; and

WHEREAS, in order to fund the construction cost for the convention center, the City issued taxable Bond Anticipation Notes on November 15, 2003; and

WHEREAS, the City issued General Obligation Taxable Bonds on July 1, 2006 to pay for the Bond Anticipation Notes, and refunded the 2006 Bonds on August 4, 2015 with General Obligation Taxable Bonds; and

WHEREAS, although the General Obligation Taxable Bonds provide that they are general obligations of the City payable from taxes levied on all taxable property in the City without limitation as to rate or amount, the anticipation was that the General Obligation Taxable Bonds would be paid via room tax receipts from Blue Harbor; and

WHEREAS, to protect the City's interests, the Development Agreement contained a guaranteed minimum room tax payment; and

WHEREAS, on January 19, 2015, the Common Council for the City of Sheboygan passed a resolution which observed that, despite the guaranteed minimum room tax provision, the actual room tax receipts had not been sufficient to cover the debt payments and, as a result, the City has been covering the shortfalls; and

WHEREAS, the January 19, 2015 resolution indicated that the convention center debt would be repaid in 2018 and, at that time, the City would be able to determine the total amount of shortfall from the room tax receipts; and

WHEREAS, the January 19, 2015 resolution directed the Finance Director / Treasurer to calculate the amount of shortfall; and

WHEREAS, the Finance Director / Treasurer has determined the amount of the shortfall to be Seven Hundred Forty Nine Thousand Three Hundred Ninety Nine Dollars ($749,399) (the "Shortfall"); and

WHEREAS, the intent of all involved in the process was that room tax receipts would be used to reimburse the City for the funds it contributed to the debt payments for the

[1] The Parties note that in 2011 the Operating Lease with Blue Harbor Resort Sheboygan LLC was terminated and a new Operating Lease was executed with Claremont New Frontier Resort, LLC. This was due to a restructuring of the ownership interests in the various components of the Blue Harbor Resort and Convention Center project.

convention center not covered by actual room tax receipts, as represented by the Shortfall; and

WHEREAS, this reimbursement is permissible under Wis. Stat. § 66.0615(1m)(d); and

WHEREAS, this Agreement sets forth the terms upon which the reimbursement will be accomplished.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Other Agreements between the Parties.

The City is one of the political subdivisions that established the Commission, and is a voting member of the Commission. This Agreement is not intended to affect any other agreement between the City and the Commission.

This Agreement is also not intended to affect any other agreement between the City and Visit Sheboygan.

Wis. Stat. § 66.0515 (the "Room Tax Act") outlines the statutory guidelines on the collection of a tax on the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients by hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are made available to the public (the "Room Tax"). The Commission is charged with coordinating tourism promotion and development for the Tourism Zone, which includes the usage of the Room Tax. Visit Sheboygan is currently the recipient of 70% of the Room Tax. Other than, to the extent required by law, to approve the reimbursement to the City addressed by this Agreement, this Agreement does not affect any agreement between any of the Parties and any other entity (including any of the other Parties) relating to Room Tax.

2. Repayment of the Blue Harbor Debt Service.

The Commission instructs Visit Sheboygan to repay the City for the debt service payments it made toward the convention center above and beyond the room tax receipts received from Blue Harbor. This repayment shall be actually received by the City on the following schedule:

December 30, 2019: $100,000
December 30, 2020: $100,000
December 30, 2021: $125,000
December 29, 2022: $125,000
December 28, 2023: $125,000
December 30, 2024: $125,000

December 30, 2025: $49,399

(Collectively the "Reimbursement").

So long as the Reimbursement Payments are made timely, no interest shall be calculated on the Reimbursement.

Visit Sheboygan may, but is not obligated to make any payments to the City regarding the Reimbursement other than as set forth above. If Visit Sheboygan decides to make payments on a faster schedule than that set forth above, there shall be no penalty, but prepayment shall not result in more than a dollar-for-dollar reduction of the total amount of Reimbursement.

3. Enforcement of Late Payments.

In the event any payment from Visit Sheboygan to the City set forth in this Agreement becomes more than fifteen (15) days past due, Visit Sheboygan shall pay a late payment charge to the City equal to five percent (5%) of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to delinquent installments for purposes of this provision.

In the event that it is necessary for the City to institute a suit or other action to enforce any right, power, or remedy set forth in this Agreement in relation to this Agreement, the prevailing party shall be entitled to recover its reasonable costs (including attorney fees) incurred from the suit or other action from the losing party.

4. Consent of the Sheboygan Area Room Tax Commission

For the avoidance of doubt, to the extent required by Wis. Stat. § 66.0515, or any other federal, state, or local law, the Sheboygan Area Room Tax Commission explicitly consents to the usage of Room Tax by Visit Sheboygan as set forth in this Agreement.

5. Invoices.

The City shall not have any obligation to prepare invoices, payment requests, or any other form of reminder for the payments identified in this Agreement. The City may, at its sole option, issue formal or informal reminders of upcoming payments, but the failure to do so shall not create any extension of the deadlines set forth above.

6. General Terms.

a. *Entire Agreement*. The entire agreement of the Parties regarding the Reimbursement is contained herein. This Agreement supersedes any and all oral contracts and negotiations between the Parties with respect to the topics addressed by this Agreement. As mentioned in Section 1, it has no effect on other contracts between these parties.

b. *Amendments*. This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment and signed by the duly authorized agent or agents of the Parties. The Common Council of the City must approve any amendment on behalf of the City.

c. *No Waiver*. No failure to exercise and no delay in exercising any right, power or remedy hereunder on the part of a party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or remedy preclude any other further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the party. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

d. *Severability*. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

e. *Notice*.

Notices to Visit Sheboygan shall be addressed to:

Amy Wilson, President
Visit Sheboygan,
826 S. 8th Street
Sheboygan, WI 53081

Notes to the Sheboygan Area Room Tax Commission shall be addressed to:

Chad Pelishek
Sheboygan Area Room Tax Commission
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Sheboygan, WI 53081

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Sheboygan, Wisconsin 53081

Any party may change its address for notice purposes at any time by providing notice to the other parties in writing, at the addresses set forth above.

f. *Third Party Rights*. This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including—but not limited to—employees of either of the parties.

g. *Choice of Law and Venue*. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

h. *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.

i. *No 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement Regarding Reimbursement of Expenditures Made by the City of Sheboygan Related to Blue Harbor Resort and Conference Center to be executed by their proper officers on the day and year first written above:

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: 5-28-19

VISIT SHEBOYGAN, INC.

BY: _____
Chad Pelishek, Chairperson

ATTEST: _____
Amy Wilson, President

DATE: 5-28-19

SHEBOYGAN AREA ROOM TAX COMMISSION

BY: _____
Chad Pelishek, Commission Chairperson

ATTEST: _____
Michael Vandersteen, Commission Vice-Chairperson

DATE: 5-28-19

VIII

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

Your Committee to whom was referred Res. No. 14-19-20 by Alderpersons Sorenson and Mitchell authorizing the Purchasing Agent to issue a purchase order for the purchase of a Battalion Chief vehicle for the Sheboygan Fire Department; recommends approving 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

4.8

Res. No. 14 - 19 - 20. By Alderpersons Sorenson and Mitchell.
May 6, 2019.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of a Battalion Chief vehicle for the Sheboygan Fire Department.

WHEREAS, there is funding in the 2019 Capital Improvements Budget for the purchase of, among other things, one (1) full size four-wheel drive pickup truck with fiberglass cap to be used as a command vehicle; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the State of Wisconsin has a number of cooperative purchasing agreements, which municipalities may use to take advantage of competitive, pre-negotiated prices; and

WHEREAS, having reviewed the State of Wisconsin's cooperative purchasing agreements for the purchase of vehicles, City staff believes, and the Council agrees that this is the best procurement method for this purchase; and

WHEREAS, once the Vehicle has been received, the vehicle that is being replaced will be put to public auction.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald Automotive Group of Oconomowoc, Wisconsin for the purchase of: One (1) 2019 model Ford F-150 4WD Pickup with Fiberglass Cargo cap.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-M19-2019VEHICS-04), a copy of which is available at vendornet.wi.gov.

HHS approve

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of $34,845.00, which includes license and title fees, from the 2019 Capital Improvement Fund - Vehicles Account No. 47822100-641100 for the purchase of the Vehicle and its associated license and title fees.

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 PUBLIC WORKS COMMITTEE. May 20, 2019.

Your Committee to whom was referred Res. No. 15-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute the Amendment to Agreement Between the Mid-Lake Softball Organization, Inc. and the City of Sheboygan; recommends approving 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

4.9

Res. No. 15 - 19 - 20. By Alderpersons Wolf and Sorenson. May 6, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Amendment to Agreement Between the Mid-Lake Softball Organization, Inc. and the City of Sheboygan.

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

Public Works approve

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

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

This Amendment amends the Agreement between the Mid-Lake Softball Organization, Inc. ("Mid-Lake") and the City of Sheboygan ("City") ("Agreement"). The Agreement was originally executed on February 6, 2015. Except as specified herein, the Agreement remains unchanged and in full force and effect.

The parties hereto are the parties to the Agreement and, for good and valuable consideration, mutually agree to the following amendment to the Agreement:

1. Section 2(e) of the Agreement stated: "[Mid-Lake] shall utilize their best efforts to return to the City, each year, [twenty percent (20%)] or more of the gross revenues from [Mid-Lake]'s operation of the Wildwood Softball Complex during that year, which said funds shall be held by the City for use exclusively for softball facility improvements as approved by the City."
2. As of the effective date of this Amendment, Mid-Lake has not yet returned any gross revenue from their 2017 or 2018 operations at Wildwood Softball Complex to the City. The Initial Deposit found in Paragraph 3 of this Amendment shall constitute Mid-Lake's "best efforts to return" a portion of Mid-Lake's gross revenue from its 2017 and 2018 operations, to be used for improvements to Wildwood Softball Complex.
3. For purposes of the 2017, 2018, and 2019 operations at Wildwood Softball Complex, Section 2(e) of the Agreement shall be amended to state, in its entirety:

> Within three (3) business days of the approval of the Amendment by the Common Council of the City of Sheboygan, Mid-Lake shall create a segregated Improvements Fund, separate and distinct from any bank accounts used for Mid-Lake's operational revenue and expenditure, and shall deposit at least Twenty Thousand Dollars ($20,000) in that Improvements Fund ("Initial Deposit"). On or before November 1, 2019, Mid-Lake shall deposit an additional Ten Thousand Dollars ($10,000) in that Improvements Fund ("2019 Deposit"). Mid-Lake shall provide the City with proof of compliance regarding the creation of the Improvements Fund and the deposits required for the Initial Deposit and the 2019 Deposit within three (3) business days of when it creates the

Improvements Fund and when it makes the Initial Deposit and the 2019 Deposit.

Mid-Lake may only withdraw funds from the Improvements Fund for capital expenses. All withdrawals must be approved by the City's Director of Public Works or the designee of the City's Director of Public Works (collectively "City's Director") in advance. Mid-Lake shall provide all details reasonably requested by the City's Director related to the expenditure in order for the City's Director to evaluate the request. Depending on the nature of the proposed expenditure, the City's Director may need to report the proposed withdrawal to the Common Council of the City of Sheboygan ("Common Council") or the Public Works Committee of the Common Council ("Public Works Committee") prior to being able to approve the proposed expenditure. For the avoidance of doubt, the City shall have no liability to Mid-Lake if the price of a proposed expenditure increases as a result of the passage of time while the City is reviewing the proposed expenditure.

On or before November 1, 2019, and within five (5) days of a request from the City's Director, Mid-Lake shall make its financial records, as they exist at that time, available to the City for inspection. In addition, following a request from the City's Director, Mid-Lake will have—at its sole expense—an audited financial report prepared and submitted to the City.

In addition to any other action or inaction which could constitute a default under this Agreement, the following shall each constitute a default: (1) failure to timely create, make, or provide proof of the Initial Deposit or the 2019 Deposit (time being of the essence); (2) an unauthorized expenditure from the Improvements Fund; and (3) the failure to make its financial records available to the City pursuant to this section (time being of the essence). A default of this section shall permit the City's Director—in addition to any other remedy in law or equity—to terminate this Agreement as provided under Section 16 of the Agreement, except that a default of this section shall only require seven (7) days notice.

In the event the Agreement is terminated prior to December 31, 2019 or Mid-Lake ceases to conduct operations at Wildwood Softball Complex for any reason, the Improvements Fund shall

revert to the City to be used for expenditures related to Wildwood Softball Complex.

4. For the avoidance of doubt, the amendment to Section 2(e) stated above shall have no effect on operations at Wildwood Softball Complex prior to 2017. In other words, Section 2(e) as originally stated in the Agreement shall apply to such operations.
5. As part of the amendment to Section 2(e) incorporates what had been addressed by Section 8 of the Agreement, Section 8 shall have no additional affect on operations at Wildwood Softball Complex on or after the effective date of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement between the Mid-Lake Softball Organization, Inc. and the City of Sheboygan as of _____ ____, 2019.

CITY: **CITY OF SHEBOYGAN, WISCONSIN**

By: _____
Mike Vandersteen, Mayor

ATTEST:

By: _____
Meredith DeBruin, City Clerk

DATE: _____

MID-LAKE: **MID-LAKE SOFTBALL ORGANIZATION, INC.**

By: _____

DATE: _____

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

This Amendment amends the Agreement between the Mid-Lake Softball Organization, Inc. ("Mid-Lake") and the City of Sheboygan ("City") ("Agreement"). The Agreement was originally executed on February 6, 2015. Except as specified herein, the Agreement remains unchanged and in full force and effect.

The parties hereto are the parties to the Agreement and, for good and valuable consideration, mutually agree to the following amendment to the Agreement:

1. Section 2(e) of the Agreement stated: "[Mid-Lake] shall utilize their best efforts to return to the City, each year, [twenty percent (20%)] or more of the gross revenues from [Mid-Lake]'s operation of the Wildwood Softball Complex during that year, which said funds shall be held by the City for use exclusively for softball facility improvements as approved by the City."
2. As of the effective date of this Amendment, Mid-Lake has not yet returned any gross revenue from their 2017 or 2018 operations at Wildwood Softball Complex to the City. The Initial Deposit found in Paragraph 3 of this Amendment shall constitute Mid-Lake's "best efforts to return" a portion of Mid-Lake's gross revenue from its 2017 and 2018 operations, to be used for improvements to Wildwood Softball Complex.
3. For purposes of the 2017, 2018, and 2019 operations at Wildwood Softball Complex, Section 2(e) of the Agreement shall be amended to state, in its entirety:

> Within three (3) business days of the approval of the Amendment by the Common Council of the City of Sheboygan, Mid-Lake shall create a segregated Improvements Fund, separate and distinct from any bank accounts used for Mid-Lake's operational revenue and expenditure, and shall deposit at least Twenty Thousand Dollars ($20,000) in that Improvements Fund ("Initial Deposit"). On or before November 1, 2019, Mid-Lake shall deposit an additional Ten Thousand Dollars ($10,000) in that Improvements Fund ("2019 Deposit"). Mid-Lake shall provide the City with proof of compliance regarding the creation of the Improvements Fund and the deposits required for the Initial Deposit and the 2019 Deposit within three (3) business days of when it creates the

Improvements Fund and when it makes the Initial Deposit and the 2019 Deposit.

Mid-Lake may only withdraw funds from the Improvements Fund for capital expenses. All withdrawals must be approved by the City's Director of Public Works or the designee of the City's Director of Public Works (collectively "City's Director") in advance. Mid-Lake shall provide all details reasonably requested by the City's Director related to the expenditure in order for the City's Director to evaluate the request. Depending on the nature of the proposed expenditure, the City's Director may need to report the proposed withdrawal to the Common Council of the City of Sheboygan ("Common Council") or the Public Works Committee of the Common Council ("Public Works Committee") prior to being able to approve the proposed expenditure. For the avoidance of doubt, the City shall have no liability to Mid-Lake if the price of a proposed expenditure increases as a result of the passage of time while the City is reviewing the proposed expenditure.

On or before November 1, 2019, and within five (5) days of a request from the City's Director, Mid-Lake shall make its financial records, as they exist at that time, available to the City for inspection. In addition, following a request from the City's Director, Mid-Lake will have—at its sole expense—an audited financial report prepared and submitted to the City.

In addition to any other action or inaction which could constitute a default under this Agreement, the following shall each constitute a default: (1) failure to timely create, make, or provide proof of the Initial Deposit or the 2019 Deposit (time being of the essence); (2) an unauthorized expenditure from the Improvements Fund; and (3) the failure to make its financial records available to the City pursuant to this section (time being of the essence). A default of this section shall permit the City's Director—in addition to any other remedy in law or equity—to terminate this Agreement as provided under Section 16 of the Agreement, except that a default of this section shall only require seven (7) days notice.

In the event the Agreement is terminated prior to December 31, 2019 or Mid-Lake ceases to conduct operations at Wildwood Softball Complex for any reason, the Improvements Fund shall

revert to the City to be used for expenditures related to Wildwood Softball Complex.

4. For the avoidance of doubt, the amendment to Section 2(e) stated above shall have no effect on operations at Wildwood Softball Complex prior to 2017. In other words, Section 2(e) as originally stated in the Agreement shall apply to such operations.
5. As part of the amendment to Section 2(e) incorporates what had been addressed by Section 8 of the Agreement, Section 8 shall have no additional affect on operations at Wildwood Softball Complex on or after the effective date of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement between the Mid-Lake Softball Organization, Inc. and the City of Sheboygan as of August 5, 2019.

CITY: CITY OF SHEBOYGAN, WISCONSIN

By: _____
Mike Vandersteen, Mayor

ATTEST: By: _____
Meredith DeBruin, City Clerk

DATE: May 29, 2019

MID-LAKE: MID-LAKE SOFTBALL ORGANIZATION, INC.

By: _____

DATE: 8-5-19

TX

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

Your Committee to whom was referred Gen. Ord. No. 2-19-20 by Alderpersons Sorenson and Mitchell repealing and recreating various sections of the Municipal Code so as to reflect the name change of the senior activity center department to the senior services department; recommends approving the Ordinance.

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

X

6.2

Gen. Ord. No. 2 - 19 - 20. By Alderpersons Sorenson and Mitchell.
May 6, 2019.

AN ORDINANCE repealing and recreating various sections of the Municipal Code so as to reflect the name change of the senior activity center department to the senior services department.

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

Section 1. Section 2-726 of the Municipal Code entitled "Composition" is hereby repealed and recreated to read as follows:

"Sec. 2-726. Composition.

The senior activity center commission shall consist of nine voting members, composed of eight citizen members and one council member. The director of senior services shall be a non-voting ex-officio member. A minimum of three of the citizen members shall be members of the Friends of the Senior Activity Center. The names of the citizen members shall be recommended to the mayor by the senior activity center commission, and shall represent a cross-section of the community. Final appointments shall be made by the mayor, subject to approval by the common council."

Section 2. Section 82-70 of the Municipal Code entitled "Non-represented, exempt employees" is hereby repealed and recreated to read as follows:

"Sec. 82-70. Non-represented, exempt employees.

The following non-represented employees are exempt under the Fair Labor Standards Act:

Attorney Department
City attorney (elected)
Assistant city attorney

Assessor Department
City assessor

City Administrator Department
City Administrator

Finance Department
Finance director
Comptroller/treasurer
Auditor/analyst
Accountant

DHS approve

Public Works Department
- Director of public works
- City engineer
- Superintendent - WWTP
- Superintendent of streets
- Superintendent of parks
- Superintendent of buildings and grounds
- Maintenance supervisor - WWTP
- Vehicle and equipment supervisor
- Supervisor of operations—Streets
- Environmental engineer
- Chemist - WWTP
- Naturalist

Fire Department
- Fire chief
- Assistant fire chief
- Deputy chief
- Battalion chief

City Clerk's Department
- City clerk (elected)

Police Department
- Chief of police
- Administrative assistant/Office supervisor

Human Resources Department
- Director of human resources
- Benefits analyst

City Development Department
- Director of city development
- Planning and zoning manager
- Community development specialist
- Neighborhood development planner

Information Technology Department
- Information technology director
- Systems analyst
- TV programmer director - WSCS
- TV production coordinator - WSCS

Parking and Transit Utility
- Director of parking and transit

Transit operations supervisor/dispatch

Senior Services Department
Director of senior services

Municipal Court
PT municipal court judge (elected)

Mayor's Office
Mayor (elected)"

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.

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

IX

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

Your Committee to whom was referred Gen. Ord. No. 3-19-20 by Alderpersons Wolf and Sorenson placing stop signs at the northwest and southeast corners of the intersection of S. 22nd Street and Elm Avenue and removing them from the southwest and northeast corners of said intersection; recommends approving the Ordinance.

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

X

6.3

Gen. Ord. No. 3 - 19 - 20. By Alderpersons Wolf and Sorenson.
May 6, 2019.

AN ORDINANCE placing stop signs at the northwest and southeast corners of the intersection of S. 22nd Street and Elm Avenue and removing them from the southwest and northeast corners of said intersection.

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

Section 1. Gen. Ord. No. 22-13-14, which placed stop signs requiring eastbound and westbound traffic on Elm Avenue to stop at the intersection of S. 22nd Street and Elm Avenue (and thereby repealed Gen. Ord. No. 37-93-94, which placed yield signs requiring traffic on S. 22nd Street to yield to traffic on Elm Avenue), is hereby repealed.

Section 2. Pursuant to Section 118-51 of the Municipal Code entitled, "Erection of Official Signs," stop signs shall be added requiring northbound and southbound traffic on S. 22nd Street to stop at the intersection of S. 22nd Street and Elm Avenue.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove signs conflicting with this ordinance and to add appropriate signs to give notification of the aforementioned change.

Section 4. 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 approve

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

II

3.1

R. O. No. 19 - 19 - 20. By CAPITAL IMPROVEMENTS COMMISSION. May 20, 2019.

Your Commission to whom was referred DIRECT REFERRAL R. O. No. 1-19-20 by City Administrator Darrell Hofland submitting Capital Improvements Program (CIP) Requests for the years 2020 -2024; recommends filing the document with the amended Capital Improvements Program.

CAPITAL IMPROVEMENTS COMMISSION

Reg.

II

DIRECT REFERRAL TO CAPITAL IMPROVEMENTS COMMISSION

R. O. No. 1 - 19 - 20. BY CITY ADMINISTRATOR DARRELL HOFLAND.
April 30, 2019.

Submitting Capital Improvements Program (CIP) Requests for the years 2020 - 2024.

City Administrator Darrell Hofland

Capital Improvements
4-30-19 hold
5-7-19 actfile with amended CIP.

2020 - 2024 Capital Improvement Program List

	Color / Abbreviation Key:											
	Yellow - Previously approved in same year											
	Blue - Previously approved in a different year		2020		2021		2022		2023		2024	Total
	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive	Executive
	REVENUES											
	Property Tax Levy											
	Police	1	$208,000		$212,000		$217,000		$190,000		$150,000	$977,000
	Street Improvement and Sidewalks	2	$500,000		$500,000		$500,000		$500,000		$500,000	$2,500,000
	General Government Projects	3	$100,492		$60,000		$60,000		$107,000		$100,000	$427,492
	Park, Forest and Open Space Fund	5	$110,000		$110,000		$110,000		$110,000		$110,000	$550,000
	Park Impact Fee Fund	7	$50,000		$40,000		$25,000		$25,000		$40,000	$180,000
	Vehicle / Land Sales	8	$91,000		$111,500		$136,000		$146,000		$105,500	$590,000
	County / State / Federal Grants	9	$1,205,026		$2,707,520		$3,032,000		$1,200,000		$2,850,000	$10,994,546
	Other Municipality Contributions (County Sales Tax)	10	$411,000		$411,000		$411,000		$411,000		$411,000	$2,055,000
	G. O. Borrowed Funds	11	$3,580,546		$4,013,158		$3,967,428		$3,628,250		$3,393,750	$18,583,132
	Other Borrowed Funds	12	$3,046,400		$18,671,400		$16,310,000		$1,793,000		$0	$39,820,800
	Donations	13	$45,300		$835,000		$0		$0		$0	$880,300
	User Fees	14	$5,181,000		$4,884,000		$4,127,000		$3,991,000		$3,059,000	$21,242,000
	Special Assessment	15	$100,000		$100,000		$100,000		$100,000		$16,500	$416,500
	Vehicle Registration Fee	16	$791,750		$791,750		$791,750		$791,750		$791,750	$3,958,750
	Other/CDBG	17	$0		$0		$0		$0		$0	$0
	Fund Balance	18	$499,000		$434,750		$559,500		$315,000		$886,250	$2,694,500
	TOTAL REVENUE		$15,919,514		$33,882,078		$30,346,678		$13,308,000		$12,413,750	$105,870,020
	EXPENDITURES											
	City Buildings											
M	Municipal Service Building - HVAC System	11	$110,000		$0		$0		$0		$0	$110,000
	Municipal Service Building - Office Improvements	11	$25,000		$0		$0		$0		$0	$25,000
	Municipal Service Building - Garage Drain Improvements		$0	11	$90,000		$0		$0		$0	$90,000
	Senior Activity Center - Roof Replacement		$0	11	$275,000		$0		$0		$0	$275,000
	Municipal Service Building - Vehicle Wash Facility Upgrade		$0	11	$100,000		$0		$0		$0	$100,000
	Municipal Service Building - Electrical and Generator Design		$0		$0	11	$25,000		$0		$0	$25,000

2020 - 2024 Capital Improvement Program List

			2020		2021		2022		2023		2024		Total
	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2020		2021		2022		2023		2024		Total
	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive		Executive
	City Buildings (continued)												
	Municipal Service Building - Generator Replacement		$0		$0		$0	11	$185,000		$0		$185,000
	Municipal Service Building - Main Electrical Panel Update		$0		$0		$0	11	$80,000		$0		$80,000
	Municipal Service Building - Engineering Office Windows		$0		$0		$0		$0	11	$100,000		$100,000
	Total - City Buildings		$135,000		$465,000		$25,000		$265,000		$100,000		$990,000
	Police												
M	Marked K-9 Vehicle	1,8	$45,300		$0		$0		$0		$0		$45,300
M	Unmarked Vehicle - Sport Utility Vehicle	1,8	$43,000		$0		$0		$0		$0		$43,000
M	Marked Vehicles - Sport Utility Vehicles (4)	1,8	$164,000		$0		$0		$0		$0		$164,000
	Parking Lot - Impound Area Improvements	1	$45,000		$0		$0		$0		$0		$45,000
M	HVAC Control - Secure Entry Systems	11	$195,000		$0		$0		$0		$0		$195,000
	Squad computers		$0	$1	$66,000		$0		$0		$0		$66,000
	Unmarked Vehicles (2)		$0	1,8	$86,000		$0		$0		$0		$86,000
	Unmarked Vehicle - Sport Utility Vehicle		$0	1,8	$43,000		$0		$0		$0		$43,000
	Marked Vehicle - Sport Utility Vehicle		$0	1,8	$43,000		$0		$0		$0		$43,000
	Marked Vehicle - Sport Utility Vehicles (5)		$0		$0	1,8	$225,000		$0		$0		$225,000
	Unmarked Vehicle - Sport Utility Vehicle		$0		$0	1,8	$44,000		$0		$0		$44,000
	Patrol Wagon		$0		$0		$0	1,8	$50,000		$0		$50,000
	Marked Vehicles - Sport Utility Vehicles (4)		$0		$0		$0	1,8	$184,000		$0		$184,000
	Police Range Remediation		$0		$0		$0	11	$45,000		$0		$45,000
	Marked Vehicles - Sport Utility Vehicles (4)		$0		$0		$0		$0	1,8	$190,000		$190,000
	Total - Police		$492,300		$238,000		$269,000		$279,000		$190,000		$1,468,300
	Fire												
M	Station Two	11	$317,644		$0		$0		$0		$0		$317,644
	Engine		$0	8,11	$620,000		$0		$0		$0		$620,000
	Station Three - Phase 1 of 3		$0	11	$140,000		$0		$0		$0		$140,000
	Training Facility		$0	13	$835,000		$0		$0		$0		$835,000
	Station Three - Phase 2 of 3		$0		$0	11	$200,000		$0		$0		$200,000

2020 - 2024 Capital Improvement Program List

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	Blue - Previously approved in a different year		2020		2021		2022		2023		2024		Total
	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive		Executive
	Fire (continued)												
	Station Three - Phase 3 of 3		$0		$0		$0	11	$455,000		$0		$455,000
	Ambulance		$0		$0	8,11	$336,000	11	$0		$0		$336,000
	Ambulance		$0		$0		$0	8,11	$350,000		$0		$350,000
	Ambulance		$0		$0		$0		$0	8,11	$360,500		$360,500
	Total - Fire		$317,644		$1,595,000		$536,000		$805,000		$360,500		$3,614,144
	Public Works												
	Traffic Control												
	CMAQ Kohler Memorial Dr-Erie Av Traffic Flow Design	9,11	$106,500		$0		$0		$0		$0		$106,500
	CMAQ 14th Street Traffic Flow Design	9,11	$155,900		$0		$0		$0		$0		$155,900
	CMAQ Taylor Drive Traffic Flow Design	9,11	$137,000		$0		$0		$0		$0		$137,000
	LED Street Lighting Upgrade - Downtown	12	$171,400		$0		$0		$0		$0		$171,400
	LED Street Lighting Upgrade - Citywide	3	$60,000		$0		$0		$0		$0		$60,000
	Traffic Control Upgrade - Citywide	11	$100,000		$0		$0		$0		$0		$100,000
	CMAQ Kohler Memorial Dr-Erie Av Traffic Flow Construction		$0	9,11	$411,600		$0		$0		$0		$411,600
	CMAQ 14th Street Traffic Flow Construction		$0	9,11	$602,900		$0		$0		$0		$602,900
	CMAQ Taylor Drive Traffic Flow Construction		$0	9,11	$529,900		$0		$0		$0		$529,900
	Street Lighting LED Upgrade - TID 17		$0	12	$171,400		$0		$0		$0		$171,400
	Street Lighting LED Upgrade - Citywide		$0	3	$60,000		$0		$0		$0		$60,000
	Traffic Control Upgrade - Citywide		$0	11	$52,000		$0		$0		$0		$52,000
	LED Street Lighting Upgrade - Downtown		$0		$0	11,12	$171,400		$0		$0		$171,400
	LED Street Lighting Upgrade - Citywide		$0		$0	3	$60,000		$0		$0		$60,000
	LED Street Lighting Upgrade - Citywide		$0		$0		$0	3,12	$150,000		$0		$150,000
	LED Street Lighting Upgrade - Citywide		$0		$0		$0		$0	3	$50,000		$50,000
	LED Street Lighting Upgrade - Blue Harbor		$0		$0		$0		$0	3,11	$100,000		$100,000
	Total - Traffic Control		$730,800		$1,827,800		$231,400		$150,000		$150,000		$3,090,000
	Streets												
M	Superior Avenue (North 29th Street to Taylor Drive)	10,11,16	$2,000,000		$0		$0		$0		$0		$2,000,000
M	Union Avenue (Taylor Drive to Georgia Avenue)	2	$500,000		$0		$0		$0		$0		$500,000
M	Van Der Vaart Property Development Street Improvements	12	$2,000,000		$0		$0		$0		$0		$2,000,000

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	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive		Executive
	Streets (continued)												
M	North Commerce Street Design	12	$75,000		$0		$0		$0		$0		$75,000
M	Geele Avenue (Calumet Drive to North 23rd Street)	9,11,16	$700,000		$0		$0		$0		$0		$700,000
M	Georgia Avenue (South Ninth Street to South 14th Street)	11	$354,000		$0		$0		$0		$0		$354,000
M	Storm Water Management Plan	11	$100,000		$0		$0		$0		$0		$100,000
M	Sidewalk Repair / Replacement Program (Citywide)	15	$100,000		$0		$0		$0		$0		$100,000
	Calumet Drive Panel Replacement (Sibley Court to NCL)		$0	11	$500,000		$0		$0		$0		$500,000
	North Commerce Street Construction		$0	12	$2,500,000		$0		$0		$0		$2,500,000
	South 10th Street (Indiana Avenue to Union Avenue)		$0	2,11,16	$750,000		$0		$0		$0		$750,000
	North Avenue (Calumet Drive to Taylor Drive)		$0	11,14	$800,000		$0		$0		$0		$800,000
	Geele Avenue (North Third Street to Calumet Drive)		$0	10,11	$1,000,000		$0		$0		$0		$1,000,000
	Storm Water Management Plan		$0	11	$100,000		$0		$0		$0		$100,000
	Sidewalk Repair / Replacement Program (Citywide)		$0	15	$100,000		$0		$0		$0		$100,000
	South 12th Street (Washington Avenue to Mead Avenue)		$0		$0	11	$640,000		$0		$0		$640,000
	Lakeshore Drive (Mead Av to Rail Road Tracks)		$0		$0	11	$740,000		$0		$0		$740,000
	Indiana Avenue (South 17th Street to South 24th Street)		$0		$0	,9,10,11	$3,000,000		$0		$0		$3,000,000
	North 25th Street (Kohler Memorial Drive to North Avenue)		$0		$0	11,16	$1,160,000		$0		$0		$1,160,000
	Storm Water Management Plan		$0		$0	11	$100,000		$0		$0		$100,000
	Sidewalk Repair / Replacement Program (Citywide)		$0		$0	15	$100,000		$0		$0		$100,000
	New Jersey Avenue (South 13th Street to Wildwood Drive)		$0		$0		$0	11	$1,000,000		$0		$1,000,000
	Calumet Drive Panel Replacement (Sibley Court to City Limits)		$0		$0		$0	11	$500,000		$0		$500,000
	North 15th Street Design (Calumet Drive to Mayflower Avenue)		$0		$0		$0	9,11	$500,000		$0		$500,000
	Erie Avenue Design (North 19th Street to Taylor Drive)		$0		$0		$0	9,11	$500,000		$0		$500,000
	South 18th Street (Mead Avenue to Washington Avenue)		$0		$0		$0	10,11	$760,000		$0		$760,000
	Geele Avenue (North 29th Street to North Taylor Drive)		$0		$0		$0	2,11	$936,000		$0		$936,000
	Storm Water Management Plan		$0		$0		$0	11	$100,000		$0		$100,000
	Sidewalk Repair / Replacement Program (Citywide)		$0		$0		$0	15	$100,000		$0		$100,000
	Wilson Avenue (Lakeshore Drive to South Business Drive)		$0		$0		$0		$0	10,11,15	$1,869,250		$1,869,250
	Washington Avenue Design (South Business Drive to Taylor Drive)		$0		$0		$0		$0	9,11	$500,000		$500,000
	North 15th Street (Calumet Drive to Mayflower Avenue)		$0		$0		$0		$0	9,11	$4,000,000		$4,000,000
	Storm Water Management Plan		$0		$0		$0		$0	11	$100,000		$100,000
	Sidewalk Repair / Replacement Program (Citywide)		$0		$0		$0		$0	2,15	$100,000		$100,000
	Total - Streets		$5,829,000		$5,750,000		$5,740,000		$4,396,000		$6,569,250		$28,284,250

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	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive		Executive
	Parks and Forestry												
M	Urban Forestry Management	5,11	$210,000		$0		$0		$0		$0		$210,000
M	Park Sidewalk / ADA Accessibility Project	14	$25,000		$0		$0		$0		$0		$25,000
	Playground Renovations - Moose Park	11	$25,000		$0		$0		$0		$0		$25,000
	Roosevelt Park - Tennis Court Resurfacing	11	$90,000		$0		$0		$0		$0		$90,000
	Urban Forestry Management		$0	'5,11	$210,000		$0		$0		$0		$210,000
	Park Sidewalk / ADA Accessibility Project		$0	14	$25,000		$0		$0		$0		$25,000
	Playground Renovations - Evergreen Park Area 1 and 2		$0	11	$50,000		$0		$0		$0		$50,000
	Cleveland Park Splash Pad		$0	11,14	$180,000		$0		$0		$0		$180,000
	Urban Forestry Management		$0		$0	5,11	$210,000		$0		$0		$210,000
	Park Sidewalk / ADA Accessibility Project		$0		$0	14	$25,000		$0		$0		$25,000
	Vollrath Park - Bowl Lighting Replacement		$0		$0	11	$30,000		$0		$0		$30,000
	Playground Renovations - Deland Beach		$0		$0	11	$50,000		$0		$0		$50,000
	Urban Forestry Management		$0		$0		$0	5,11	$210,000		$0		$210,000
	Park Sidewalk / ADA Accessibility Project		$0		$0		$0	14	$25,000		$0		$25,000
	Playground Renovations - End Park		$0		$0		$0	11	$50,000		$0		$50,000
	End Park - Lighting Replacement		$0		$0		$0	11	$30,000		$0		$30,000
	Urban Forestry Management		$0		$0		$0		$0	5,11	$210,000		$210,000
	Park Sidewalk / ADA Accessibility Project		$0		$0		$0		$0	14	$25,000		$25,000
	Playground Renovations - Deland Park		$0		$0		$0		$0	11	$50,000		$50,000
	Lakeshore Drive Sidewalk		$0		$0		$0		$0	11	$115,000		$115,000
	South Shore Trail (Indiana Avenue to Clara Avenue)		$0		$0		$0		$0	11	$165,000		$165,000
	J.C. Quarryview Park Swimming Area Revitalization		$0		$0		$0		$0	11	$250,000		$250,000
	Total - Parks and Forestry		$350,000		$465,000		$315,000		$315,000		$815,000		$2,260,000
	Total - Public Works		$6,909,800		$8,042,800		$6,286,400		$4,861,000		$7,534,250		$33,634,250
	City Development												
	Playground Addition - Above and Beyond Children's Museum	17	$30,000		$0		$0		$0		$0		$30,000
M	Surface Parking Lot - Innovation District	12	$300,000		$0		$0		$0		$0		$300,000
	Boat Extraction Well-Sheboygan River-Jefferson Av Launch	12	$500,000		$0		$0		$0		$0		$500,000
	Wayfinding Signage System Update - Citywide	17,18	$50,000		$0		$0		$0		$0		$50,000
	Indiana Avenue Trail Project - Phase 2 of 3		$0	12	$250,000		$0		$0		$0		$250,000

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	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive	Executive
	City Development (continued)											
	South Pier Street Expansion		$0	12	$1,000,000		$0		$0		$0	$1,000,000
	Indiana Avenue Streetscape Improvements - Phase 1 of 2		$0	12	$750,000		$0		$0		$0	$750,000
	Indiana Avenue Streetscape Improvements - Phase 2 of 2		$0		$0	12	$750,000		$0		$0	$750,000
	Pennsylvania Avenue - Streetscape Improvements		$0		$0	12	$1,500,000		$0		$0	$1,500,000
	Indiana Avenue Trail Project - Phase 3 of 3		$0		$0		$0	9,12	$2,250,000		$0	$2,250,000
	Total - City Development		$880,000		$2,000,000		$2,250,000		$2,250,000		$0	$7,380,000
	Wastewater Utility											
M	Rebuild Floating Cover - Number Six Digester	14	$450,000		$0		$0		$0		$0	$450,000
M	Anaerobic Digester Heat Exchanger Replacement	14	$150,000		$0		$0		$0		$0	$150,000
M	East Digester Complex Roof Replacement	14	$100,000		$0		$0		$0		$0	$100,000
M	Indiana Avenue Lift Station Corrision Prevention	14	$50,000		$0		$0		$0		$0	$50,000
M	Replace North Entrance Gates	14	$50,000		$0		$0		$0		$0	$50,000
M	Sewer Line Reconstruction / Relining	14	$1,000,000		$0		$0		$0		$0	$1,000,000
M	Mini Storm Sewer Program	14	$50,000		$0		$0		$0		$0	$50,000
	Primary Clarification Number Four Drive		$0	14	$105,000		$0		$0		$0	$105,000
	Secondary Clarification Number Three Drive		$0	14	$90,000		$0		$0		$0	$90,000
	South Aeration Upgrade		$0	14	$450,000		$0		$0		$0	$450,000
	Main Control Room HVAC Upgrade		$0	14	$65,000		$0		$0		$0	$65,000
	Kentucky Avenue Lift Station Corrosion Prevention		$0	14	$60,000		$0		$0		$0	$60,000
	Sewer Line Reconstruction / Relining		$0	14	$1,000,000		$0		$0		$0	$1,000,000
	Jet Truck		$0	14	$215,000		$0		$0		$0	$215,000
	Mini Storm Sewer Program		$0	14	$50,000		$0		$0		$0	$50,000
	Primary Clarification Number Three Drive		$0		$0	14	$105,000		$0		$0	$105,000
	North Aeration Upgrade		$0		$0	14	$450,000		$0		$0	$450,000
	Secondary Clarifier Number One Drive Replacement		$0		$0	14	$90,000		$0		$0	$90,000
	Grit Removal System Modifications		$0		$0	14	$75,000		$0		$0	$75,000
	Sewer Line Reconstruction / Relining		$0		$0	14	$1,000,000		$0		$0	$1,000,000
	Mini Storm Sewer Program		$0		$0	14	$50,000		$0		$0	$50,000
	Primary Clarifier Number One Drive Replacement		$0		$0		$0	14	$105,000		$0	$105,000
	Aeration Blower Number Five		$0		$0		$0	14	$260,000		$0	$260,000

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Wastewater Utility (continued)												
Raw Influent Pump Number Three Replacement		$0		$0		$0	14	$185,000		$0		$185,000
Indiana Avenue Lift Station Upgrade		$0		$0		$0	14	$175,000		$0		$175,000
Sewer Line Reconstruction / Relining		$0		$0		$0	14	$1,000,000		$0		$1,000,000
Mini Storm Sewer Program		$0		$0		$0	14	$50,000		$0		$50,000
Administrative Building Roof Replacements		$0		$0		$0		$0	14	$400,000		$400,000
Administrative HVAC Upgrade and Controls		$0		$0		$0		$0	14	$200,000		$200,000
Kentucky Avenue Lift Station Pump Upgrade		$0		$0		$0		$0	14	$95,000		$95,000
North Avenue Lift Station Controls		$0		$0		$0		$0	14	$75,000		$75,000
Mini Storm Sewer Program		$0		$0		$0		$0	14	$50,000		$50,000
Total - Wastewater Utility		$1,850,000		$2,035,000		$1,770,000		$1,775,000		$820,000		$8,250,000
Motor Vehicle												
Single Axle Dump Truck with Slide-In Salter / Spray Bar	8,11,18	$265,000		$0		$0		$0		$0		$265,000
Replacement Dump Box - Slide-In Salter	8,11,18	$85,000		$0		$0		$0		$0		$85,000
One Ton Four Wheel Drive Dump Truck (2)	8,11,18	$117,000		$0		$0		$0		$0		$117,000
One-Half Ton Two Wheel Drive Pickup Truck	8,11,18	$33,000		$0		$0		$0		$0		$33,000
One-Half Ton Four Wheel Drive Pickup Truck	8,11,18	$32,000		$0		$0		$0		$0		$32,000
Street Sweeper		$0	8,11,18	$210,000		$0		$0		$0		$210,000
One Ton Four Wheel Drive Dump Truck		$0	8,11,18	$53,000		$0		$0		$0		$53,000
Zero Turn Mower (2)		$0	11,18	$27,000		$0		$0		$0		$27,000
Three-Quarter Ton Two Wheel Drive Pickup Truck		$0	8,11,18	$31,000		$0		$0		$0		$31,000
One Ton Utility Box Truck (3)		$0	8,11,18	$129,000		$0		$0		$0		$129,000
Skid Steer		$0	8,11,18	$59,000		$0		$0		$0		$59,000
Passenger Van (Mayor)		$0	8,11,18	$37,000		$0		$0		$0		$37,000
Tri-Axle Dump Truck		$0		$0	8,11,18	$275,000		$0		$0		$275,000
Street Sweeper		$0		$0	8,11,18	$213,000		$0		$0		$213,000
Three-Quarter Ton Two Wheel Drive Pickup Truck (2)		$0		$0	8,11,18	$64,000		$0		$0		$64,000
Tandem Axle Dump Truck (2)		$0		$0		$0	8,11,18	$580,000		$0		$580,000
Tri-Axle Dump Truck		$0		$0		$0		$0	8,11,18	$305,000		$305,000
One Ton Four Wheel Drive Dump Truck (2)		$0		$0		$0		$0	8,11,18	$118,000		$118,000
Three-Quarter Ton Four Wheel Drive Pickup Truck		$0		$0		$0		$0	8,11,18	$36,500		$36,500

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	Motor Vehicle (continued)												
	One-Half Ton Four Wheel Drive Pickup Truck		$0		$0		$0		$0	8,11,18	$32,500		$32,500
	Zero Turn Mower (2)		$0		$0		$0		$0	8,11,18	$28,000		$28,000
	Total - Motor Vehicle		$532,000		$546,000		$552,000		$580,000		$520,000		$2,730,000
	Mead Public Library												
M	Carpet Replacement	3	$40,492		$0		$0		$0		$0		$40,492
M	HVAC Control Replacement	11	$66,278		$0		$0		$0		$0		$66,278
	HVAC Control Replacement		$0	11	$66,278		$0		$0		$0		$66,278
	HVAC Control Replacement		$0		$0	11	$66,278		$0		$0		$66,278
	Total - Mead Public Library		$106,770		$66,278		$66,278		$0		$0		$239,326
	Parking Utility												
M	Street Sweeper	8,18	$70,000		$0		$0		$0		$0		$70,000
	Utility Pickup Truck		$0	8,18	$35,000		$0		$0		$0		$35,000
	John Deere Pro Style Gator		$0		$0	8,18	$20,000		$0		$0		$20,000
	Coin Meter Replacement		$0		$0	18	$250,000		$0		$0		$250,000
	One and One-Half Ton Heavy Duty Pickup		$0		$0		$0	8,18	$60,000		$0		$60,000
	Riverfront Parking Lots		$0		$0		$0		$0	18	$600,000		$600,000
	Total - Parking Utility		$70,000		$35,000		$270,000		$60,000		$600,000		$1,035,000
	Transit Utility												
M	Roof Replacement	9,11	$750,000		$0		$0		$0		$0		$750,000
M	Fixed Route Revenue Bus (1)	'9,17	$475,000		$0		$0		$0		$0		$475,000
	Fixed Route Revenue Buses (4)		$0	9,11	$1,840,000		$0		$0		$0		$1,840,000
	Paratransit Vehicle		$0		$0	9,11	$75,000		$0		$0		$75,000
	Fixed Route Revenue Buses (4)		$0		$0	9,11	$1,840,000		$0		$0		$1,840,000
	Transit Facility Maintenance Updates		$0		$0		$0	11	$200,000		$0		$200,000
	Total - Transit Utility		$1,225,000		$1,840,000		$1,915,000		$200,000		$0		$5,180,000

2020 - 2024 Capital Improvement Program List

	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2020		2021		2022		2023		2024		Total
	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive		Executive
	Cable TV												
	Camera / Intercom System with IFB Communication Interface	8,18	$40,000		$0		$0		$0		$0		$40,000
	Teleprompter / Talent Monitor System		$0	8,18	$45,000		$0		$0		$0		$45,000
	TriCaster Replacement for OB Truck		$0		$0	8,18	$25,000		$0		$0		$25,000
	Studio TriCaster Replacement		$0		$0	8,18	$25,000		$0		$0		$25,000
	Outside Broadcast (OB) Truck Replacement		$0		$0		$0		$0	8,18	$50,000		$50,000
	Total - Cable TV		$40,000		$45,000		$50,000		$0		$50,000		$185,000
	Information Technology Fund												
M	Microsoft Server Licensing	18	$25,000		$0		$0		$0		$0		$25,000
M	Digital Evidence Storage Solution	18	$100,000		$0		$0		$0		$0		$100,000
	Microsoft Office Upgrade		$0	18	$110,000		$0		$0		$0		$110,000
	Total - Information Technology		$125,000		$110,000		$0		$0		$0		$235,000
	Water Utility*												
M	Gateway Drive Water Tower Painting	14	$600,000		$0		$0		$0		$0		$600,000
M	Georgia Avenue Reservior Painting	14	$700,000		$0		$0		$0		$0		$700,000
M	One-Half Ton Pickup Truck and Vacuum Excavation Trailer	14	$76,000		$0		$0		$0		$0		$76,000
M	Radio Meter System	14	$65,000		$0		$0		$0		$0		$65,000
M	Water Mains	14	$1,275,000		$0		$0		$0		$0		$1,275,000
M	Facility Operations - Distribution Upgrade	14	$520,000		$0		$0		$0		$0		$520,000
	Raw Water Improvement Project - Phase 1		$0	12,14	$14,000,000		$0		$0		$0		$14,000,000
	Taylor Hill Coating and Roof Repairs		$0	14	$900,000		$0		$0		$0		$900,000
	Utility Truck and Vehicle Replacements		$0	14	$91,000		$0		$0		$0		$91,000
	Radio Meter System		$0	14	$103,000		$0		$0		$0		$103,000
	Water Mains		$0	14	$1,250,000		$0		$0		$0		$1,250,000
	Facility Operations - Distribution Upgrade		$0	14	$520,000		$0		$0		$0		$520,000
	Raw Water Improvement Project - Phase 2		$0		$0	12,14	$14,000,000		$0		$0		$14,000,000
	Utility Equipment and Vehicle Replacements		$0		$0	14	$280,000		$0		$0		$280,000
	Radio Meter System		$0		$0	14	$57,000		$0		$0		$57,000
	Water Mains		$0		$0	14	$1,250,000		$0		$0		$1,250,000
	Facility Operations - Distribution Upgrade		$0		$0	14	$770,000		$0		$0		$770,000

2020 - 2024 Capital Improvement Program List

Color / Abbreviation Key:	2020		2021		2022		2023		2024		Total
Yellow - Previously approved in same year											
Blue - Previously approved in a different year	2020		2021		2022		2023		2024		Total
M - Mandatory for 2020 only	Executive		Executive		Executive		Executive		Executive		Executive
Water Utility* (continued)											
Behrens Parkway Pit Pump Improvements	$0		$0		$0	14	$300,000		$0		$300,000
Utility Equipment Replacement	$0		$0		$0	14	$40,000		$0		$40,000
Radio Meter System	$0		$0		$0	14	$73,000		$0		$73,000
Water Mains	$0		$0		$0	14	$1,300,000		$0		$1,300,000
Facility Operations - Distribution Upgrade	$0		$0		$0	14	$520,000		$0		$520,000
Wilgus Avenue Pump Station Improvements	$0		$0		$0		$0	14	$100,000		$100,000
Utility Equipment and Vehicle Replacements	$0		$0		$0		$0	14	$235,000		$235,000
Radio Meter System	$0		$0		$0		$0	14	$84,000		$84,000
Water Mains	$0		$0		$0		$0	14	$1,400,000		$1,400,000
Facility Operations - Distribution Upgrade	$0		$0		$0		$0	14	$420,000		$420,000
Total - Water Utility*	$3,236,000		$16,864,000		$16,357,000		$2,233,000		$2,239,000		$40,929,000
TOTAL EXPENDITURES	$15,919,514		$33,882,078		$30,346,678		$13,308,000		$12,413,750		$105,870,020

*For Informational Purposes Only.

2020 - 2024 Capital Improvement Program List

Color / Abbreviation Key:									
Yellow - Previously approved in same year									
Blue - Previously approved in a different year	2020	2021	2022	2023	2024	Total
M - Mandatory for 2020 only	Executive	Executive	Executive	Executive	Executive	Executive
CIP SUMMARY TOTALS BY DEPARTMENT						
Total - City Buildings	$135,000	$465,000	$25,000	$265,000	$100,000	$990,000
Total - Police	$492,300	$238,000	$269,000	$279,000	$190,000	$1,468,300
Total - Fire & Rescue	$317,644	$1,595,000	$536,000	$805,000	$360,500	$3,614,144
Total - Public Works	$6,909,800	$8,042,800	$6,286,400	$4,861,000	$7,534,250	$33,634,250
Total - City Development	$880,000	$2,000,000	$2,250,000	$2,250,000	$0	$7,380,000
Total - Wastewater Utility	$1,850,000	$2,035,000	$1,770,000	$1,775,000	$820,000	$8,250,000
Total - Motor Vehicle	$532,000	$546,000	$552,000	$580,000	$520,000	$2,730,000
Total - Mead Public Library	$106,770	$66,278	$66,278	$0	$0	$239,326
Total - Parking Utility	$70,000	$35,000	$270,000	$60,000	$600,000	$1,035,000
Total - Transit Utility	$1,225,000	$1,840,000	$1,915,000	$200,000	$0	$5,180,000
Total - Cable TV	$40,000	$45,000	$50,000	$0	$50,000	$185,000
Total - Information Technology	$125,000	$110,000	$0	$0	$0	$235,000
Subtotal - Excluding Water Utility*	$12,683,514	$17,018,078	$13,989,678	$11,075,000	$10,174,750	$64,941,020
Total - Water Utility*	$3,236,000	$16,864,000	$16,357,000	$2,233,000	$2,239,000	$40,929,000
Total Capital Improvements	$15,919,514	$33,882,078	$30,346,678	$13,308,000	$12,413,750	$105,870,020
*For Informational Purposes Only.						

II

R. O. No. _____ - 19 - 20. By CITY PLAN COMMISSION. May 20, 2019.

Your Commission to whom was referred Gen. Ord. No. 1-19-20 by Alderperson Phillips and R. O. No. 6-19-20 by City Clerk for an application from the City of Sheboygan for a change in the zoning classification of property located at 1316 Niagara Avenue from Class Urban Industrial (UI) to Class Urban Commercial (UC) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 14, 2019, and after due consideration, recommends approval of the General Ordinance and R. O.

_____
CITY PLAN COMMISSION

Lay over

X

6.1

Gen. Ord. No. 1 - 19 - 20. By Alderperson Phillips. May 6, 2019.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1316 Niagara Avenue from Class Urban Industrial (UI) to Class Urban Commercial (UC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Urban Commercial (UC) Classification:

Property located at 1316 Niagara Avenue described as:

ORIGINAL PLAT LOTS 12 & 13 & PRT OF LOTS 11 & 14 BLK 111 DESC AS: COM IN THE S LINE OF LOT 14,40' SE OF THE SW CORN OF SD LOT, TH NE 216' M/L PARALLEL TO THE W LINE OF LOT 14 TO THE SHORE OF THE SHEB RIVER, TH DOWNSTREAM ALG THE SHORE OF RIVER 132' M/L TO THE W R/W LINE OF C&NW RR CO MAIN TRACK, TH SLY ON SD R/W LINE 180' M/L TO THE NE CORN OF NIAGARA AVE & N COMMERCE ST, TH WLY 151.6' M/L ALG THE NLY LINE OF NIAGARA AVE TO BEG

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.

City Plan approve

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____.

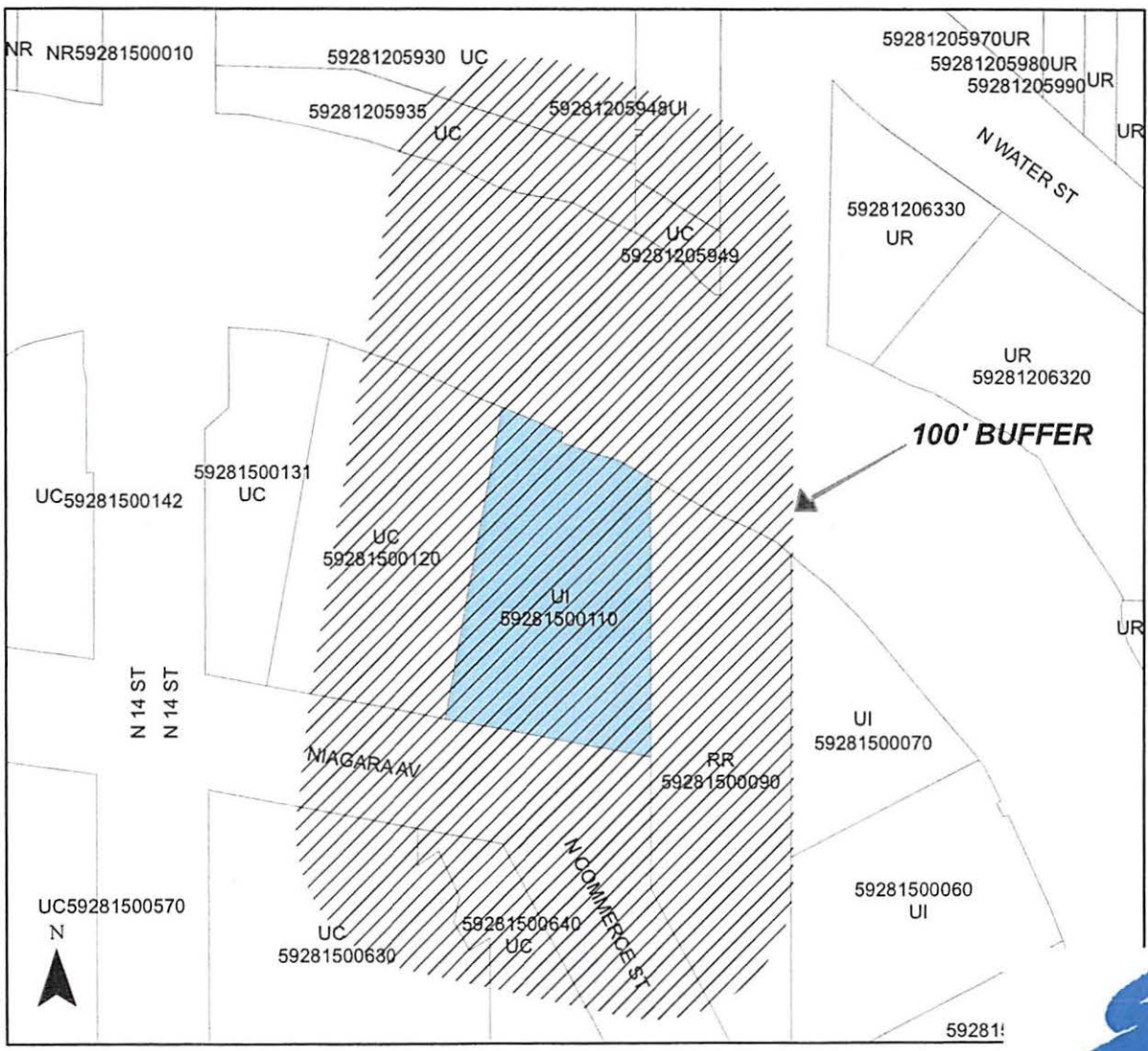
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE OF PARCEL NO. 59281500110 FROM URBAN INDUSTRIAL (UI) TO URBAN COMMERCIAL (UC)

Town: 15N Range: 23E Section: 22

ORIGINAL PLAT LOTS 12 & 13 & PRT OF LOTS 11 & 14 BLK 111 DESC AS: COM IN THE S LINE OF LOT 14,40' SE OF THE SW CORN OF SD LOT, TH NE 216' M/L PARALLEL TO THE W LINE OF LOT 14 TO THE SHORE OF THE SHEB RIVER, TH DOWNSTREAM ALG THE SHORE OF RIVER 132' M/L TO THE W R/W LINE OF C&NW RR CO MAIN TRACK, TH SLY ON SD R/W LINE 180' M/L TO THE NE CORN OF NIAGARA AVE & N COMMERCE ST, TH WLY 151.6' M/L ALG THE NLY LINE OF NIAGARA AVE TO BEG



City of Sheboygan
spirit on the lake.

II

3.2

R. O. No. 6 - 19 - 20. By CITY CLERK. May 6, 2019.

Submitting an application from City of Sheboygan for a change in the zoning classification of property located at 1316 Niagara Avenue from Class Urban Industrial (UI) to Class Urban Commercial (UC).

City Plan
ac+file

City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: $200.00 (Payable to City of Sheboygan)

MAY 1 '19 PM 3:00

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of $200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: City of Sheboygan PHONE NO.: (920) 459-3382

ADDRESS: 828 Center Ave E-MAIL: Steve.Sklarewski@Sheboyganwi.gov

OWNER OF SITE: City of Sheboygan PHONE NO.: (920) 459-3382

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1316 Niagara Ave

LEGAL DESCRIPTION: _____

_____

PARCEL NO. 59281500110 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Commercial (UC)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: _____

Gravel parking lot (vacant, undeveloped)

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: _____

May be used for parking and land for an adjoining multi-tenant commercial redevelopment

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? See attached

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

☒ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*

☒ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

☒ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

☐ Explain: _____

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? See attached

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

See attached

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

APPLICANT'S SIGNATURE

5/1/19
DATE

Herb Sokolowski
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

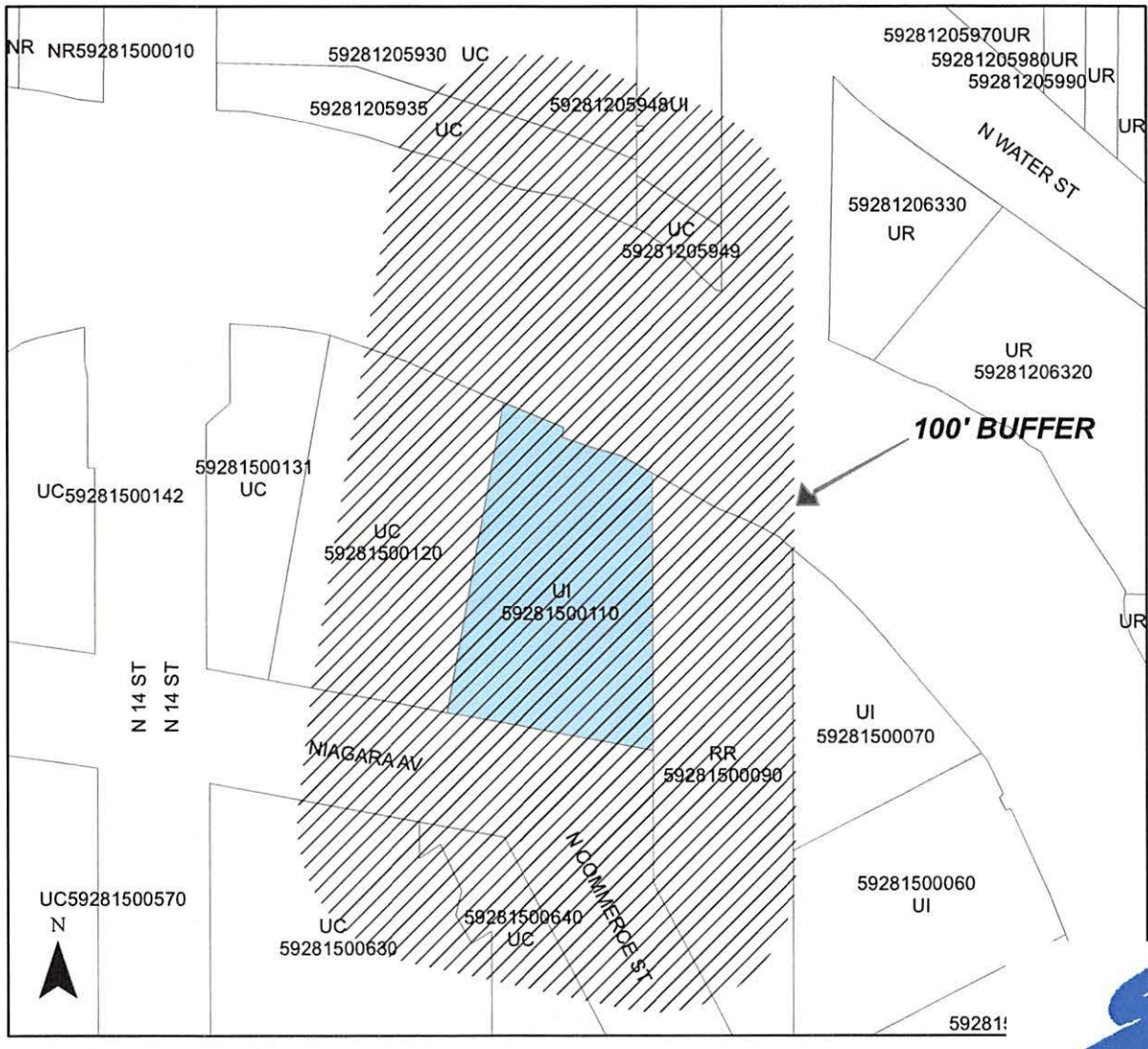
A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

PROPOSED REZONE OF PARCEL NO. 59281500110 FROM URBAN INDUSTRIAL (UI) TO URBAN COMMERCIAL (UC)

Town: 15N Range: 23E Section: 22

ORIGINAL PLAT LOTS 12 & 13 & PRT OF LOTS 11 & 14 BLK 111
DESC AS: COM IN THE S LINE OF LOT 14,40' SE OF THE SW
CORN OF SD LOT, TH NE 216' M/L PARALLEL TO THE
W LINE OF LOT 14 TO THE SHORE OF THE SHEB RIVER,
TH DOWNSTREAM ALG THE SHORE OF RIVER 132' M/L TO
THE W R/W LINE OF C&NW RR CO MAIN TRACK, TH SLY ON
SD R/W LINE 180' M/L TO THE NE CORN OF NIAGARA AVE &
N COMMERCE ST, TH WLY 151.6' M/L ALG THE NLY LINE OF
NIAGARA AVE TO BEG



City of Sheboygan
spirit on the lake.

City of Sheboygan
spirit on the lake.

May 1, 2019

Dear Mayor Vandersteen and City Council:

The Sheboygan Department of City Development is proposing to rezone City owned property located at 1316 Niagara Avenue (Parcel # 59281500110) from Urban Industrial (UI) to Urban Commercial (UC) for the following reasons:

- The City of Sheboygan Comprehensive Plan designates 1316 Niagara Avenue (Parcel # 59281500110) as "Central Mixed Use." The Central Mixed Use designation is intended for a mix of retail, commercial service, office, resort, government, institutional and residential (mainly upper stories) uses arranged in a pedestrian-oriented environment with minimal building setbacks; and building designs, materials, placement and scale compatible with the character of the existing development.

- The City's comprehensive plan is to be "consistent" with the zoning map. Right now the Urban Industrial (UI) zoning designation of this property is inconsistent with the Central Mixed Use comprehensive plan designation. Rezoning 1316 Niagara Avenue to Urban Commercial makes this property's zoning classification consistent with the property's comprehensive plan designation. Urban Commercial (UC) uses are compatible with the Central Mixed Use commercial land uses listed above.

- The City is working with a developer who is interested in restoring and repurposing the former Boat Doctors facility, the former Harmony Bar property and this 1316 Niagara Avenue City property. Eventually the owner will be required to combine these three (3) parcels into one (1) parcel. The City does not permit combining parcels that have different zoning classifications and creating a "split zoned" parcel (Boat Doctors and Harmony Bar parcels are zoned Urban Commercial and the City 1316 Niagara Avenue parcel is zoned Urban Industrial). This rezone will make all three (3) parcels consistent with the same Urban Commercial (UC) zone and once they parcels are all zoned the same they may be combined into one (1) parcel zoned Urban Commercial. This rezoning permits this area to be redeveloped.

Some of the goals of the Central Mixed Use comprehensive plan designation include:

- Preserving the architectural and historic character of core downtown buildings.

DEPARTMENT OF
PLANNING AND
DEVELOPMENT

828 Center Avenue,
Suite 104
Sheboygan, WI 53081

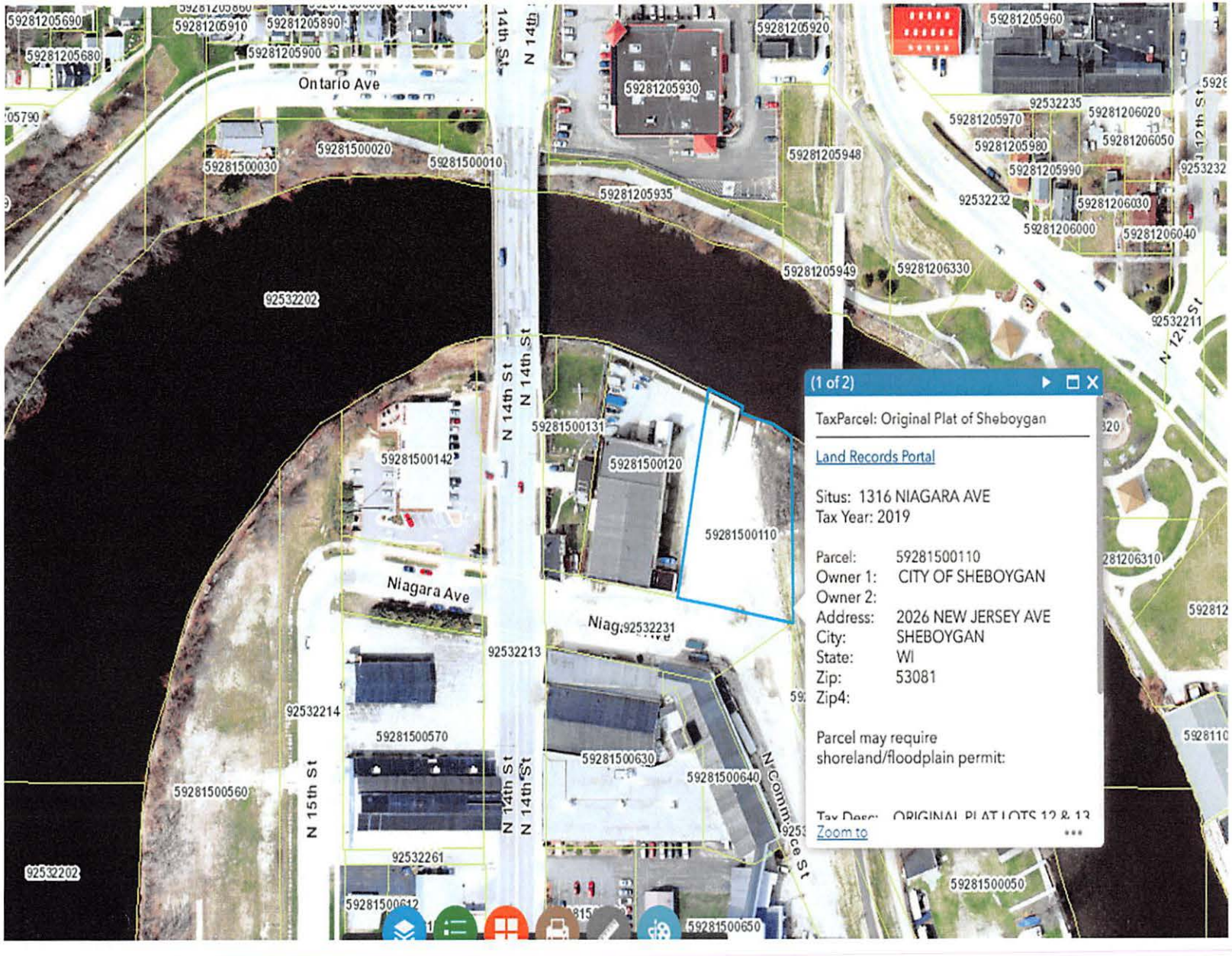
920-459-3377 (Phone)
920-459-7302 (Fax)

- Encourage commercial developments that are most appropriate for the historic downtown areas to locate or remain there, rather than in other commercial districts in the City.
- Promote the expansion, retention, and upgrading of specialty retail, restaurant, resorts financial service, offices, professional services.
- Take actions to discourage and prevent downtown blight, promote area stability and reduce building vacancy.
- Promote catalytic new mixed use developments at key infill and redevelopment sites.

The proposed rezone meets the above stated goals and sets the stage for this proposed project which continues the City's goal of redeveloping and revitalizing properties along this very visible and important N. 14th Street commercial corridor, along the Sheboygan River and adjacent to downtown Sheboygan.

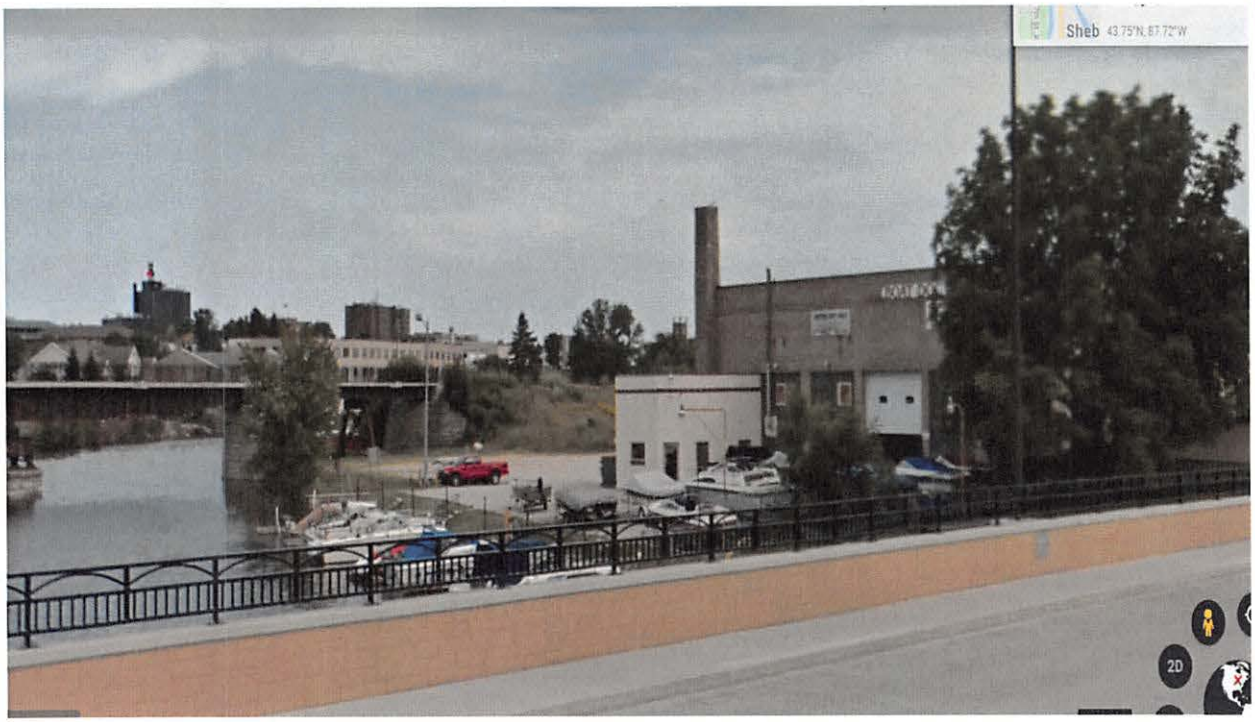
Sincerely,

Steve Sokolowski
Manager of Planning and Zoning
City of Sheboygan Department of City Development


Ontario Ave
N 14th St
N 15th St
Niagara Ave
N Commerce St
59281205690
59281205680
59281205910
59281205890
59281205900
59281205930
59281205920
59281205960
59281205970
59281205980
59281205990
59281206020
59281206050
59281206030
59281206000
59281206040
59281205948
59281205935
59281205949
59281206330
59281500020
59281500030
59281500010
92532202
92532235
92532232
92532211
59281500131
59281500142
59281500120
59281500110
92532213
92532214
92532231
59281500570
59281500560
59281500630
59281500640
92532261
59281500612
59281500650
59281500050
(1 of 2)
TaxParcel: Original Plat of Sheboygan
Land Records Portal
Situs: 1316 NIAGARA AVE
Tax Year: 2019
Parcel: 59281500110
Owner 1: CITY OF SHEBOYGAN
Owner 2:
Address: 2026 NEW JERSEY AVE
City: SHEBOYGAN
State: WI
Zip: 53081
Zip4:
Parcel may require shoreland/floodplain permit:
Zoom to

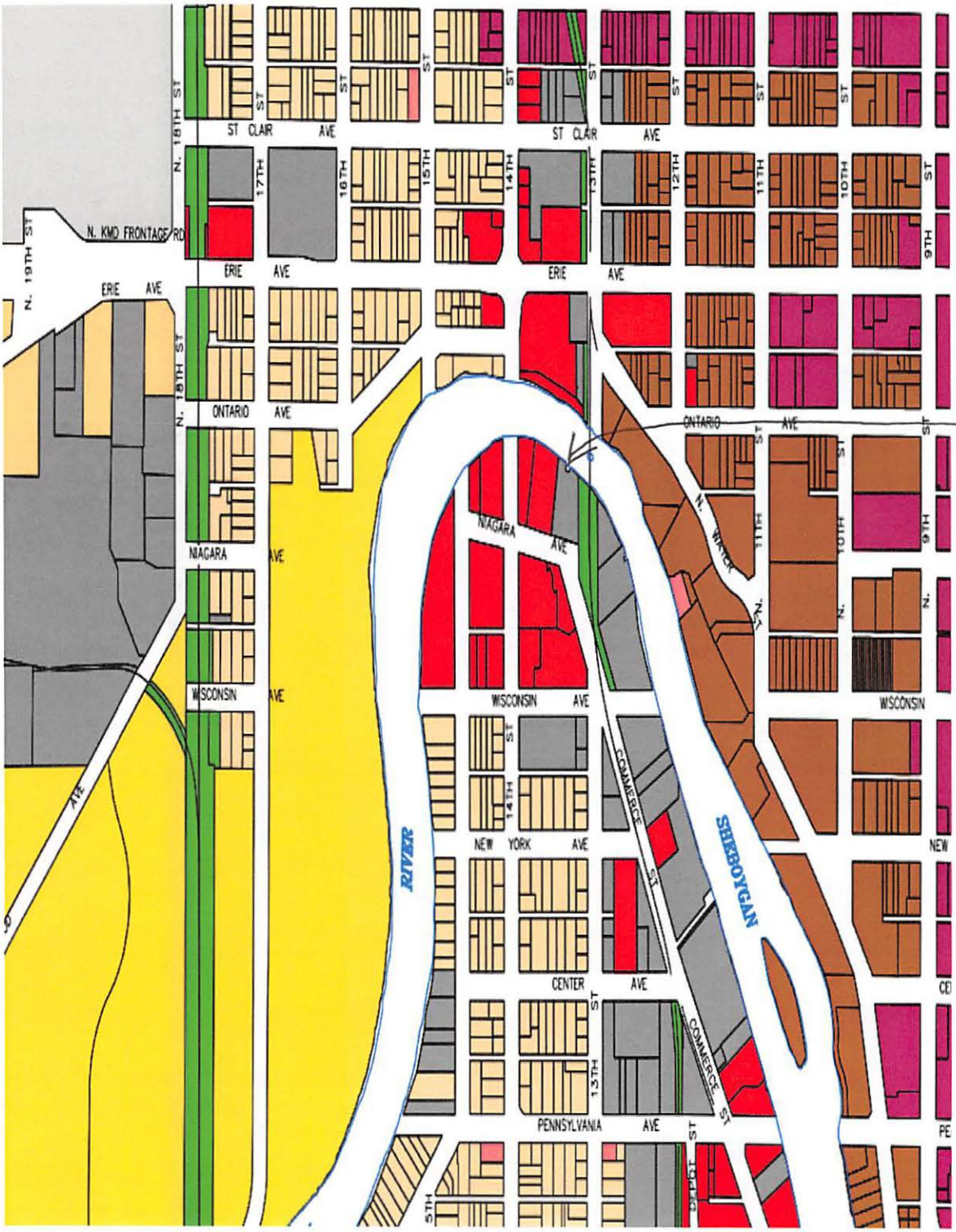
Sheboygan, WI 53081
Sheb 43.75°N, 87.72°W
2D

Sheb 43.75°N, 87.72°W
2D


Sheb 43.75°N, 87.72°W
2D

1316 Niagara Ave
Sheboygan River
ERIE HILL
Erie Ave
N 14th St
1316 Niagara A

Zoning Map


N. 19TH ST
N. KMD FRONTAGE RD
ERIE AVE
N. 18TH ST
N. 16TH ST
ST CLAIR AVE
17TH ST
16TH ST
15TH ST
14TH ST
13TH ST
12TH ST
11TH ST
10TH ST
9TH ST
ERIE AVE
ONTARIO AVE
NIAGARA AVE
WISCONSIN AVE
NEW YORK AVE
CENTER AVE
PENNSYLVANIA AVE
COMMERCE ST
RIVER
SHEBOYGAN
Subject parcel

Base Zoning Districts

SR-3 - Suburban Residential 3

SR-5 - Suburban Residential 5

NR - Neighborhood Residential

MR-8 - Mixed Residential 8

UR - Urban Residential 12

SO - Suburban Office

NO - Neighborhood Office

SC - Suburban Commercial

NC - Neighborhood Commercial

UC - Urban Commercial

CC - Central Commercial

PPUD - Pre-Planned Unit Developmen

PUD - Unit Development

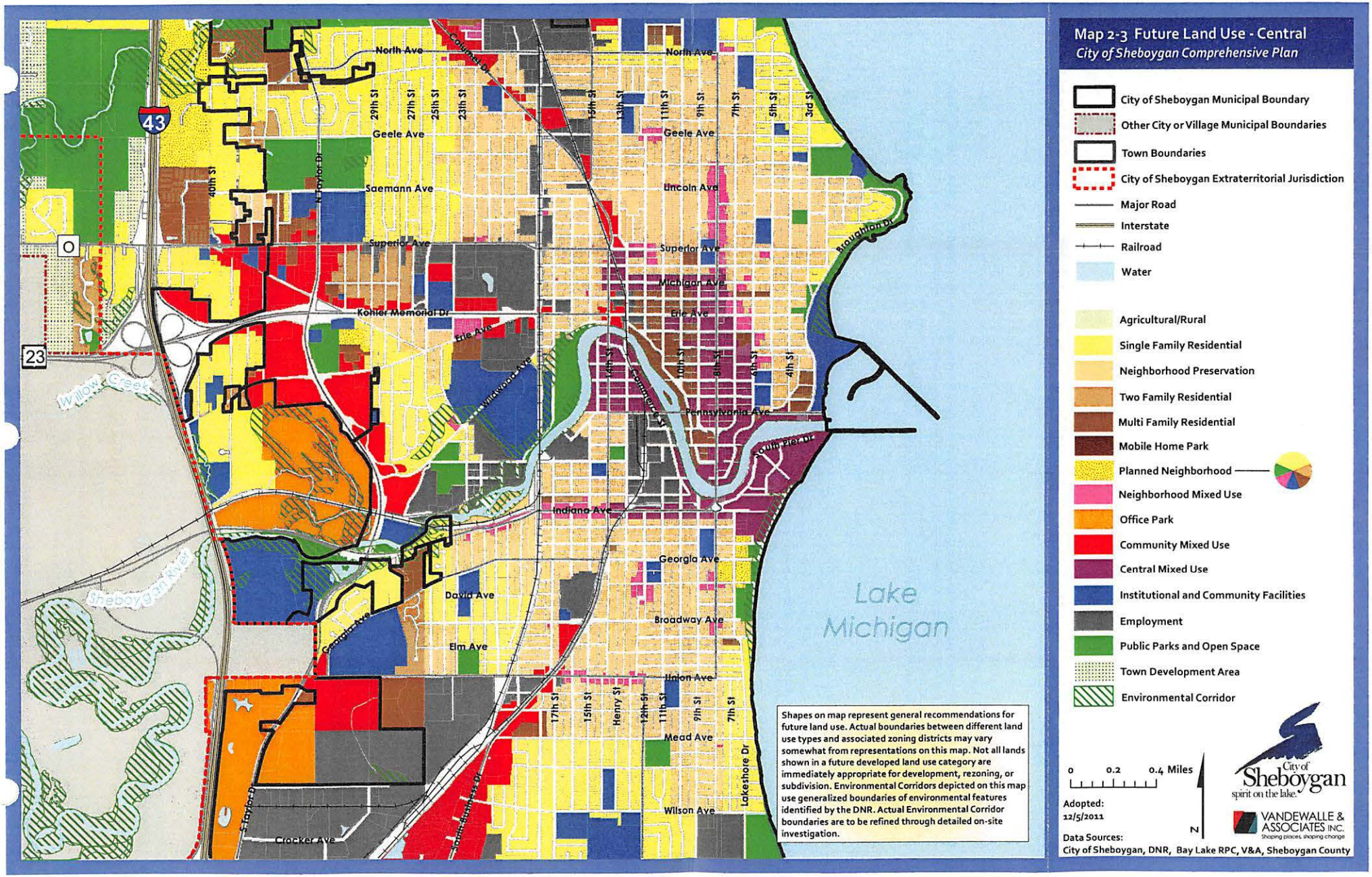
HI - Heavy Industrial

SI - Suburban Industrial

UI - Urban Industrial

RA - /Agricultural

RR - RailRoad


Map 2-3 Future Land Use - Central
City of Sheboygan Comprehensive Plan
City of Sheboygan Municipal Boundary
Other City or Village Municipal Boundaries
Town Boundaries
City of Sheboygan Extraterritorial Jurisdiction
Major Road
Interstate
Railroad
Water
Agricultural/Rural
Single Family Residential
Neighborhood Preservation
Two Family Residential
Multi Family Residential
Mobile Home Park
Planned Neighborhood
Neighborhood Mixed Use
Office Park
Community Mixed Use
Central Mixed Use
Institutional and Community Facilities
Employment
Public Parks and Open Space
Town Development Area
Environmental Corridor
Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.
0 0.2 0.4 Miles
N
Adopted:
12/5/2011
Data Sources:
City of Sheboygan, DNR, Bay Lake RPC, V&A, Sheboygan County
City of Sheboygan
spirit on the lake.
VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change
North Ave
Geele Ave
Saemann Ave
Superior Ave
Kohler Memorial Dr
Erie Ave
Willow Creek
Sheboygan River
Indiana Ave
Georgia Ave
David Ave
Elm Ave
Broadway Ave
Union Ave
Mead Ave
Wilson Ave
Crocker Ave
Lincoln Ave
Michigan Ave
Pennsylvania Ave
Lake Michigan
Lakeshore Dr
Broughton Dr
Taylor Dr
Columbus Dr
Willowood Ave
Commerce St
South Business Dr
40th St
29th St
27th St
25th St
23rd St
17th St
15th St
14th St
13th St
12th St
11th St
10th St
9th St
8th St
7th St
6th St
5th St
4th St
3rd St
Henry St
43
23
O

MRED ASSOCIATES, 14TH/ERIE
PO BOX 1159
DEERFIELD,IL 60015

MILLENNIUM PROPERTIES INC
PO BOX 934
SHEBOYGAN,WI 53082

SHEB RIVERSIDE BOAT CLUB
PO BOX 313
SHEBOYGAN FLS,WI 53085

SHEBOYGAN BOAT DOCTORS LLC
1320 NIAGARA AVE
SHEBOYGAN,WI 53081

CITY OF SHEBOYGAN CITY ATTORNEY
828 CENTER AVE
SHEBOYGAN,WI 53081

CITY OF SHEBOYGAN
828 CENTER AVE STE 304
SHEBOYGAN,WI 53081

SHEB RIVERSIDE BOAT CLUB
PO BOX 313
SHEBOYGAN FLS,WI 53085

SHEBOYGAN COUNTY WISCONSIN PLANNING DEPT
508 NEW YORK AVE
SHEBOYGAN,WI 53081

RABIT PROPERTIES, LLC
827 N 14TH ST
SHEBOYGAN,WI 53081

RABIT PROPERTIES, LLC
827 N 14TH ST
SHEBOYGAN,WI 53081

II

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

Submitting a claim from The Cincinnati Insurance Companies, on behalf of their insured drivers, Steven and Audrey Simons, for alleged damages to their vehicle when it was backed into by a street cleaner.

_____
CITY CLERK

Finance and Personnel

5-7-19 claim# 5-19

MAY 7 '19 PM 2:49

MKC

THE CINCINNATI INSURANCE COMPANIES

The Cincinnati Insurance Company ▪ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ▪ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

Post Office Box 963
Sheboygan, WI 53082-0963
Phone (920) 457-9510
Fax (866) 231-6470
Keith_Reyer@cinfin.com

April 30, 2019

City of Sheboygan
Attn: Claims Dept.
828 Center Av.
Sheboygan, WI 53081

Re:	Your Driver:	Brian Schmitt
	Our Insured:	Steven & Audrey Simons
	Our Claim Number:	3315065
	Date of Loss:	03/25/2019

Attn: Claims Dept.

This letter serves as a notice of our subrogation claim for a collision loss that we have paid on behalf of our insured. We have concluded from our investigation that your driver was responsible for this accident due to unsafe backing and the subsequent damages sustained by our insured. Enclosed is a copy of the police report for this accident as well as the City of Sheboygan Notice of Damage or Injury claim form completed by our insured.

The total damages processed by our company were $7,147.77 including a $500.00 deductible per the following breakdown. Additionally, our insured had an out-of-pocket rental expense of $534.05. Enclosed please find the documentation of these damages and our payments.

$6,767.77 – Vehicle Damages (includes $500.00 deductible)
+ 380.00 – Rental Expense Limit **(+ $534.05 additional rental expense incurred by our insured)**
$7,147.77 – TOTAL DAMAGES

Information attached with this letter will assist you in evaluating our subrogation claim. We are sharing non-public personal information about our customer with you in order to pursue subrogation and process a transaction authorized by our customer. You may use this information only to process the subrogation claim making all reasonable efforts to maintain the confidentiality of the information. We also expect that you will appropriately dispose of the information as soon as this claim is resolved. You are not authorized to use or disclose the personal customer information for any purpose other than to evaluate and process our subrogation claim. Thank you for your attention to our claim and your cooperation in respecting the privacy rights of our customer.

Please issue payment to The Cincinnati Insurance Company as subrogee of Steven Simons, and send it to my address shown above. Please include a separate payment of $534.05 to Steven Simons for their rental expense. Should you have any additional questions or require additional information to process this claim, please advise.

Respectfully,

Keith A. Reyer
Field Claims Superintendent

Enc.

Cc: Steven & Audrey Simons

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

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: Steven + Audrey Simons (driver - Steven)
2. Home address of Claimant: 4312 S. 12 Street, Sheboygan WI
3. Home phone number: (920) 452-5248
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 3/25/19 - 11:00 am
6. Where did damage or injury occur? (give full description) 4312 S. 12 Street
7. How did damage or injury occur? (give full description) I was traveling N on Soth 12 St and passed street cleaner who was heading south. I come to a stop with L turn signal on to prepare to back into my driveway. I checked mirrors and oncoming traffic (see attached)
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: _____

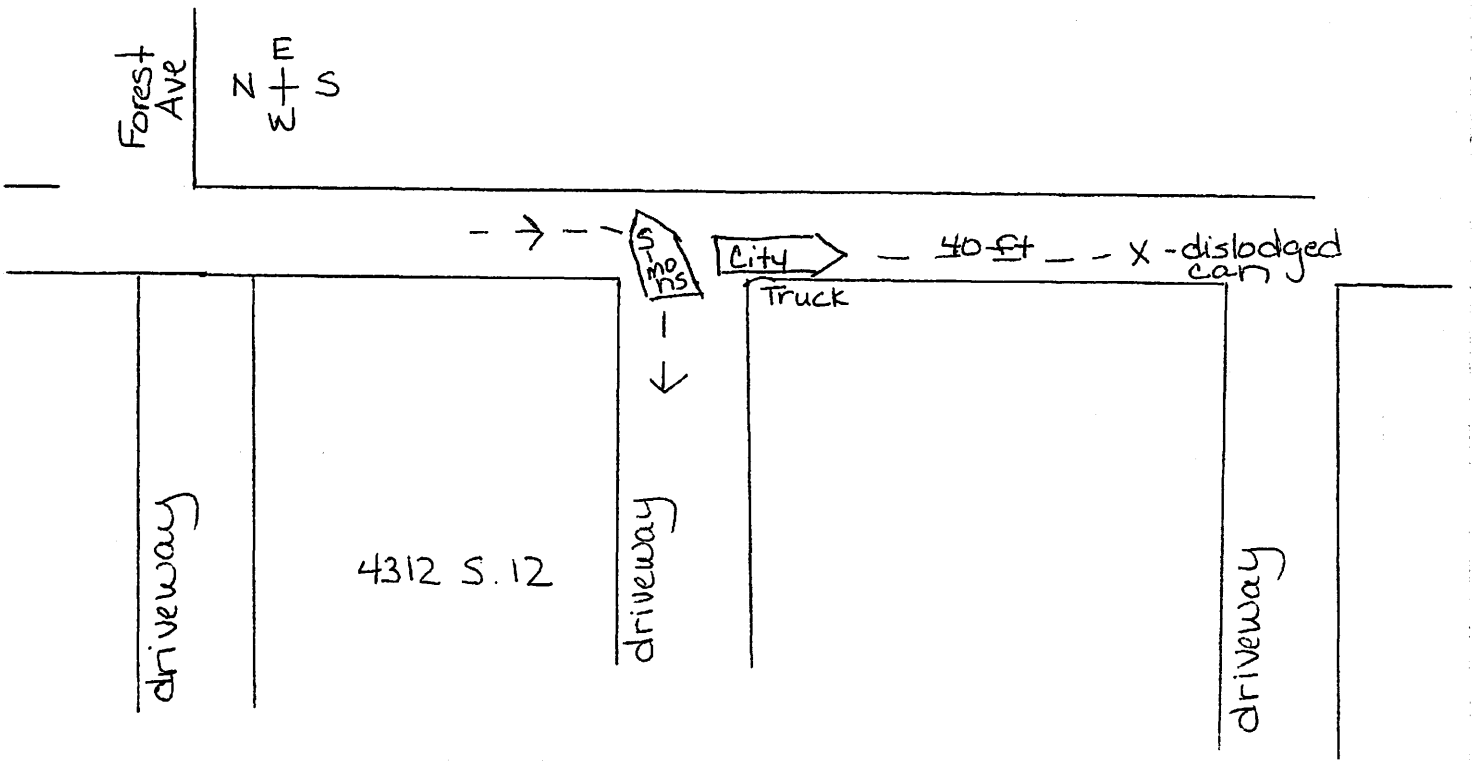
   (b) Claimant's statement of the basis of such liability: Failure of City truck to have audible warning and making sure roadway was clear when traveling backwards against traffic in bike lane.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: _____

   (b) Claimant's statement of basis for such liability: _____

Simons

#7 - and proceeded to begin backing into driveway, looking over my left shoulder. I then felt the impact. I did not hear any back up warnings from the street cleaner. He stated he was backing up to dislodge a pail. He had cleared my driveway by more than 40 feet. He was traveling in the wrong direction in a bicycle lane.



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 - passenger side of vehicle struck. Damage to mirror, windows and doors & back quarter panels.

11. Name and address of any other person injured: n/a

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

Auto:	$ 6,000
Property:	$ —
Personal injury:	$ —
Other: (Specify below	$?? rental car
TOTAL	$ 6,000 + rental car

Damaged vehicle (if applicable)

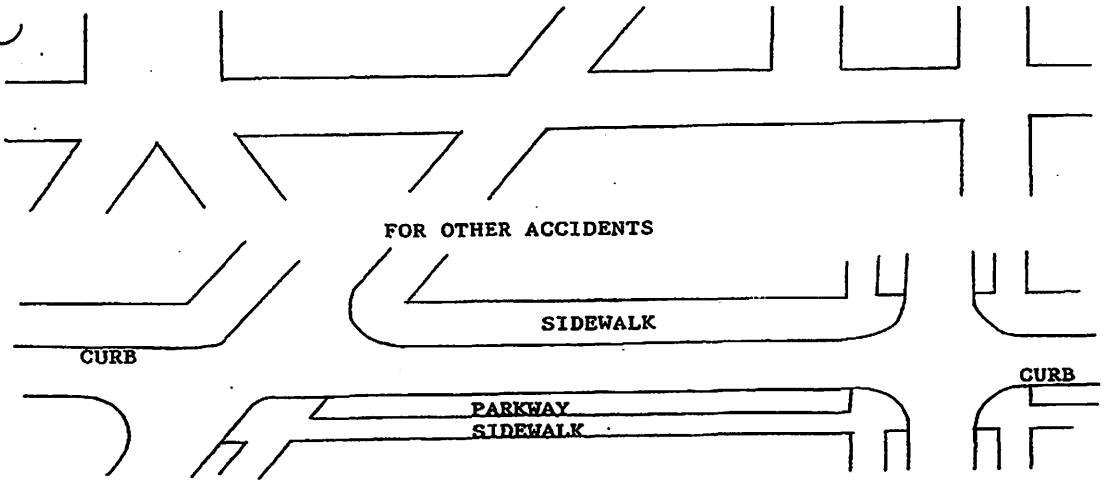
Make: Ford Model: Escape Year: 2014 Mileage: 33387

Names and addresses of witnesses, doctors and hospitals: n/a

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.

See attached



SIGNATURE OF CLAIMANT Steven J. Simon DATE 3/29/19

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Steven & Audrey Simons

Claimant's Address: 4312 S. 12 Street
Sheboygan WI

Claimant's Phone No. (920) 452-5248

Auto $_____

Property $_____

Personal Injury $_____

Other (Specify below) $_____

TOTAL $_____

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 $_____.

SIGNED Steven Simons 3/29/19 DATE:

ADDRESS: 4312 S. 12 Street
Sheboygan, WI 53081

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

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01

21 - Unit Type	Vehicle Type	22 - Total Occupants
TRUCK	STRAIGHT-TRUCK-INSERT-TRUCK	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
80006	MUN	WI		1GDM7F1B29F405752

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2009	GMC	7500	CB	WHI	

94 - Vehicle Damage: REAR PASSENGER SIDE

95 - Extent Of Damage	96	97 - Vehicle Removed By
MINOR	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors: NOT-APPLICABLE

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth

46 - Company Name: SHEBOYGAN CITY

47 - Address Street & Number	47 - PO Box
828 CENTER AVE	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	920-459-3446

Insurance

INS 01

63 - Liability Insurance Company	60
SELF INSURED	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name

61 - Policy Holder Company: SHEBOYGAN CITY

School Bus

BUS 01

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With:

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	SOUTH	35

36 - Operating as Classified	37 - Endorsements	35
D		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
S5527905109206	WI	2021	

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
SIMONS	STEVEN	JAMES	

32 - Date Of Birth	33 - Sex
03/12/1951	M

26 - Address Street & Number	26 - PO Box
4312 S 12TH ST	

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

G7L0DKRB02

PK2011

POLICE # C19-05735

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: G7L0DKRB02	Document Override Number:
Agency Accident Number:		Police Number: C19-05735		

4 - Accident Date	5 - Time of Accident (Military Time)	6 - Total Units	7 - Total Injured	8 - Total Killed
03/25/2019	1038	2	0	0

2 - County	3 - Municipality	11 - Accident Location
SHEBOYGAN - 59	SHEBOYGAN - 61, CITY	NON-INTERSECTION

14 - On Hwy No.	14 - On Street Name	14 - Bus/Frnt/Rmp	15 - Est. Dist	Ft/Mi	15 - Hwy. Dir
KK	S 12TH ST		202	F	SOUTH

16 - Fr/At Hwy No.	16 - From/At Street Name	16 - Business/Frontage/Ramp
	FOREST AVE	

17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude
H	4312	43.705639121956	-87.72054118149

80 - First Harmful Event	93 - Manner of Collision
MOTOR VEHICLE IN TRANSPORT	ANGLE

112 - Access Control	113 - Road Curvature	113 - Road Terrain	Surface Type
NO CONTROL	STRAIGHT	LEVEL/FLAT	BLACKTOP (BITMINOUS) - 2

115 - Traffic Way: NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)

117 - Relation To Roadway: ON-ROADWAY

114 - Light Condition	116 - Road Surface Condition	118 - Weather
DAYLIGHT	DRY	CLEAR

9	9	9	9	9
☐ Hit and Run	☐ Government Property	☐ Fire	☐ Photos Taken	☐ Trailer or Towed

9	9	9	9
☐ Truck, Bus, or Hazardous Materials	☐ Load Spillage	☐ Construction Zone	☐ Names Exchanged

101	102	103	79 - E M S Number
☒ Supplemental Reports	☐ Witness Statements	☐ Measurements Taken	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	NORTH	35

36 - Operating as Classified	37 - Endorsements	35
C		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
S5300647636500	WI	2023	

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
SCHMITT	BRIAN	DAVID	

32 - Date Of Birth	33 - Sex
10/05/1976	M

26 - Address Street & Number	26 - PO Box
906 CENTER AVE	

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
OOSTBURG	WI	53070	920-918-0121

39 - Seat Position	40 - Safety Equipment
FRONT-SEAT-RIGHT	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
BACKING-MANEUVER	NO-CONTROL	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors: NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

School Bus

BUS 02

Bus Travelling to/from ◯ To ◯ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY

ACCIDENT OCCURRED AT ENTRANCE TO DRIVEWAY OF 4312 S 12TH ST. UNIT #1, A CITY OWNED STREET CLEARNER, OPERATED BY BRIAN, DRIVER OPERATION FROM RIGHT SIDE OF VEHICLE, ADVISED THAT HE WAS BACKING UP ALONG THE ROADSIDE TO REMOVE DEBRIS FROM THE VEHICLE SWEEPING MECHANISM. AS HE WAS BACKING HE WAS SWITCHING BETWEEN THE RIGHT SIDE MIRROR AND THE BACKING CAMERA OF THE VEHICLE. BRIAN ADVISED THAT AS HE WAS BACKING HE DID NOT SEE UNIT #2 THAT HAD PASSED HIM ON THE LEFT SIDE AND WAS BACKING AS WELL. BRIAN ADVISED THAT AS HE WAS BACKING AND WATCHING THE RIGHT SIDE MIRROR HIS VEHICLE COLLIDED WITH UNIT #2. STEVEN OPERATING UNIT #2 ADVISED HE WAS NORTH BOUND PAST UNIT #1 WHICH HAD PULLED JUST PAST HIS DRIVEWAY HEADING SOUTH. STEVEN ADVISED THAT HE HAD STOPPED IN THE ROADWAY AND WAS BACKING INTO HIS DRIVEWAY. STEVEN ADVISED THAT AS HE WAS BACKING HE WAS WATCHING HIS LEFT SIDE MIRROR AND DID NOT SEE UNIT #1 WAS BACKING. STEVEN ADVISED THAT UNIT #1 COLLIDED WITH HIS VEHICLE AS HE WAS WATCHING HIS LEFT MIRROR BACKING UP INTO HIS DRIVEWAY. IN CONTACT WITH BOTH DRIVERS THEY BOTH ADVISED THEY WERE WATCHING THEIR DRIVER SIDE MIRROR AND BACKING AT THE SAME TIME. BOTH DID NOT SEE THE OTHER VEHICLE WAS MOVING, UNIT #1 DID NOT SEE AS UNIT #2 CAME FROM OPPOSITE SIDE OF TRUCK, AND UNIT #2 DID NOT SEE AS HE WAS WATCHING LEFT SIDE MIRROR. BASED ON THE INFORMATION GIVEN NOT ABLE TO ASSIGN AN AT FAULT DRIVER AS BOTH WERE PERFORMING THE SAME MANEUVER. NO CITATIONS ISSUED. 299

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
HENDRIKSE	**JOEL**		**299**

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	**SHEBOYGAN POLICE DEPARTMENT**

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	**WI**	**53081**	**920-459-3333**

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
03/25/2019	**1038**	**1118**	**03/25/2019**

Agency Accident Number	Police Number	19 - Special Study
	C19-05735	

18 - Agency Space

PK2011

OPERATOR/PEDESTRIAN 02

27 - City: SHEBOYGAN	27 - State: WI	27 - Zip Code: 53081	28 - Telephone Number: 920-452-5248
39 - Seat Position: FRONT-SEAT-LEFT		40 - Safety Equipment: SHOULDER-BELT-AND-LAP-BELT-USED	
38 - Injury Severity: N - NO APPARENT INJURY	41 - Airbag: NON-DEPLOYED	42 - Ejected: NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated: NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing: BACKING-MANEUVER	120 - Traffic Control: NO-CONTROL	62 - No. of Citations Issued: 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
122 - Driver Factors: NOT-APPLICABLE				
88 - Driver or Pedestrian Cond: APPEARED NORMAL	89 - Substance Presence: NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test: TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test: TEST-NOT-GIVEN	
91 - Drugs Reported			
124 - Highway Factors			

Vehicle

VEHICLE 02

21 - Unit Type: AUTOMOBILE	Vehicle Type: PASSENGER-CAR				22 - Total Occupants: 1
56 - License Plate Number: AUDIES	57 - Plate Type: AUT	58 - State: WI	59 - Exp Year	55 - Vehicle Identification Number: 1FMCU0J92EUB77286	
50 - Year: 2014	51 - Make: FORD	52 - Model: ESCAPE TIT	53 - Body Style: LL	54 - Color: RED	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage: REAR PASSENGER SIDE					
95 - Extent Of Damage: MODERATE	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By: OPERATOR		
123 - Vehicle Factors: NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name: SIMONS	46 - First Name: AUDREY	46 - Middle Initial: J	46 - Suffix	Date Of Birth: 04/28/1954
46 - Company Name				
47 - Address Street & Number: 4312 S 12TH ST		47 - PO Box		
48 - City: SHEBOYGAN	48 - State: WI	48 - Zip Code: 53081	49 - Telephone Number: 920-452-5248	

Insurance

INS 02

63 - Liability Insurance Company: CINCINNATI CASUALTY CO, THE		60 ☒ Policy Holder Same As Owner
61 - Policy Holder Last Name: SIMONS	61 - Policy Holder First Name: AUDREY	
61 - Policy Holder Company		

CINCINNATI INSURANCE COMPANY

***** ESTIMATE *****

03/27/2019 12:53 PM

Owner

Owner: STEVEN & AUDREY SIMONS
Address: 4312 S. 12th St.
City State Zip: Sheboygan, WI 53081
Work/Day: (920)918-6901
FAX:

Control Information

Claim # : 3315065 001
Loss Date/Time: 03/25/2019 07:00 AM
Deductible: $500.00
Insured Policy # : 05A010342789
Loss Type: Collision

Ins. Company: CINCINNATI INSURANCE COMPANY
Address: P.O. Box 963
City State Zip: Sheboygan, WI 53082-0963
Email: keith_reyer@cinfin.com
Work/Day: (920)457-9510
FAX: (866)231-6470

Insured: STEVEN SIMONS

Inspection

Inspection Date: 03/26/2019 04:30 PM
Primary Impact: Right Side
Driveable: Yes
Inspection Type: Field
Secondary Impact:
Rental Assisted:

Assigned Date/Time:
First Contact Date/Time:
Received Date/Time: 03/27/2019 12:39 AM
Appointment Date/Time: 03/27/2019 07:00 AM

Appraiser Name: KEITH REYER
Address: P.O. Box 963
City State Zip: Sheboygan, WI 53082-0963
Email: keith_reyer@cinfin.com
Appraiser License # :
Work/Day: (920)457-9510
Cell: (920)889-1307
FAX: (866)231-6470

Repairer

Repairer: Dick Brantmeier Ford
Address: 3624 Kohler Memorial Dr
City State Zip: Sheboygan, WI 53081
Email: daspae@dickbrantmeier.com
Contact:
Work/Day: (920)458-6111
FAX: (920)451-8198

Target Complete Date/Time:
Days To Repair: 14

Vehicle

OEM Part Price Quote ID: ****

2014 Ford Escape Titanium 4 DR Wagon
4cyl 2.0 EcoBoost
6-Speed Automatic

Lic.Plate: AUDIE S
Lic Expire:
Prod Date:
Lic State: WI
VIN: 1FMCU0J92EUB77286
Mileage: 33,387

Veh Insp# :		**Mileage Type:**	Actual
Condition:		**Code:**	P7143E
Ext. Color:	Sunset	**Int. Color:**	Torino],[3CFSV0][Torino / Medium Lig
Ext. Refinish:	Two-Stage	**Int. Refinish:**	Two-Stage
Ext. Paint Code:	PN4CW	**Int. Trim Code:**	000SV

Options - ***AudaVIN Information Received***

19 Inch Alloy Wheels	1st Row LCD Monitor(s)	2nd Row Head Airbags
AM/FM CD Player	Active Grille Shutter	Air Conditioning
Alarm System	Amplifier	Anti-Lock Brakes
Auto Emergency Braking	Auto Headlamp Control	Automatic Dimming Mirror
Auxiliary Audio Input	Bodyside Cladding	Bucket Seats
Center Console	Chrome Grille	Compact Spare Tire
Cruise Control	Driver Information Sys	Driver Knee Airbag
Driver Seat Memory	Dual Airbags	Dual Zone Auto A/C
Elect. Stability Control	Electric Steering	Electronic Compass
Engine Block Heater	Ext Mirror Turn Signals	Floor Mats
Fog Lights	Garage Door Opener	Halogen Headlights
Head Airbags	Heated Front Seats	Heated Power Mirrors
High Definition Radio	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry Keypad	Keyless Entry System
Keyless Ignition System	Leather Seats	Leather Shift Knob
Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mirror(s) Memory	***Navigation System***	Overhead Console
Power Brakes	Power Door Locks	Power Drivers Seat
Power Liftgate	Power Windows	Privacy Glass
Pwr Accessory Outlet(s)	Pwr Driver Lumbar Supp	Rear Spoiler
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Remote Starter	Reverse Sensing System	Roof Rails
Sensored Hatch Release	Side Airbags	Side Mirror Lighting
SiriusXM Satellite Radio	Split Folding Rear Seat	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Tilt & Telescopic Steer
Tire Pressure Monitor	Torque Vectoring Diff.	Touch Screen Display
Traction Control System	Trip Computer	USB Audio Input(s)
Wheel Lip Moldings	Wireless Audio Streaming	Wireless Phone Connect

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	1199		Mldg,Front Door Side RT	R & I Assembly				0.2	SM
2	RI	1192		Mldg,Rear Door Side RT	R & I Assembly				0.2	SM
3	E	585		Mldg,Quarter Side RT	CJ5Z78290A60AA	$67.82			INC	SM
Front Doors										
4	BR	208	13	Door Shell,Front RT High Strength Steel	Blend Refinish 1.1 Blend 0.6 Two-stage setup 0.5 Two-stage				2.2	RF
5	E	232		Mldg,Front Door Belt RT	CJ5Z7821452C	$101.52			0.2	SM
6	EU	441		Housing,Mirror Outer RT	Replace Recycled	$150.00	+25.00		0.5	SM
7	L	441		Housing,Mirror Outer RT	Refinish 0.3 Surface				0.3	RF
8	L	1196		Cover,Frt Door Mirror RT	Refinish 0.3 Surface				0.4	RF

				0.1 Two-stage				
9	RI	648	Handle,Front Door Otr RT	R & I Assembly			0.2	SM
Rear Doors								
10	EU	288	Door Assembly,Rear RT	Replace Recycled	$445.00	+25.00	2.4	SM
11	L	288	Door Shell,Rear RT	Refinish			3.7	RF
				2.1 Surface				
				1.0 Edge				
				0.6 Two-stage				
12	RI	304	Mldg,Rear Door Belt RT	R & I Assembly			INC	SM
13	RI	1154	Pnl,Inner Door Trim RT	R & I Assembly			INC	SM
14	RI	300	Reg,Rear Door Glass RT	R & I Assembly			0.7	SM
15	L	1005	Handle,RR Door Outer RT	Refinish			0.4	RF
				0.3 Surface				
				0.1 Two-stage				
16	RI	1005	Handle,RR Door Outer RT	R & I Assembly			INC	SM
Quarter And Rocker Panel								
17	L	390	Panel,Quarter RT	Refinish			4.3	RF
				2.1 Surface				
				1.5 Edge				
				0.7 Two-stage				
18	E	390	Pnl,Qtr (in Window Opn RT	GJ5Z7827840A	$1,060.78		18.4	SM
19	E	429	Door,Fuel Filler RT	CV4Z78405A26B	$25.28		INC	SM
20	L	429	Door,Fuel Filler RT	Refinish			0.4	RF
				0.3 Surface				
				0.1 Two-stage				
21	E	1146	Housing,Fuel Filler RT	CV4Z7827936A	$56.95		INC	SM
22	RI	406	Qtr Glass R & I RT	R & I Assembly			INC	SM
Inner Quarter & Panels								
23	I	439 07	Pnl,Quarter Inner R/F	Repair			4.0*	SM
24	L	439	Pnl,Quarter Inner R/F	Refinish			1.6	RF
				1.3 Surface				
				0.3 Two-stage				
25	E	447	Gutter,Tailgate RT	CJ5Z7845114C	$177.60		8.2	SM
26	L	447	Gutter,Tailgate RT	Refinish			0.7	RF
				0.6 Surface				
				0.1 Two-stage				
Rear Bumper								
27	PC	1225	Extn,RR Bumper Outer RT	Replace PXN Reconditioned	$181.00		0.2	SM
28	L	1225	Extn,RR Bumper Outer RT	Refinish			1.2	RF
				1.0 Surface				
				0.2 Two-stage				
Rear Body, Lamps And Floor Pan								
29	PC	534	Taillamp Assembly,Otr RT	Replace PXN Reconditioned	$133.00		INC	SM
Manual Entries								
30	E		Anti-Corrosion	Replace OEM	$10.00*			SM
31	E		Flex Additive	Replace OEM	$6.00*			SM
32	N		Car Cover/Liquid Mask	Additional Labor	$10.00*		0.2*	SM
33	SB		Hazardous Waste Removal	Sublet Repair	$3.00*			SM
34	I		Glass Clean Up	Repair			0.3*	SM
35	I		Cleanup, LKQ parts	Repair			1.0*	SM*
36	SB		Towing	Sublet Repair	$75.00*	+15.00		SM*
37	N		Rt Rear Door	Additional Labor			0.5*	SM*
			>> R&I wiring for one-touch to LKQ door					

37 Items

MC	Message

07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts			$1,505.95	
Other Parts			$919.00	
Paint & Materials	15.2 Hours @ $40.00		$608.00	
Line Item Markup			$148.75	
Parts & Material Total				$3,181.70
Tax on Parts & Material	@ 5.500%			$174.99

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**		
Sheet Metal (SM)	$60.00	31.2	6.0	37.2	$2,232.00	
Mech/Elec (ME)	$75.00					
Frame (FR)	$70.00					
Refinish (RF)	$60.00	15.2		15.2	$912.00	
Labor Total				52.4 Hours		$3,144.00
Tax on Labor		@ 5.500%			$172.92	
Sublet Repairs					$89.25	
Tax on Sublet		@ 5.500%			$4.91	
Gross Total						**$6,767.77**
Less: Deductible						$500.00-
Net Total						**$6,267.77**

Alternate Parts Y/02/02/00/00/00 CUM 02/02/00/00/00 Zip Code: 53082 Sheboygan, WI CAPA
OEM Part Prices DT 03/27/2019 12:55 AM EstimateID 540047273002803200 QuoteID ****
Recycled Parts Y/8/2 Zip Code: 53081
Rate Name Default

Audatex Estimating 8.0.642 Update 4 ES 04/12/2019 04:59 PM REL 8.0.642 Update 4 DT 03/01/2019 DB 04/08/2019
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3.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

NO SUPPLEMENTS WITHOUT PRIOR APPROVAL.

THIS ESTIMATE MAY HAVE BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. IF UTILIZED, WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

VEHICLE OWNER'S SIGNATURE:_____

Op Codes

* = User-Entered Value
EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance
E = Replace OEM
OE = Replace PXN OE Srpls
EP = NON-OEM CAPA CERT.
PM = Replace PXN Reman/Rebit
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage
NG = Replace NAGS
UE = Replace OE Surplus
EU = Replace Recycled
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check

Solera Audatex

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Solera

ARMS® CINCINNATI INS

Rental Company: ENTERPRISE RENT-A-CAR
Invoice: D072638-4481
Alternate Invoice Number: 58HVJ8

Bill To: CIN3891
CINCINNATI INS
ATTN: KEITH REYER
P.O. BOX 145496
CINCINNATI, OH 452505496

RENTER INFORMATION:
Renter: SIMONS, AUDREY

RENTAL INFORMATION:
Rental Branch Location:
ENTERPRISE RENT-A-CAR (4481)
3060 S BUSINESS DR
SHEBOYGAN, WI 530816521
(920) 458-1414

ADDITIONAL CLAIM INFORMATION:
Claim Number :331506500201
Claim Type: Insured
Vehicle Condition: Non-Driveable
Date Of Loss: 3/25/19
Insured Name: STEVEN SIMONS
Owner's Vehicle: 2014 FORD
Additional Driver:

Repair Facility:
BRANTMEIER FORD BODYSHOP
SHEBOYGAN, WI 53081
(920) 458-6111

RENTAL DETAIL:

Rental Period: 3/28/19 to 4/15/19 (19 days)
Billed Period: 3/28/19 to 4/15/19 (19 days)

Products and Services	Rate	Amount
19 TIME & DISTANCE	44.99	$854.81
1 REFUELING CHARGE	0.00	$0.00
Taxes and Surcharges		
19 TITLE AND REGISTRATION FEES	0.61	$11.59
1 SALES TAX	5.50%	$47.65
	Total Charges:	$914.05
	Less Amount Received:	$534.05
	Total Amount Due:	**$380.00**

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
3/28/19 10:15 AM	2019	HYUN	TUCS	KM8J2CA47KU917137	2848	3418	570	$44.99

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
ENTERPRISE RENT-A-CAR
P.O. BOX 840086
KANSAS CITY, MO 64184-0086
Federal ID: 43-0724835

Total Charges: $914.05
Less Amount Received: $534.05
Total Amount Due..... **$380.00**

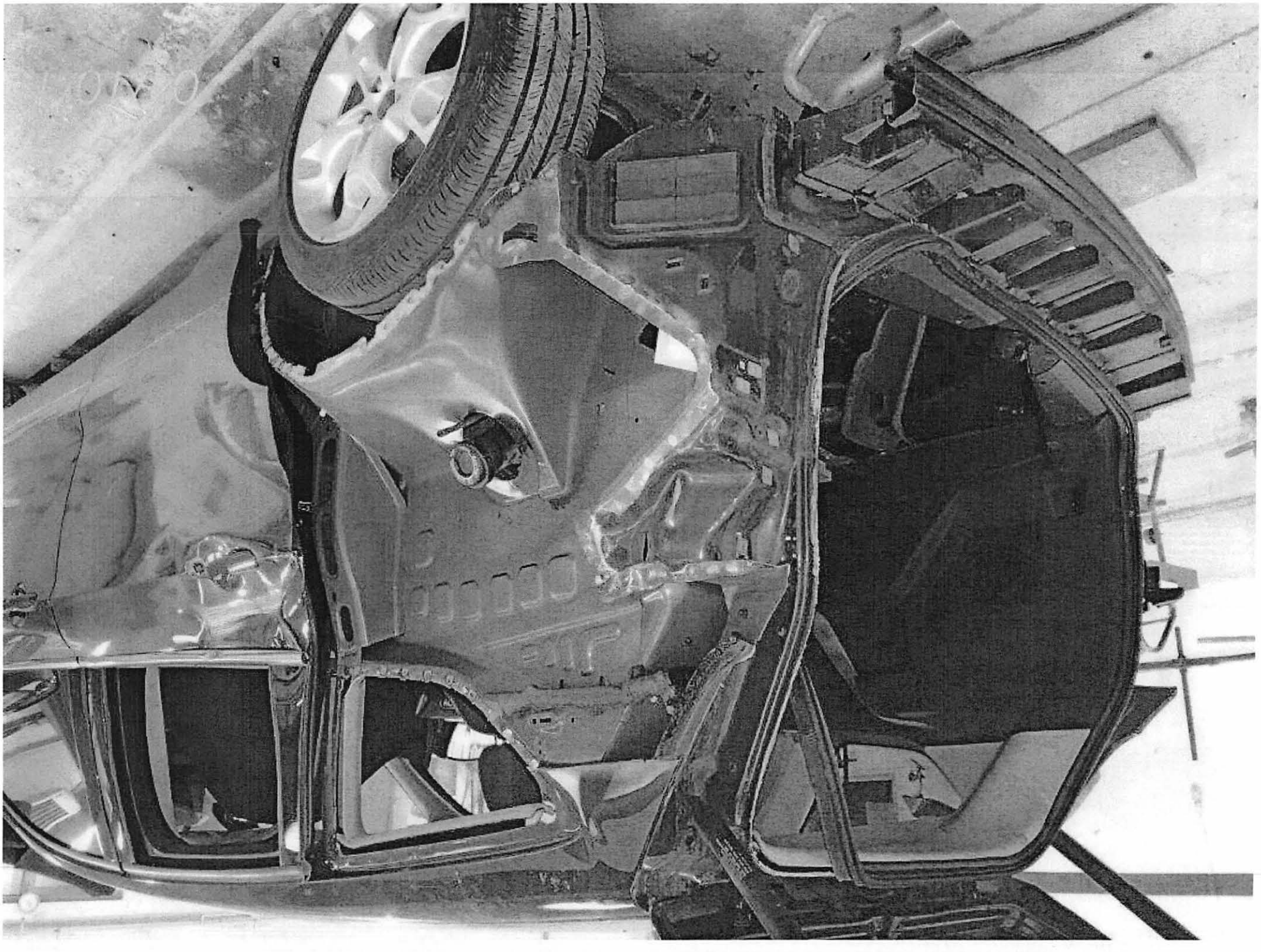
Please include on your check:
Invoice: D072638-4481

Name of Claim/Subclaim	Loss/Expense	Payee/Payer	Outgoing Payment Amount	Incoming Salvage Payment Amount	Incoming Subrogation/Recovery Payments	Other Recovery Payment Amt	Posting Date	Benefit Type/Reserve Type Name	Payment Reason Name	Note to Payee	Check Number	Payment Number
170 Steven Simons	Loss	Audrey Simons	6,767.77	0.00	0.00	0.00	4/13/2019	Loss	Auto Body Repair	Collision Loss: '14 Ford Escape - $500 deductible	112840995	1
170 Steven Simons	Loss	Audrey Simons	-500.00	0.00	0.00	0.00	4/13/2019	Loss	Auto Body Repair	Collision Loss: '14 Ford Escape - $500 deductible	112840995	1
146 Steven Simons	Loss	ENTERPRISE HOLDINGS INC	380.00	0.00	0.00	0.00	4/17/2019	Loss	Auto Rental	Enterprise Rent-A-Car Reservation		1
			6,647.77	0.00	0.00	0.00						

Check Number	Payment Number
112840995	1
112840995	1
	1

AUDIE S
STUMPF
TITANIUM
03/26/19

03/26/19



II

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

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. 75-521 by Sheboygan County, List of Tax Liens for 2010, 2011, 2012, 2013, 2014, and 2015.

_____
CITY CLERK

Finance & Personnel

MAY 14 '19 AM 11:32
CLERK CIRCUIT COURT
FILED
2019 MAY -7 P 4:22
SHEBOYGAN COUNTY
WISCONSIN

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

IN THE MATTER OF THE FORECLOSURE OF TAX LIENS UNDER WIS. STAT. § 75.521 BY SHEBOYGAN COUNTY, LIST OF TAX LIENS FOR 2010, 2011, 2012, 2013, 2014, AND 2015, NUMBER FORTY-FIVE

Case Classification Code 30405

Case No. 19 GF 021

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM* 2010, 2011, 2012, 2013, 2014, AND 2015, NUMBER FORTY-FIVE

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2010 through 2015, sales of 2011 through 2016, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "Principal Sum of Lien" amounts are as of April 29, 2019, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

(The rest of this page intentionally left blank.)

PARCEL NO. 59281002310

Owner(s) of Record:
Darrell W. Braaksma, a single person, by virtue of a Warranty Deed dated January 19, 1987 and recorded January 20, 1987 at 4:30 p.m. in Volume 1039, Page 543 as Document Number 1145727.

Property Address:
1817 N. 3rd Street, Sheboygan, WI 53081

Legal Description:
Lot 8, Block 6, Assessment Subdivision No. 5 of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Mortgages:
Mortgage executed by Darrell W. Braaksma and Debra Braaksma to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated October 30, 2001 and recorded January 10, 2002 at 2:52 p.m. in Volume 1939 of Records, Page 144 as Document Number 1623940, securing the principal sum of $25,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	528
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$2,226.02
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281007450

Owner(s) of Record:
Charles P. Bruyette by virtue of a Warranty Deed dated December 19, 2005 and recorded December 21, 2005 at 9:05 a.m. as Document Number 1785612.

Property Address:
1607 N. 7th Street, Sheboygan, WI 53081

Legal Description:
That part of the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Seven (7), being East of the East line of North Seventh Street, also the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Six (6), also the South Fifty (50) feet of the North One Hundred (100) feet of the West Ten (10) feet of Lot Number Five (5), all in End's Subdivision of the East Half (E ½) of Lot Number One (1) and the South Half (S ½) of Lot Number Two (2) of Bates Addition to the City of Sheboygan, except the West Twenty-Six (26) feet of the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Seven (7) taken for North Seventh Street, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	554
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$148.40
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281101930

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated June 26, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by virtue of a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578; and by virtue of a Warranty Deed dated May 27, 1994 and recorded June 2, 1994 at 1:34 p.m. as Document Number 1405502.

Property Address:
1332 N. 7th Street, Sheboygan, WI 53081

Legal Description:
The North Fifty (50) feet of Lot One (1) and the North Fifty (50) feet of the East Fifteen (15) feet of Lot Two (2), all in Block Number Forty-Three (43) of the Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by William C. Sukowaty and Gayle M. Sukowaty to Firstar Bank Wisconsin, P.O. Box 2584, Oshkosh, WI 54903, dated March 11, 1998 and recorded March 18, 1998 at 8:47 a.m. in Volume 1561 of Records, Page 6 as Document Number 1499891, securing the principal sum of $350,000.00 (includes other lands).

Mortgage Assignment from Firstar Bank Wisconsin to Casco Bay Finance Company LLC, 50 Portland Pier, Suite 400, Portland, ME 04101, dated July 6, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831402.

Mortgage Assignment from Casco Bay Finance Company LLC to Textron Financial Corporation, 11575 Great Oaks Way, Suite 210, Alpharetta, GA 30022 dated July 7, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831403.

Mortgage Assignment from Textron Financial Corporation to Casco Bay Finance Company LLC, 50 Portland Pier, Suite 400, Portland, ME 04101 dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845164.

Mortgage Assignment from Casco Bay Finance Company LLC to JCG Properties LLC, 5614 Superior Avenue, Sheboygan, WI 53083 dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845165.

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address), dated February 13, 2014 and recorded February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	621	556
Tax Year:	2014	2015
Sale Year:	2015	2016
Principal Sum of Lien:	$1,299.55	$1,249.74
Date Interest and Penalty Computed:	2/1/2015	2/1/2016

Other:
Raze Order dated July 20, 2018 and recorded August 3, 2018 at 2:27 p.m. as Document Number 2060568.

PARCEL NO. 59281203660

Owner(s) of Record:
Tou Lee and Cha Mee Vang, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated October 25, 2001 and recorded October 31, 2001 at 10:43 a.m. in Volume 1895 of Records, Page 338 as Document Number 1614937.

Property Address:
1118B St. Clair Avenue, Sheboygan, Wisconsin 53081

Legal Description:
The North ½ of Lot 10, Block 60, Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee) to Johnson Bank, 701 N. 8th Street, Sheboygan, Wisconsin, 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875258, securing the principal sum of $49,000.00.

Assignment of Rents executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee) to Johnson Bank, 701 N. 8th Street, Sheboygan, Wisconsin, 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875259.

Notice of Lis Pendens as it relates to Mortgage in Document Number 1875258 executed by Johnson Bank (Plaintiff) v. Tou Lee and Manasty V. Lee (Defendants), Sheboygan County Circuit Court Case Number 13CV506, dated July 8, 2013 and recorded July 9, 2013 at 11:58 a.m. as Document Number 1971931.

Judgments/Liens:
Judgment executed against Tou Lee in favor of Olsen, Kloet, Gunderson & Conway, 602 N. 6th Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 16SC416, entered March 28,

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ40, entered December 6, 2017 and docketed March 14, 2018 at 10:31 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ41, entered December 6, 2017 and docketed March 14, 2018 at 10:32 a.m. in the principal sum of $187.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ42, entered December 6, 2017 and docketed March 14, 2018 at 10:32 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ58, entered March 7, 2018 and docketed June 11, 2018 at 10:30 a.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ59, entered March 7, 2018 and docketed June 11, 2018 at 3:50 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ60, entered March 7, 2018 and docketed June 11, 2018 at 3:50 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ61, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ62, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ63, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ64, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ65, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ66, entered March 7, 2018 and docketed June 11, 2018 at 3:52 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ67, entered March 7, 2018 and docketed June 11, 2018 at 3:52 p.m. in the principal sum of $187.00. (no attorney listed)

State Tax Lien executed against Tou Lee in favor of WI Department of Workforce Development, (no address provided), Sheboygan County Circuit Court Case Number 18UC75, Warrant Number 201806704, Type of Tax - Unemployment Compensation, entered November 20, 2018 and docketed November 20, 2018 at 1:10 p.m. in the principal sum of $1,126.88. (no attorney listed)

Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$243.68
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281206150

Owner(s) of Record:
Harold A. Peek by virtue of a Personal Representative's Deed dated August 26, 2011 and recorded November 4, 2011 at 3:46 p.m. as Document Number 1933287.

Property Address:
1123 Erie Avenue, Sheboygan, WI 53081

Legal Description:
West ½ of Lot 4, Block 92, Sheboygan Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold A. Peek in favor of Sheboygan County, 508 New York Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $18,456.79. (no attorney listed)

Taxes:

Certificate No.:	658	657
Tax Year:	2015	2015
Sale Year:	2016	2016
Principal Sum of Lien:	$377.36	$974.47
Date Interest and Penalty Computed:	2/1/2016	2/1/2016

Other:
None of Record

PARCEL NO. 59281206245

Owner(s) of Record:
Harold A. Peek, by virtue of a Personal Representative's Deed, dated August 26, 2011 and recorded on November 4, 2011 at 3:46 p.m. as Document Number 1933287.

Property Address:
Garage across Alley from 1123 Erie Avenue, Sheboygan, WI 53081

Legal Description:
The North 35 feet of Lot 9, Block 92, of the Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin.

Other:
None of Record

PARCEL NO. 59281303710

Owner(s) of Record:
Curtis D. Weissgerber by virtue of a Warranty Deed dated June 11, 2011 and recorded June 12, 2012 at 1:39 p.m. as Document Number 1946560.

Property Address:
1409 S. 9th Street, Sheboygan, WI 53081

Legal Description:
The North Forty-Two (42.00) feet of the South One Hundred Twenty-Six (126.00) feet of Lot Six (6) and the North Forty-Two (42.00) feet of the South One Hundred Twenty-Six (126.00) feet of the West One-Half (W ½) of Lot Five (5), Block Two Hundred Ninety-Four (294), in the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	699
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$120.82
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281304020

Owner(s) of Record:
Damon T. Green by virtue of a Warranty Deed dated February 6, 2015 and recorded January 20, 2016 at 3:33 p.m. as Document Number 2015387.

Property Address:
919 High Avenue, Sheboygan, WI 53081

Legal Description:
Lot Seven (7), Block Two (2), Assessment Subdivision No. 16, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:

Judgment executed against Rod Louis Kleeman in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ193, entered January 4, 2017 and docketed August 16, 2018 at 3:37 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rodd Louis Kleeman in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ192, entered September 21, 2016 and docketed August 16, 2018 at 4:36 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rodd Louis Kleeman in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ191, entered September 21, 2016 and docketed August 16, 2018 at 4:36 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rodd Louis Kleeman in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ190, entered January 6, 2018 and docketed August 16, 2018 at 4:35 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rodd Louis Kleeman in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ189, entered January 6, 2016 and docketed August 16, 2018 at 4:35 p.m. in the principal sum of $691.00. (no attorney listed)

Taxes:

Certificate No.:	728
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$2,602.56
Date Interest and Penalty Computed:	2/1/2016

Other:
Easement to the City of Sheboygan dated August 13, 2002 and recorded September 23, 2002 at 3:11 p.m. as Document Number 1650145.

PARCEL NO. 59281320070

Owner(s) of Record:
Joseph S. Myszewski by virtue of a Warranty Deed dated October 31, 2006 and recorded November 6, 2006 at 9:16 a.m. as Document Number 1812370. (Block incorrectly stated on Warranty Deed).

Property Address:
730 Union Avenue, Sheboygan, WI 53081

Corrected Legal Description: Wis. Stat. § 75.145
The West 45 feet, Lot 8, Block 14, Swift's Addition to the City of Sheboygan, according to the recorded plat thereof, Sheboygan County, Wisconsin.

Mortgages:
Mortgage executed by Joseph S. Myszewski to UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, dated October 31, 2006 and recorded November 6, 2006 at 9:16 a.m. as Document Number 1812371, securing the principal sum of $100,848.51. (Block incorrectly stated on Mortgage).

Judgments/Liens:
Judgment executed against Joseph Myszewski, Jr. in favor of Orange Cross Ambulance, 1919 Ashland Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14SC1027, entered May 19, 2014 and docketed May 22, 2014 at 8:39 a.m. in the principal sum of $746.08. (Attorney Andrew H. Morgan, Esq.)

Judgment executed against Joseph S. Myszewski in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ130, entered January 17, 2018 and docketed August 15, 2018 at 11:40 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Joseph S. Myszewski in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ131, entered January 17, 2018 and docketed August 15, 2018 at 11:40 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Joseph S. Myszewski in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ132, entered January 17, 2018 and docketed August 15, 2018 at 11:41 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Joseph S. Myszewski in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ133, entered May 2, 2018 and docketed August 15, 2018 at 11:41 a.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against Joseph S. Myszewski in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16CT195, entered March 8, 2018 and docketed March 8, 2018 at 3:51 p.m. in the principal sum of $217.10. (no attorney listed)

Taxes:

Certificate No.:	777
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$477.94
Date Interest and Penalty Computed:	2/1/2016

Other:
U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 12-24273-mdm, Chapter 13, filed April 4, 2012 by Joseph S. Myszewski, terminated March 11, 2014.

PARCEL NO. 59281400750

Owner(s) of Record:
Tracy L. Rios by virtue of a Warranty Deed dated March 14, 2003 and recorded May 1, 2003 at 12:36 p.m. as Document Number 1683695.

Property Address:
1131 Swift Avenue, Sheboygan, WI 53081

Legal Description:
Lot Six (6), Block Three (3), according to the recorded Plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	787
Tax Year:	2015

PARCEL NO. 59281420480

Owner(s) of Record:
Erika Rosas, a married person, and Araceli Salgado by virtue of a Quit Claim Deed dated November 16, 2012 and recorded December 4, 2012 at 3:33 p.m. as Document Number 1957966; and by virtue of a Personal Representative's Deed to Luis Hernandez and Erika Rosas, husband and wife, as survivorship marital property, and Araceli Salgado, dated April 28, 2011 and recorded July 21, 2011 at 4:34 p.m. as Document Number 1927493.

Property Address:
1816 S. 24th Street, Sheboygan, WI 53081

Legal Description:
The South 27 feet of Lot 6 and the North 33 feet of Lots 7 and 8, Block 3, Parkview Subdivision, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Luis Hernandez (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (none listed), entered May 22, 2012 and docketed May 22, 2012 at 10:03 a.m. in the principal sum of $49.00. (no attorney listed)

Taxes:

Certificate No.:	829
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$2,631.13
Date Interest and Penalty Computed:	2/1/2016

Other:
Protective Covenants recorded June 23, 1955 in Volume 5 of Contracts, Page 158 as Document Number 640731.

PARCEL NO. 59281430796

Owner(s) of Record:
Judith Ries by virtue of a Warranty Deed dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Page 410 as Document Number 1497785.

Property Address:
2608 Camelot Boulevard, Sheboygan, WI 53081

Legal Description:
Lot 3 of a Certified Survey Map recorded in Volume 11 of Certified Survey Maps, Page 288 as Document Number 1413783, being part of the Northwest Quarter (NW ¼) of Section 3, Town 14 North, Range 23 East and Section 4, Town 14 North, Range 23 East.

Mortgages:
Mortgage executed by Judith Ries to Sheboygan County Habitat for Humanity, Inc. (no address listed), dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Pages 416-417 as Document Number 1497787, securing the principal sum of $37,500.00.

Judgments/Liens:
Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered July 22, 2009 and docketed July 22, 2009 at 1:57 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered September 29, 2010 and docketed September 29, 2010 at 12:46 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered September 14, 2011 and docketed September 14, 2011 at 3:00 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered October 6, 2011 and docketed October 6, 2011 at 2:34 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Portfolio Recovery Associates, P.O. Box 12914, Norfolk, VA 23541, Sheboygan County Circuit Court Case Number 15SC1066, entered June 1, 2015 and docketed June 30, 2015 at 8:52 a.m. in the principal sum of $2,016.12. (Attorney Dustin Allen McMahon)

Judgment executed against Shannon E. Molkentin in favor of Hopp Neumann Humke LLP, 2124 Kohler Memorial Drive, Suite 110, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14SC1372, entered June 30, 2014 and docketed July 3, 2014 at 4:08 p.m. in the principal sum of $776.50. (Attorney Paul A. Dirkse)

Judgment executed against Shannon Mora and Jose Mora in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ124, entered May 16, 2012 and docketed July 23, 2012 at 3:57 p.m. in the principal sum of $114.00. (no attorney listed)

Taxes:

Certificate No.:	847
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$518.12
Date Interest and Penalty Computed:	2/1/2016

Other:
Rights of the public to Washington Avenue.

PARCEL NO. 59281501760

Owner(s) of Record:
John Lo and Kanong Lo (a/k/a Ka Nong Y. Lo), husband and wife as survivorship marital property, by virtue of a Warranty Deed dated December 23, 2010 and recorded December 30, 2010 at 2:49 p.m. as Document Number 1917231.

Property Address:
1309 Center Avenue, Sheboygan, WI 53081

Taxes:

Certificate No.:	871	870
Tax Year:	2015	2015
Sale Year:	2016	2016
Principal Sum of Lien:	$236.21	$956.19
Date Interest and Penalty Computed:	2/1/2016	2/1/2016

Other:
None of Record

PARCEL NO. 59281501820

Owner(s) of Record:
Efrem Capetillo Sr., a single person, by virtue of a Quit Claim Deed dated February 8, 2018 and recorded February 9, 2018 at 3:08 p.m. as Document Number 2052346.

Property Address:
521 N. 14th Street, Sheboygan, WI 53081

Legal Description:
The South One-Half (S ½) of the West Forty (40) feet of Lot Number Five (5) and the South Fifty (50) feet of Lot Number Six (6) in Block One Hundred Sixty (160) of the Original Plat of the City of Sheboygan.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	872
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$1,058.17
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281501910

Owner(s) of Record:
Walter E. Lehmann and Sandra K. Lehmann, as joint tenants and not as tenants in common, by virtue of a Joint Tenancy Deed dated November 5, 1990 and recorded November 9, 1990 at 10:23 a.m. in Volume 1155 of Records, Page 51 Document Number 1210789.

Property Address:
Vacant Land along N. 14th Street, Sheboygan, WI 53081

Legal Description:

Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$1,099.13
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281504120

Owner(s) of Record:
Charles R. Rogers and Pennye C. Rogers, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated September 24, 1991 and recorded September 30, 1991 at 8:30 a.m. in Volume 1184 of Records, Page 119 as Document Number 1226521.

Property Address:
1319 New Jersey Avenue, Sheboygan, WI 53081

Legal Description:
The East Thirty-Five (35) feet of Lot Four (4), Block Two Hundred Eighteen (218), Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by Charles R. Rogers and Pennye C. Rogers to Bank One N.A., 841 Greencrest Drive, Westerville, OH, 43081, dated December 24, 1997 and recorded January 6, 1998 at 2:55 p.m. in Volume 1547 of Records, Page 465 as Document Number 1494410, securing the principal sum of $64,000.00.

Assignment of Mortgage from Bank One N.A. to Mortgage First LLC, 283 E. Gentile Street, Suite 100, Layton, UT 84041, dated July 3, 2007 and recorded July 9, 2007 at 2:10 p.m. as Document Number 1830803.

Judgments/Liens:
Judgment executed against Charles Rogers in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 13SC1638, entered July 1, 2013 and docketed July 8, 2013 at 2:10 p.m. in the principal sum of $612.81. (Attorney Adam R. Finkel)

Judgment executed against Charles R. Rogers and Pennye C. Rogers in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC3213, entered May 30, 2013 and docketed May 30, 2013 at 2:07 p.m. in the principal sum of $2,357.55. (Attorney Kirsten Fagerland Pezewski)

Judgment executed against Charles R. Rogers and Pennye C. Rogers in favor of Sonntag Plumbing Inc., 2015 N. 18th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 17SC1072, entered May 22, 2017 and docketed May 24, 2017 at 4:33 p.m. in the principal sum of $732.77. (Attorney Andrew H. Morgan, Esq.)

Judgment executed against Charles Rogers in favor of Jefferson Capital Systems LLC, % Messerli & Kramer PA, 3033 Campus Drive, Suite 250, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 18SC2292, entered November 5, 2018 and docketed December 4, 2018 at 1:57 p.m. in the principal sum of $2,318.75. (Attorney James E. Kachelski)

Taxes:

Property Address:
1219 S. 19th Street, Sheboygan, WI 53081

Legal Description:
Lot Number Twenty-Two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	931
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$1,376.88
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281600900

Owner(s) of Record:
Jose Herrera and Estela Herrera, husband and wife, by virtue of a Warranty Deed dated August 18, 1998 and recorded August 24, 1998 at 12:37 p.m. in Volume 1600 of Records, Page 383 as Document Number 1515941.

Property Address:
1731 Calumet Drive, Sheboygan, WI 53081

Legal Description:
Lot 25, Block 1, Assessment Subdivision No. 1, as amended, City of Sheboygan, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
State Tax Lien executed against Jose Herrera in favor of WI Department of Workforce Development, (no address provided), Sheboygan County Circuit Court Case Number 12UC171, Warrant Number 201213126, Type of Tax - Unemployment Compensation, entered October 9, 2012 and docketed October 9, 2012 at 11:57 a.m. in the principal sum of $317.64. (no attorney listed)

Judgment executed against Jose L. Herrera in favor of Suburban Motors of Grafton Inc., 139 N. Main Street, Thiensville, WI 53092, Sheboygan County Circuit Court Case Number 09SC20, entered October 5, 2009 and docketed October 13, 2009 at 1:00 p.m. in the principal sum of $2,278.57. (Attorney Edward J. Ritger)

Judgment executed against Jose Miguel Herrera, Jr. in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR4198,

Todd L. Drews, a single person, by virtue of a Quit Claim Deed dated November 18, 1997 and recorded February 27, 1998 at 3:13 p.m. in Volume 1557 of Records, Page 351 as Document Number 1498467 (Deed was re-recorded March 17, 1997 at 3:25 p.m. in Volume 1561 of Records, Page 5 as Document Number 1499890).

Property Address:
1831 Martin Avenue, Sheboygan, WI 53083

Legal Description:
Lot 8, Block 1, Erdmann & Heerman's Addition in and to the City of Sheboygan.

Mortgages:
None of Record

Judgments/Liens:
Federal Tax Lien executed against Todd L. Drews in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated April 10, 2012 and filed April 17, 2012 at 1:29 p.m. as Document Number 1943067, in the principal sum of $28,112.79.

Federal Tax Lien executed against Todd L. Drews in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated October 6, 2016 and filed October 17, 2016 at 2:45 p.m. as Document Number 2028981, in the principal sum of $43,470.34.

Judgment executed against Todd L. Drews in favor of Capital One Bank USA N.A., 140 E. Shore Drive 12017-0380, Glen Allen, VA 23059, Sheboygan County Circuit Court Case Number 10SC299, entered March 1, 2010 and docketed March 8, 2010 at 12:45 p.m. in the principal sum of $1,040.35. (Attorney Kevin T. White)

Judgment executed against Todd L. Drews in favor of Sheboygan County, 508 New York Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $4,933.72. (no attorney listed)

Taxes:

Certificate No.:	953
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$675.16
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281610200

Owner(s) of Record:
Dale Maxey, a single person, by virtue of a Warranty Deed dated June 22, 2012 and recorded August 9, 2012 at 12:54 p.m. as Document Number 1950138.

Property Address:
2617 Saemann Avenue, Sheboygan, WI 53081

Legal Description:
Lot 58 and the W ½ of vacated North-South alley adjacent, Fairview, located in the City of Sheboygan, Sheboygan County, Wisconsin.

Judgment executed against Christine Franzen in favor of Security Finance, 522 N. 8th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 10SC1880, entered August 9, 2010 and docketed August 23, 2010 at 3:39 p.m. in the principal sum of $1,338.64. (no attorney listed)

Judgment executed against Christine Franzen in favor of Cottonwood Financial Wisconsin, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 08SC4205, entered January 26, 2009 and docketed February 5, 2009 at 3:22 p.m. in the principal sum of $2,337.00. (no attorney listed)

Judgment executed against Christine L. Franzen in favor of Cash Advance, 2223 S. Memorial Place, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC3535, entered December 14, 2009 and docketed December 30, 2009 at 3:50 p.m. in the principal sum of $741.50. (no attorney listed)

Judgment executed against Christine L. Franzen in favor of Joshua A. Lammers, 5115 S. 14th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 10SC1998, entered August 30, 2010 and docketed July 18, 2011 at 10:43 a.m. in the principal sum of $2,596.50. (no attorney listed)

Judgment executed against Christine L. Franzen in favor of Montessori Children's House, 1907 N. 20th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 11SC65, entered January 24, 2011 and docketed January 25, 2011 at 2:52 p.m. in the principal sum of $348.52. (Attorney Andrew H. Morgan)

Judgment executed against Christine L. Franzen and Eric Franzen in favor of Sheboygan Oral & Maxillofacial Associates Ltd., 3637 Wilgus Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC125, entered January 28, 2013 and docketed January 31, 2013 at 9:03 a.m. in the principal sum of $406.02. (Attorney Andrew H. Morgan)

Judgment executed against Christine L. Franzen in favor of Aurora Health Care Central Inc. and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 13SC2872, entered November 11, 2013 and docketed November 15, 2013 at 11:17 a.m. in the principal sum of $1,362.16. (Attorney John M. Heuer)

Judgment executed against Christine L. Franzen in favor of Salanders Enterprises LLC, 225 S. Executive Drive, Brookfield, WI 53005, Sheboygan County Circuit Court Case Number 14SC2225, entered October 20, 2014 and docketed December 1, 2014 at 1:14 p.m. in the principal sum of $4,234.66. (Attorney J. Adam Dobberstein)

Judgment executed against Christine L. Franzen in favor of Aurora Medical Group Inc., P.O. Box 343910, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 14SC642, entered April 7, 2014 and docketed April 11, 2014 at 11:10 a.m. in the principal sum of $2,082.17. (Attorney John M. Heuer)

Taxes:

Certificate No.:	971
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$2,067.62
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281626740

Owner(s) of Record:

Judgment executed against Jocelyn D. Ertel in favor of Bitter Neumann, 827 N. 14th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 17SC1062, entered May 22, 2017 and docketed May 24, 2017 at 4:27 p.m. in the principal sum of $773.28. (Attorney Andrew H. Morgan, Esq.)

Taxes:

Certificate No.:	990
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$1,166.54
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281711350

Owner(s) of Record:
Tammy Maxey by virtue of a Warranty Deed dated March 5, 2015 and recorded March 9, 2015 at 8:50 a.m. as Document Number 1999631.

Property Address:
1208 Pershing Avenue, Sheboygan, WI 53083

Legal Description:
Lot 7, Block 2, Lake Shore Division, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Tammy Maxey and Dan Maxey in favor of Wojcik Plumbing & Heating, N7320 Deerfield Lane, Sheboygan, WI 53083, Sheboygan County Circuit Court Case Number 16CL5, entered March 18, 2016 and docketed March 18, 2016 at 3:53 p.m. in the principal sum of $1,665.85. (no attorney listed)

Taxes:

Certificate No.:	1038
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$1,987.14
Date Interest and Penalty Computed:	2/1/2016

Other:
Resolution vacating alley dated September 16, 1996 and recorded September 25, 1996 at 8:24 a.m. in Volume 1466, Page 796 as Document Number 1460424.

Ordinance vacating alley dated January 2, 1979 and recorded January 12, 1979 at 10:06 a.m. in Volume 851, Page 50 as Document Number 1038512.

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5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

NOTICE OF COMMENCEMENT OF PROCEEDING
***IN REM.* TO FORECLOSE TAX LIENS**
BY SHEBOYGAN COUNTY

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-five, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated May 7, 2019, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on May 7, 2019. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including July 5, 2019, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said July 5, 2019, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. May 20, 2019.

A RESOLUTION approving the Capital Improvements Program as recommended by the Capital Improvements Commission for the program period of 2020-2024 and adopting the program for implementation.

WHEREAS, the Common Council approved Res. No. 144-16-17 on December 19, 2016 adopting the 2017-2021 Strategic Plan which established the city's mission to provide fiscally-responsible municipal services in an effective and responsive manner, with a vision to be a family-oriented and prosperous community with a wide-variety of housing, business, cultural and recreational opportunities in safe and attractive neighborhoods. The Strategic Plan developed the following focus areas to advance the mission and vision: Quality of Life, Infrastructure and Public Facilities, Economic Development, Neighborhood Revitalization, Governing and Fiscal Management, and Communication; and

WHEREAS, from August 23 to November 30, 2018 the residents of Sheboygan provided direction to elected officials and city leadership in the form of the 2019 Community Survey. The survey results indicated areas of interest in which to direct the city's resources for future improvements; and

WHEREAS, the Capital Improvements Commission convened on April 30, 2019 and May 7, 2019 to review and recommend approval of the 2020-2024 Capital Improvements Program in light of the Strategic Plan and the Community Survey.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the 2020-2024 Capital Improvements Program (copy attached) for implementation.

_____

_____

city plan

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

2020 - 2024 Capital Improvement Program List

	Color / Abbreviation Key:											
	Yellow - Previously approved in same year											
	Blue - Previously approved in a different year		2020		2021		2022		2023		2024	Total
	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive	Executive
	REVENUES											
	Property Tax Levy											
	Police	1	$208,000		$212,000		$217,000		$190,000		$150,000	$977,000
	Street Improvement and Sidewalks	2	$500,000		$500,000		$500,000		$500,000		$500,000	$2,500,000
	General Government Projects	3	$100,492		$60,000		$60,000		$107,000		$100,000	$427,492
	Park, Forest and Open Space Fund	5	$110,000		$110,000		$110,000		$110,000		$110,000	$550,000
	Park Impact Fee Fund	7	$50,000		$40,000		$25,000		$25,000		$40,000	$180,000
	Vehicle / Land Sales	8	$91,000		$111,500		$136,000		$146,000		$105,500	$590,000
	County / State / Federal Grants	9	$1,205,026		$2,707,520		$3,032,000		$1,200,000		$2,850,000	$10,994,546
	Other Municipality Contributions (County Sales Tax)	10	$411,000		$411,000		$411,000		$411,000		$411,000	$2,055,000
	G. O. Borrowed Funds	11	$3,580,546		$4,013,158		$3,967,428		$3,628,250		$3,393,750	$18,583,132
	Other Borrowed Funds	12	$3,046,400		$18,671,400		$16,310,000		$1,793,000		$0	$39,820,800
	Donations	13	$45,300		$835,000		$0		$0		$0	$880,300
	User Fees	14	$5,181,000		$4,884,000		$4,127,000		$3,991,000		$3,059,000	$21,242,000
	Special Assessment	15	$100,000		$100,000		$100,000		$100,000		$16,500	$416,500
	Vehicle Registration Fee	16	$791,750		$791,750		$791,750		$791,750		$791,750	$3,958,750
	Other/CDBG	17	$0		$0		$0		$0		$0	$0
	Fund Balance	18	$499,000		$434,750		$559,500		$315,000		$886,250	$2,694,500
	TOTAL REVENUE		$15,919,514		$33,882,078		$30,346,678		$13,308,000		$12,413,750	$105,870,020
	EXPENDITURES											
	City Buildings											
M	Municipal Service Building - HVAC System	11	$110,000		$0		$0		$0		$0	$110,000
	Municipal Service Building - Office Improvements	11	$25,000		$0		$0		$0		$0	$25,000
	Municipal Service Building - Garage Drain Improvements		$0	11	$90,000		$0		$0		$0	$90,000
	Senior Activity Center - Roof Replacement		$0	11	$275,000		$0		$0		$0	$275,000
	Municipal Service Building - Vehicle Wash Facility Upgrade		$0	11	$100,000		$0		$0		$0	$100,000
	Municipal Service Building - Electrical and Generator Design		$0		$0	11	$25,000		$0		$0	$25,000

2020 - 2024 Capital Improvement Program List

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	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive	Executive
	City Buildings (continued)											
	Municipal Service Building - Generator Replacement		$0		$0		$0	11	$185,000		$0	$185,000
	Municipal Service Building - Main Electrical Panel Update		$0		$0		$0	11	$80,000		$0	$80,000
	Municipal Service Building - Engineering Office Windows		$0		$0		$0		$0	11	$100,000	$100,000
	Total - City Buildings		$135,000		$465,000		$25,000		$265,000		$100,000	$990,000
	Police											
M	Marked K-9 Vehicle	1,8	$45,300		$0		$0		$0		$0	$45,300
M	Unmarked Vehicle - Sport Utility Vehicle	1,8	$43,000		$0		$0		$0		$0	$43,000
M	Marked Vehicles - Sport Utility Vehicles (4)	1,8	$164,000		$0		$0		$0		$0	$164,000
	Parking Lot - Impound Area Improvements	1	$45,000		$0		$0		$0		$0	$45,000
M	HVAC Control - Secure Entry Systems	11	$195,000		$0		$0		$0		$0	$195,000
	Squad computers		$0	$1	$66,000		$0		$0		$0	$66,000
	Unmarked Vehicles (2)		$0	1,8	$86,000		$0		$0		$0	$86,000
	Unmarked Vehicle - Sport Utility Vehicle		$0	1,8	$43,000		$0		$0		$0	$43,000
	Marked Vehicle - Sport Utility Vehicle		$0	1,8	$43,000		$0		$0		$0	$43,000
	Marked Vehicle - Sport Utility Vehicles (5)		$0		$0	1,8	$225,000		$0		$0	$225,000
	Unmarked Vehicle - Sport Utility Vehicle		$0		$0	1,8	$44,000		$0		$0	$44,000
	Patrol Wagon		$0		$0		$0	1,8	$50,000		$0	$50,000
	Marked Vehicles - Sport Utility Vehicles (4)		$0		$0		$0	1,8	$184,000		$0	$184,000
	Police Range Remediation		$0		$0		$0	11	$45,000		$0	$45,000
	Marked Vehicles - Sport Utility Vehicles (4)		$0		$0		$0		$0	1,8	$190,000	$190,000
	Total - Police		$492,300		$238,000		$269,000		$279,000		$190,000	$1,468,300
	Fire											
M	Station Two	11	$317,644		$0		$0		$0		$0	$317,644
	Engine		$0	8,11	$620,000		$0		$0		$0	$620,000
	Station Three - Phase 1 of 3		$0	11	$140,000		$0		$0		$0	$140,000
	Training Facility		$0	13	$835,000		$0		$0		$0	$835,000
	Station Three - Phase 2 of 3		$0		$0	11	$200,000		$0		$0	$200,000

			2020		2021		2022		2023		2024		Total
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	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive		Executive
	Fire (continued)												
	Station Three - Phase 3 of 3		$0		$0		$0	11	$455,000		$0		$455,000
	Ambulance		$0		$0	8,11	$336,000	11	$0		$0		$336,000
	Ambulance		$0		$0		$0	8,11	$350,000		$0		$350,000
	Ambulance		$0		$0		$0		$0	8,11	$360,500		$360,500
	Total - Fire		$317,644		$1,595,000		$536,000		$805,000		$360,500		$3,614,144
	Public Works												
	Traffic Control												
	CMAQ Kohler Memorial Dr-Erie Av Traffic Flow Design	9,11	$106,500		$0		$0		$0		$0		$106,500
	CMAQ 14th Street Traffic Flow Design	9,11	$155,900		$0		$0		$0		$0		$155,900
	CMAQ Taylor Drive Traffic Flow Design	9,11	$137,000		$0		$0		$0		$0		$137,000
	LED Street Lighting Upgrade - Downtown	12	$171,400		$0		$0		$0		$0		$171,400
	LED Street Lighting Upgrade - Citywide	3	$60,000		$0		$0		$0		$0		$60,000
	Traffic Control Upgrade - Citywide	11	$100,000		$0		$0		$0		$0		$100,000
	CMAQ Kohler Memorial Dr-Erie Av Traffic Flow Construction		$0	9,11	$411,600		$0		$0		$0		$411,600
	CMAQ 14th Street Traffic Flow Construction		$0	9,11	$602,900		$0		$0		$0		$602,900
	CMAQ Taylor Drive Traffic Flow Construction		$0	9,11	$529,900		$0		$0		$0		$529,900
	Street Lighting LED Upgrade - TID 17		$0	12	$171,400		$0		$0		$0		$171,400
	Street Lighting LED Upgrade - Citywide		$0	3	$60,000		$0		$0		$0		$60,000
	Traffic Control Upgrade - Citywide		$0	11	$52,000		$0		$0		$0		$52,000
	LED Street Lighting Upgrade - Downtown		$0		$0	11,12	$171,400		$0		$0		$171,400
	LED Street Lighting Upgrade - Citywide		$0		$0	3	$60,000		$0		$0		$60,000
	LED Street Lighting Upgrade - Citywide		$0		$0		$0	3,12	$150,000		$0		$150,000
	LED Street Lighting Upgrade - Citywide		$0		$0		$0		$0	3	$50,000		$50,000
	LED Street Lighting Upgrade - Blue Harbor		$0		$0		$0		$0	3,11	$100,000		$100,000
	Total - Traffic Control		$730,800		$1,827,800		$231,400		$150,000		$150,000		$3,090,000
	Streets												
M	Superior Avenue (North 29th Street to Taylor Drive)	10,11,16	$2,000,000		$0		$0		$0		$0		$2,000,000
M	Union Avenue (Taylor Drive to Georgia Avenue)	2	$500,000		$0		$0		$0		$0		$500,000
M	Van Der Vaart Property Development Street Improvements	12	$2,000,000		$0		$0		$0		$0		$2,000,000

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	Streets (continued)												
M	North Commerce Street Design	12	$75,000		$0		$0		$0		$0		$75,000
M	Geele Avenue (Calumet Drive to North 23rd Street)	9,11,16	$700,000		$0		$0		$0		$0		$700,000
M	Georgia Avenue (South Ninth Street to South 14th Street)	11	$354,000		$0		$0		$0		$0		$354,000
M	Storm Water Management Plan	11	$100,000		$0		$0		$0		$0		$100,000
M	Sidewalk Repair / Replacement Program (Citywide)	15	$100,000		$0		$0		$0		$0		$100,000
	Calumet Drive Panel Replacement (Sibley Court to NCL)		$0	11	$500,000		$0		$0		$0		$500,000
	North Commerce Street Construction		$0	12	$2,500,000		$0		$0		$0		$2,500,000
	South 10th Street (Indiana Avenue to Union Avenue)		$0	2,11,16	$750,000		$0		$0		$0		$750,000
	North Avenue (Calumet Drive to Taylor Drive)		$0	11,14	$800,000		$0		$0		$0		$800,000
	Geele Avenue (North Third Street to Calumet Drive)		$0	10,11	$1,000,000		$0		$0		$0		$1,000,000
	Storm Water Management Plan		$0	11	$100,000		$0		$0		$0		$100,000
	Sidewalk Repair / Replacement Program (Citywide)		$0	15	$100,000		$0		$0		$0		$100,000
	South 12th Street (Washington Avenue to Mead Avenue)		$0		$0	11	$640,000		$0		$0		$640,000
	Lakeshore Drive (Mead Av to Rail Road Tracks)		$0		$0	11	$740,000		$0		$0		$740,000
	Indiana Avenue (South 17th Street to South 24th Street)		$0		$0	9,10,11	$3,000,000		$0		$0		$3,000,000
	North 25th Street (Kohler Memorial Drive to North Avenue)		$0		$0	11,16	$1,160,000		$0		$0		$1,160,000
	Storm Water Management Plan		$0		$0	11	$100,000		$0		$0		$100,000
	Sidewalk Repair / Replacement Program (Citywide)		$0		$0	15	$100,000		$0		$0		$100,000
	New Jersey Avenue (South 13th Street to Wildwood Drive)		$0		$0		$0	11	$1,000,000		$0		$1,000,000
	Calumet Drive Panel Replacement (Sibley Court to City Limits)		$0		$0		$0	11	$500,000		$0		$500,000
	North 15th Street Design (Calumet Drive to Mayflower Avenue)		$0		$0		$0	9,11	$500,000		$0		$500,000
	Erie Avenue Design (North 19th Street to Taylor Drive)		$0		$0		$0	9,11	$500,000		$0		$500,000
	South 18th Street (Mead Avenue to Washington Avenue)		$0		$0		$0	10,11	$760,000		$0		$760,000
	Geele Avenue (North 29th Street to North Taylor Drive)		$0		$0		$0	2,11	$936,000		$0		$936,000
	Storm Water Management Plan		$0		$0		$0	11	$100,000		$0		$100,000
	Sidewalk Repair / Replacement Program (Citywide)		$0		$0		$0	15	$100,000		$0		$100,000
	Wilson Avenue (Lakeshore Drive to South Business Drive)		$0		$0		$0		$0	10,11,15	$1,869,250		$1,869,250
	Washington Avenue Design (South Business Drive to Taylor Drive)		$0		$0		$0		$0	9,11	$500,000		$500,000
	North 15th Street (Calumet Drive to Mayflower Avenue)		$0		$0		$0		$0	9,11	$4,000,000		$4,000,000
	Storm Water Management Plan		$0		$0		$0		$0	11	$100,000		$100,000
	Sidewalk Repair / Replacement Program (Citywide)		$0		$0		$0		$0	2,15	$100,000		$100,000
	Total - Streets		$5,829,000		$5,750,000		$5,740,000		$4,396,000		$6,569,250		$28,284,250

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	Parks and Forestry											
M	Urban Forestry Management	5,11	$210,000		$0		$0		$0		$0	$210,000
M	Park Sidewalk / ADA Accessibility Project	14	$25,000		$0		$0		$0		$0	$25,000
	Playground Renovations - Moose Park	11	$25,000		$0		$0		$0		$0	$25,000
	Roosevelt Park - Tennis Court Resurfacing	11	$90,000		$0		$0		$0		$0	$90,000
	Urban Forestry Management		$0	'5,11	$210,000		$0		$0		$0	$210,000
	Park Sidewalk / ADA Accessibility Project		$0	14	$25,000		$0		$0		$0	$25,000
	Playground Renovations - Evergreen Park Area 1 and 2		$0	11	$50,000		$0		$0		$0	$50,000
	Cleveland Park Splash Pad		$0	11,14	$180,000		$0		$0		$0	$180,000
	Urban Forestry Management		$0		$0	5,11	$210,000		$0		$0	$210,000
	Park Sidewalk / ADA Accessibility Project		$0		$0	14	$25,000		$0		$0	$25,000
	Vollrath Park - Bowl Lighting Replacement		$0		$0	11	$30,000		$0		$0	$30,000
	Playground Renovations - Deland Beach		$0		$0	11	$50,000		$0		$0	$50,000
	Urban Forestry Management		$0		$0		$0	5,11	$210,000		$0	$210,000
	Park Sidewalk / ADA Accessibility Project		$0		$0		$0	14	$25,000		$0	$25,000
	Playground Renovations - End Park		$0		$0		$0	11	$50,000		$0	$50,000
	End Park - Lighting Replacement		$0		$0		$0	11	$30,000		$0	$30,000
	Urban Forestry Management		$0		$0		$0		$0	5,11	$210,000	$210,000
	Park Sidewalk / ADA Accessibility Project		$0		$0		$0		$0	14	$25,000	$25,000
	Playground Renovations - Deland Park		$0		$0		$0		$0	11	$50,000	$50,000
	Lakeshore Drive Sidewalk		$0		$0		$0		$0	11	$115,000	$115,000
	South Shore Trail (Indiana Avenue to Clara Avenue)		$0		$0		$0		$0	11	$165,000	$165,000
	J.C. Quarryview Park Swimming Area Revitalization		$0		$0		$0		$0	11	$250,000	$250,000
	Total - Parks and Forestry		$350,000		$465,000		$315,000		$315,000		$815,000	$2,260,000
	Total - Public Works		$6,909,800		$8,042,800		$6,286,400		$4,861,000		$7,534,250	$33,634,250
	City Development											
	Playground Addition - Above and Beyond Children's Museum	17	$30,000		$0		$0		$0		$0	$30,000
M	Surface Parking Lot - Innovation District	12	$300,000		$0		$0		$0		$0	$300,000
	Boat Extraction Well-Sheboygan River-Jefferson Av Launch	12	$500,000		$0		$0		$0		$0	$500,000
	Wayfinding Signage System Update - Citywide	17,18	$50,000		$0		$0		$0		$0	$50,000
	Indiana Avenue Trail Project - Phase 2 of 3		$0	12	$250,000		$0		$0		$0	$250,000

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	City Development (continued)											
	South Pier Street Expansion		$0	12	$1,000,000		$0		$0		$0	$1,000,000
	Indiana Avenue Streetscape Improvements - Phase 1 of 2		$0	12	$750,000		$0		$0		$0	$750,000
	Indiana Avenue Streetscape Improvements - Phase 2 of 2		$0		$0	12	$750,000		$0		$0	$750,000
	Pennsylvania Avenue - Streetscape Improvements		$0		$0	12	$1,500,000		$0		$0	$1,500,000
	Indiana Avenue Trail Project - Phase 3 of 3		$0		$0		$0	9,12	$2,250,000		$0	$2,250,000
	Total - City Development		$880,000		$2,000,000		$2,250,000		$2,250,000		$0	$7,380,000
	Wastewater Utility											
M	Rebuild Floating Cover - Number Six Digester	14	$450,000		$0		$0		$0		$0	$450,000
M	Anaerobic Digester Heat Exchanger Replacement	14	$150,000		$0		$0		$0		$0	$150,000
M	East Digester Complex Roof Replacement	14	$100,000		$0		$0		$0		$0	$100,000
M	Indiana Avenue Lift Station Corrision Prevention	14	$50,000		$0		$0		$0		$0	$50,000
M	Replace North Entrance Gates	14	$50,000		$0		$0		$0		$0	$50,000
M	Sewer Line Reconstruction / Relining	14	$1,000,000		$0		$0		$0		$0	$1,000,000
M	Mini Storm Sewer Program	14	$50,000		$0		$0		$0		$0	$50,000
	Primary Clarification Number Four Drive		$0	14	$105,000		$0		$0		$0	$105,000
	Secondary Clarification Number Three Drive		$0	14	$90,000		$0		$0		$0	$90,000
	South Aeration Upgrade		$0	14	$450,000		$0		$0		$0	$450,000
	Main Control Room HVAC Upgrade		$0	14	$65,000		$0		$0		$0	$65,000
	Kentucky Avenue Lift Station Corrosion Prevention		$0	14	$60,000		$0		$0		$0	$60,000
	Sewer Line Reconstruction / Relining		$0	14	$1,000,000		$0		$0		$0	$1,000,000
	Jet Truck		$0	14	$215,000		$0		$0		$0	$215,000
	Mini Storm Sewer Program		$0	14	$50,000		$0		$0		$0	$50,000
	Primary Clarification Number Three Drive		$0		$0	14	$105,000		$0		$0	$105,000
	North Aeration Upgrade		$0		$0	14	$450,000		$0		$0	$450,000
	Secondary Clarifier Number One Drive Replacement		$0		$0	14	$90,000		$0		$0	$90,000
	Grit Removal System Modifications		$0		$0	14	$75,000		$0		$0	$75,000
	Sewer Line Reconstruction / Relining		$0		$0	14	$1,000,000		$0		$0	$1,000,000
	Mini Storm Sewer Program		$0		$0	14	$50,000		$0		$0	$50,000
	Primary Clarifier Number One Drive Replacement		$0		$0		$0	14	$105,000		$0	$105,000
	Aeration Blower Number Five		$0		$0		$0	14	$260,000		$0	$260,000

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Wastewater Utility (continued)												
Raw Influent Pump Number Three Replacement		$0		$0		$0	14	$185,000		$0		$185,000
Indiana Avenue Lift Station Upgrade		$0		$0		$0	14	$175,000		$0		$175,000
Sewer Line Reconstruction / Relining		$0		$0		$0	14	$1,000,000		$0		$1,000,000
Mini Storm Sewer Program		$0		$0		$0	14	$50,000		$0		$50,000
Administrative Building Roof Replacements		$0		$0		$0		$0	14	$400,000		$400,000
Administrative HVAC Upgrade and Controls		$0		$0		$0		$0	14	$200,000		$200,000
Kentucky Avenue Lift Station Pump Upgrade		$0		$0		$0		$0	14	$95,000		$95,000
North Avenue Lift Station Controls		$0		$0		$0		$0	14	$75,000		$75,000
Mini Storm Sewer Program		$0		$0		$0		$0	14	$50,000		$50,000
Total - Wastewater Utility		$1,850,000		$2,035,000		$1,770,000		$1,775,000		$820,000		$8,250,000
Motor Vehicle												
Single Axle Dump Truck with Slide-In Salter / Spray Bar	8,11,18	$265,000		$0		$0		$0		$0		$265,000
Replacement Dump Box - Slide-In Salter	8,11,18	$85,000		$0		$0		$0		$0		$85,000
One Ton Four Wheel Drive Dump Truck (2)	8,11,18	$117,000		$0		$0		$0		$0		$117,000
One-Half Ton Two Wheel Drive Pickup Truck	8,11,18	$33,000		$0		$0		$0		$0		$33,000
One-Half Ton Four Wheel Drive Pickup Truck	8,11,18	$32,000		$0		$0		$0		$0		$32,000
Street Sweeper		$0	8,11,18	$210,000		$0		$0		$0		$210,000
One Ton Four Wheel Drive Dump Truck		$0	8,11,18	$53,000		$0		$0		$0		$53,000
Zero Turn Mower (2)		$0	11,18	$27,000		$0		$0		$0		$27,000
Three-Quarter Ton Two Wheel Drive Pickup Truck		$0	8,11,18	$31,000		$0		$0		$0		$31,000
One Ton Utility Box Truck (3)		$0	8,11,18	$129,000		$0		$0		$0		$129,000
Skid Steer		$0	8,11,18	$59,000		$0		$0		$0		$59,000
Passenger Van (Mayor)		$0	8,11,18	$37,000		$0		$0		$0		$37,000
Tri-Axle Dump Truck		$0		$0	8,11,18	$275,000		$0		$0		$275,000
Street Sweeper		$0		$0	8,11,18	$213,000		$0		$0		$213,000
Three-Quarter Ton Two Wheel Drive Pickup Truck (2)		$0		$0	8,11,18	$64,000		$0		$0		$64,000
Tandem Axle Dump Truck (2)		$0		$0		$0	8,11,18	$580,000		$0		$580,000
Tri-Axle Dump Truck		$0		$0		$0		$0	8,11,18	$305,000		$305,000
One Ton Four Wheel Drive Dump Truck (2)		$0		$0		$0		$0	8,11,18	$118,000		$118,000
Three-Quarter Ton Four Wheel Drive Pickup Truck		$0		$0		$0		$0	8,11,18	$36,500		$36,500

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	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2020		2021		2022		2023		2024		Total
	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive		Executive
	Motor Vehicle (continued)												
	One-Half Ton Four Wheel Drive Pickup Truck		$0		$0		$0		$0	8,11,18	$32,500		$32,500
	Zero Turn Mower (2)		$0		$0		$0		$0	8,11,18	$28,000		$28,000
	Total - Motor Vehicle		$532,000		$546,000		$552,000		$580,000		$520,000		$2,730,000
	Mead Public Library												
M	Carpet Replacement	3	$40,492		$0		$0		$0		$0		$40,492
M	HVAC Control Replacement	11	$66,278		$0		$0		$0		$0		$66,278
	HVAC Control Replacement		$0	11	$66,278		$0		$0		$0		$66,278
	HVAC Control Replacement		$0		$0	11	$66,278		$0		$0		$66,278
	Total - Mead Public Library		$106,770		$66,278		$66,278		$0		$0		$239,326
	Parking Utility												
M	Street Sweeper	8,18	$70,000		$0		$0		$0		$0		$70,000
	Utility Pickup Truck		$0	8,18	$35,000		$0		$0		$0		$35,000
	John Deere Pro Style Gator		$0		$0	8,18	$20,000		$0		$0		$20,000
	Coin Meter Replacement		$0		$0	18	$250,000		$0		$0		$250,000
	One and One-Half Ton Heavy Duty Pickup		$0		$0		$0	8,18	$60,000		$0		$60,000
	Riverfront Parking Lots		$0		$0		$0		$0	18	$600,000		$600,000
	Total - Parking Utility		$70,000		$35,000		$270,000		$60,000		$600,000		$1,035,000
	Transit Utility												
M	Roof Replacement	9,11	$750,000		$0		$0		$0		$0		$750,000
M	Fixed Route Revenue Bus (1)	'9,17	$475,000		$0		$0		$0		$0		$475,000
	Fixed Route Revenue Buses (4)		$0	9,11	$1,840,000		$0		$0		$0		$1,840,000
	Paratransit Vehicle		$0		$0	9,11	$75,000		$0		$0		$75,000
	Fixed Route Revenue Buses (4)		$0		$0	9,11	$1,840,000		$0		$0		$1,840,000
	Transit Facility Maintenance Updates		$0		$0		$0	11	$200,000		$0		$200,000
	Total - Transit Utility		$1,225,000		$1,840,000		$1,915,000		$200,000		$0		$5,180,000

2020 - 2024 Capital Improvement Program List

	Color / Abbreviation Key:											
	Yellow - Previously approved in same year											
	Blue - Previously approved in a different year		2020		2021		2022		2023		2024	Total
	M - Mandatory for 2020 only		Executive		Executive		Executive		Executive		Executive	Executive
	Cable TV											
	Camera / Intercom System with IFB Communication Interface	8,18	$40,000		$0		$0		$0		$0	$40,000
	Teleprompter / Talent Monitor System		$0	8,18	$45,000		$0		$0		$0	$45,000
	TriCaster Replacement for OB Truck		$0		$0	8,18	$25,000		$0		$0	$25,000
	Studio TriCaster Replacement		$0		$0	8,18	$25,000		$0		$0	$25,000
	Outside Broadcast (OB) Truck Replacement		$0		$0		$0		$0	8,18	$50,000	$50,000
	Total - Cable TV		$40,000		$45,000		$50,000		$0		$50,000	$185,000
	Information Technology Fund											
M	Microsoft Server Licensing	18	$25,000		$0		$0		$0		$0	$25,000
M	Digital Evidence Storage Solution	18	$100,000		$0		$0		$0		$0	$100,000
	Microsoft Office Upgrade		$0	18	$110,000		$0		$0		$0	$110,000
	Total - Information Technology		$125,000		$110,000		$0		$0		$0	$235,000
	Water Utility*											
M	Gateway Drive Water Tower Painting	14	$600,000		$0		$0		$0		$0	$600,000
M	Georgia Avenue Reservior Painting	14	$700,000		$0		$0		$0		$0	$700,000
M	One-Half Ton Pickup Truck and Vacuum Excavation Trailer	14	$76,000		$0		$0		$0		$0	$76,000
M	Radio Meter System	14	$65,000		$0		$0		$0		$0	$65,000
M	Water Mains	14	$1,275,000		$0		$0		$0		$0	$1,275,000
M	Facility Operations - Distribution Upgrade	14	$520,000		$0		$0		$0		$0	$520,000
	Raw Water Improvement Project - Phase 1		$0	12,14	$14,000,000		$0		$0		$0	$14,000,000
	Taylor Hill Coating and Roof Repairs		$0	14	$900,000		$0		$0		$0	$900,000
	Utility Truck and Vehicle Replacements		$0	14	$91,000		$0		$0		$0	$91,000
	Radio Meter System		$0	14	$103,000		$0		$0		$0	$103,000
	Water Mains		$0	14	$1,250,000		$0		$0		$0	$1,250,000
	Facility Operations - Distribution Upgrade		$0	14	$520,000		$0		$0		$0	$520,000
	Raw Water Improvement Project - Phase 2		$0		$0	12,14	$14,000,000		$0		$0	$14,000,000
	Utility Equipment and Vehicle Replacements		$0		$0	14	$280,000		$0		$0	$280,000
	Radio Meter System		$0		$0	14	$57,000		$0		$0	$57,000
	Water Mains		$0		$0	14	$1,250,000		$0		$0	$1,250,000
	Facility Operations - Distribution Upgrade		$0		$0	14	$770,000		$0		$0	$770,000

2020 - 2024 Capital Improvement Program List

Color / Abbreviation Key:									
Yellow - Previously approved in same year									
Blue - Previously approved in a different year	2020	2021	2022		2023		2024		Total
M - Mandatory for 2020 only	Executive	Executive	Executive		Executive		Executive		Executive
Water Utility* (continued)									
Behrens Parkway Pit Pump Improvements	$0	$0	$0	14	$300,000		$0		$300,000
Utility Equipment Replacement	$0	$0	$0	14	$40,000		$0		$40,000
Radio Meter System	$0	$0	$0	14	$73,000		$0		$73,000
Water Mains	$0	$0	$0	14	$1,300,000		$0		$1,300,000
Facility Operations - Distribution Upgrade	$0	$0	$0	14	$520,000		$0		$520,000
Wilgus Avenue Pump Station Improvements	$0	$0	$0		$0	14	$100,000		$100,000
Utility Equipment and Vehicle Replacements	$0	$0	$0		$0	14	$235,000		$235,000
Radio Meter System	$0	$0	$0		$0	14	$84,000		$84,000
Water Mains	$0	$0	$0		$0	14	$1,400,000		$1,400,000
Facility Operations - Distribution Upgrade	$0	$0	$0		$0	14	$420,000		$420,000
Total - Water Utility*	$3,236,000	$16,864,000	$16,357,000		$2,233,000		$2,239,000		$40,929,000
TOTAL EXPENDITURES	$15,919,514	$33,882,078	$30,346,678		$13,308,000		$12,413,750		$105,870,020
*For Informational Purposes Only.									

2020 - 2024 Capital Improvement Program List

Color / Abbreviation Key:									
Yellow - Previously approved in same year									
Blue - Previously approved in a different year	2020	2021	2022	2023	2024	Total
M - Mandatory for 2020 only	Executive	Executive	Executive	Executive	Executive	Executive
CIP SUMMARY TOTALS BY DEPARTMENT						
Total - City Buildings	$135,000	$465,000	$25,000	$265,000	$100,000	$990,000
Total - Police	$492,300	$238,000	$269,000	$279,000	$190,000	$1,468,300
Total - Fire & Rescue	$317,644	$1,595,000	$536,000	$805,000	$360,500	$3,614,144
Total - Public Works	$6,909,800	$8,042,800	$6,286,400	$4,861,000	$7,534,250	$33,634,250
Total - City Development	$880,000	$2,000,000	$2,250,000	$2,250,000	$0	$7,380,000
Total - Wastewater Utility	$1,850,000	$2,035,000	$1,770,000	$1,775,000	$820,000	$8,250,000
Total - Motor Vehicle	$532,000	$546,000	$552,000	$580,000	$520,000	$2,730,000
Total - Mead Public Library	$106,770	$66,278	$66,278	$0	$0	$239,326
Total - Parking Utility	$70,000	$35,000	$270,000	$60,000	$600,000	$1,035,000
Total - Transit Utility	$1,225,000	$1,840,000	$1,915,000	$200,000	$0	$5,180,000
Total - Cable TV	$40,000	$45,000	$50,000	$0	$50,000	$185,000
Total - Information Technology	$125,000	$110,000	$0	$0	$0	$235,000
Subtotal - Excluding Water Utility*	$12,683,514	$17,018,078	$13,989,678	$11,075,000	$10,174,750	$64,941,020
Total - Water Utility*	$3,236,000	$16,864,000	$16,357,000	$2,233,000	$2,239,000	$40,929,000
Total Capital Improvements	$15,919,514	$33,882,078	$30,346,678	$13,308,000	$12,413,750	$105,870,020
*For Informational Purposes Only.						

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED $1,100,000 FOR GARBAGE DISPOSAL PROJECTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, 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.

_____

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

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED $110,000 FOR ACQUISITION OF FIRE DEPARTMENT EQUIPMENT.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, 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.

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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

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED $278,000 FOR CONSTRUCTION OF ENGINE HOUSES.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, 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.

_____

Frances Reconnel

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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. _____ - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED $2,722,000 FOR STREET IMPROVEMENT PROJECTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed $2,722,000 for the public purpose of paying the cost of street improvement projects.

_____

Finance Personnel

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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. _____ - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED $760,000 FOR BRIDGE PROJECTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed $760,000 for the public purpose of paying the cost of bridge projects.

Finance Personnel

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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. _____ - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED $107,000 FOR LIBRARY PROJECTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed $107,000 for the public purpose of paying the cost of library projects.

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

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED $123,000 FOR PARKS AND PUBLIC GROUNDS PROJECTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, 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.

Finance Personnel

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_____

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. _____ - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED $4,225,000 FOR COMMUNITY DEVELOPMENT PROJECTS IN TAX INCREMENTAL DISTRICTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, 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.

Finance Personnel

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_____

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. _____ - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS RELATING TO BOND ISSUES.

WHEREAS, initial resolutions authorizing general obligation bonds have been adopted by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") and it is now necessary that said initial resolutions be published to afford notice to the residents of the City of their adoption;

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall, within 15 days, publish a notice to the electors in substantially the form attached hereto in the official City newspaper as a class 1 notice under ch. 985, Wis. Stats.

Finance Committee

_____

_____

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. - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED $4,225,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2019B.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has 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 providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental Districts; and

WHEREAS, the Common Council hereby finds and determines that the projects described in the Initial Resolution are within the City's power to undertake and therefore serve a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes.

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

Section 1. Issuance of Bonds. The City shall issue bonds designated "General Obligation Community Development Bonds, Series 2019B" (the "Bonds") in an amount not to exceed $4,225,000 for the purpose above specified.

Section 2. Sale of the Bonds. Assuming no sufficient petition for referendum is received with respect to the Initial Resolution, the Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Finance Personnel

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

_____

_____

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. - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY $6,655,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2019A.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has adopted initial resolutions (the "Initial Resolutions") authorizing the issuance of general obligation bonds for the following public purposes and in the following not to exceed amounts:

(a) $1,100,000 for garbage disposal projects, consisting of acquisition of garbage and recycling trucks;

(b) $110,000 for acquisition of fire engines and other equipment of the fire department;

(c) $278,000 for construction of engine houses, consisting of fire station improvements;

(d) $2,722,000 for street improvement projects;

(e) $760,000 for bridge projects;

(f) $107,000 for library projects; and

(g) $123,000 for parks and public grounds projects.

WHEREAS, the Common Council hereby finds and determines that the projects described in the Initial Resolutions are within the City's power to undertake and therefore serve a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; and

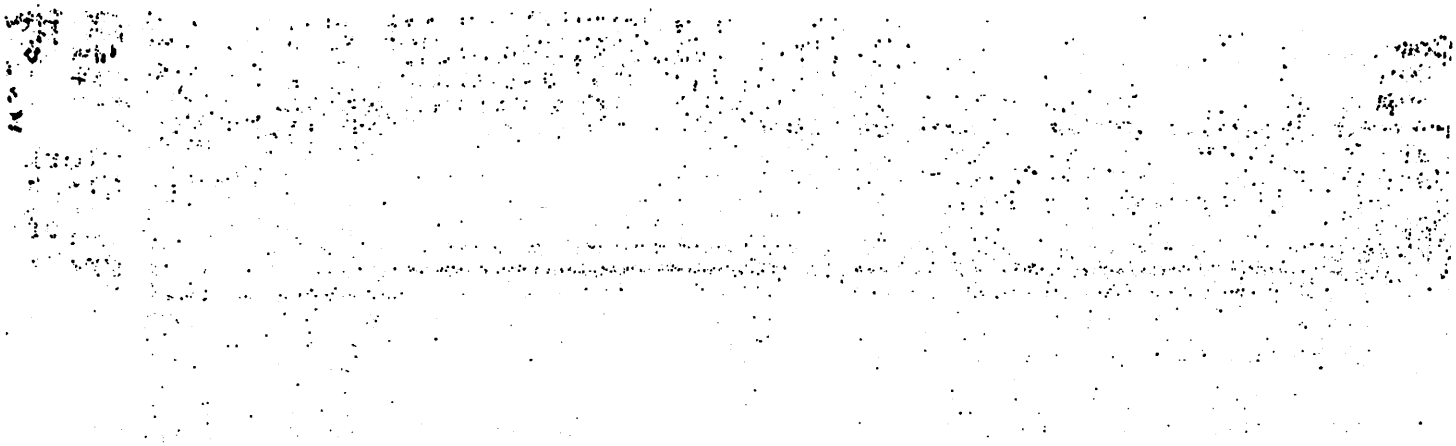
WHEREAS, the City is also presently in need of approximately $1,455,000 for the public purpose of refunding obligations of the City, including interest on them, to wit: the General Obligation Promissory Notes, Series 2012A, dated May 10, 2012 and deems it necessary and desirable to issue general obligation bonds for that purpose.

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

Section 1. Combination of Issues. The issues referred to above are hereby combined into one issue of bonds designated "General Obligation Corporate Purpose Bonds, Series 2019A" (the "Bonds") in an amount of approximately $6,655,000 for the purposes above specified.

Section 2. Sale of the Bonds. Assuming no sufficient petition for referendum is received with respect to the Initial Resolutions, the Common

Finance Personnel



Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

_____

_____

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. - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY $3,315,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019C.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately $3,315,000 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 and deems it to be necessary and desirable to issue general obligation refunding bonds for that purpose; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds on a taxable rather than tax-exempt basis.

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

Section 1. Issuance of Bonds. The City shall issue bonds designated "General Obligation Refunding Bonds, Series 2019C" (the "Bonds") in an amount of approximately $3,315,000 for the purpose above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Finance Personnel

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

_____

_____

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. _____ - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

A RESOLUTION authorizing the appropriate City officials to resolve City Invoice Number 6252 with a payment to the City of $31,000.

RESOLVED: That the appropriate City Officials are hereby authorized to resolve City Invoice Number 6252 (dated October 9, 2017) with a payment to the City of Thirty-One Thousand and 00/100 ($31,000) dollars.

BE IT FURTHER RESOLVED: That the appropriate City Officials may sign a release approved by the City Attorney related to City Invoice Number 6252 in order to provide clarity for all parties that this payment is the full and complete payment of City Invoice Number 6252.

_____

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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

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

A RESOLUTION authorizing city staff to begin the process of selling two City-owned vacant lots (Lots 11 and 12) on the northwest corner of Erie Avenue and North 10th Street.

WHEREAS, the City utilized Community Development Block Grant (CDBG) funds to purchase the vacant property on the corner of North 10th Street and Erie Avenue from Sheboygan County in late 2018; and

WHEREAS, Habitat for Humanity is interested in purchasing the property for $10,000 per lot to construct two new single-family, owner-occupied homes on the property, thus completing the restoration of new homes in this block; and

WHEREAS, given the nature of the properties, including the fact that they were purchased with federal CDBG program funds and the location of the properties in a highly visible residential neighborhood that has seen significant investment in affordable single-family housing, it is the City's desire that the sale to Habitat for Humanity be conditioned upon the following restrictions:

a) Resale of the properties should be strictly limited;
b) Habitat for Humanity shall construct new single-family homes that match the architecture of the current housing units in the nearby neighborhood, including being at least two stories and complying with the City's "Erie Avenue Design Guidelines"; and

WHEREAS, proceeds from the sale shall be receipted in the federal CDBG line of credit as program income, thereby extending the ability of the City to engage in similar housing redevelopment.

Finance & Personnel

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes City staff to act on behalf of the City to begin the process of sale of said properties, including negotiation and drafting of documents reflecting the terms of this resolution.

_____

_____

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. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. May 20, 2019.

A RESOLUTION authorizing the City of Sheboygan to accept from the Sheboygan Leadership Academy a mid-block crosswalk located at St. Clair Avenue between N. 14th Street and N. 13th Street, the design and construction of which was administered and paid for by the Sheboygan Leadership Academy with the approval of the Department of Public Works.

WHEREAS, Sheboygan Leadership Academy has assembled a packet of improvements for a mid-block crosswalk at St. Clair Avenue between N. 14th Street and N. 13th Street, including pedestrian crossing signs, solar powered flashing school crossing signs, and other traffic calming measures, a copy of which is attached; and

WHEREAS, that packet has been reviewed and modified with the input of City staff; and

WHEREAS, Sheboygan Leadership Academy will administer and pay for the design and construction of said crosswalk.

NOW, THERFORE, BE IT RESOLVED: That the Common Council hereby authorizes Sheboygan Leadership Academy to provide for the construction of the mid-block crosswalk described above pursuant to the modified packet of improvements.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall, upon completion of the crosswalk, accept ownership and control of the crosswalk from the Sheboygan Leadership Academy, including such maintenance thereof that it, in its sole discretion, deems appropriate.

_____

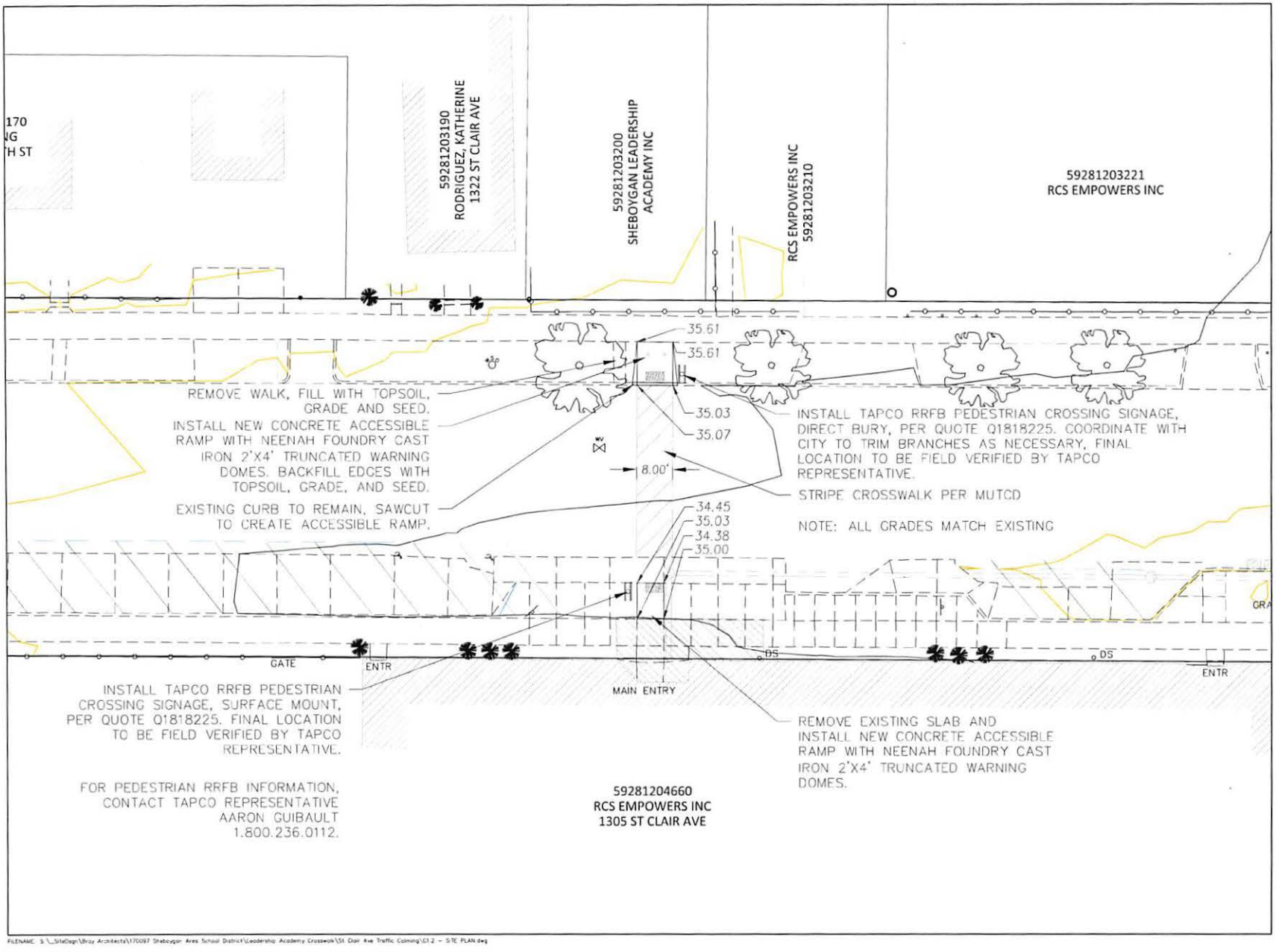
_____

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
www.kapurengineers.com

PROJECT
CROSSWALK

LOCATION
1305 ST. CLAIRE AVENUE

CLIENT
SHEBOYGAN LEADERSHIP ACADEMY

RELEASE
CITY SUBMITTAL

REVISIONS

#	DATE	DESCRIPTION

NORTH ARROW

SCALE 1" = 20'

SEAL

SHEET
SITE LAYOUT & GRADING

PROJECT MANAGER TP
PROJECT NUMBER SLA
DATE 10/22/2018

SHEET NUMBER
C100

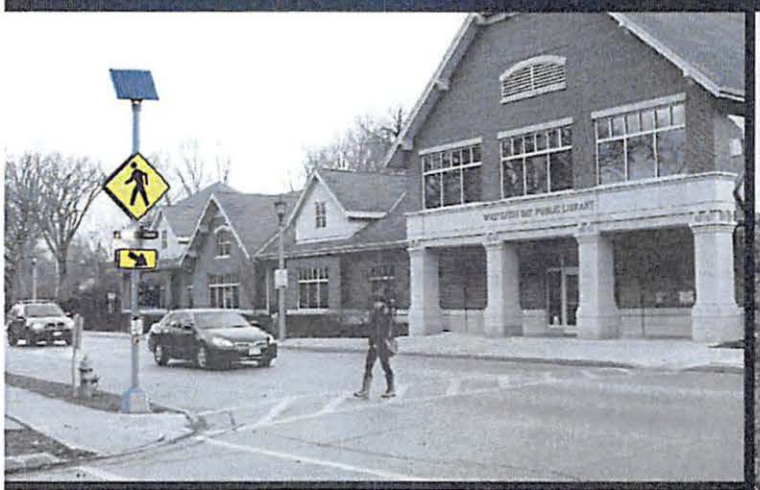
FILENAME S:_SiteDesign\Bray Architects\170097 Sheboygan Area School District\Leadership Academy Crosswalk\St Clair Ave Traffic Calming\C1.2 - SITE PLAN.dwg

TAPCO
Safe travels.

RECTANGULAR RAPID FLASHING BEACON PEDESTRIAN CROSSWALK SYSTEMS

Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Crosswalk Systems provide drivers real-time warning when pedestrians are in or about to enter an approaching crosswalk. This popular, MUTCD-compliant option heightens driver awareness in a variety of applications.

- School zone crossings
- Multilane uncontrolled crossings
- High-speed pedestrian crossings



FEATURES

- MUTCD-compliant
- WW+S (combination wig-wag and simultaneous) flash pattern
- Dimmable LEDs to reduce nighttime glare

Pedestrian LED Indicator

- Optional pedestrian LED indicator notifies user of system activation
- XAV2-LED push button activation provides voice message
- BlinkerBeam® wireless communication simultaneously activates all systems

TOP-OF-POLE SYSTEMS

Top-of-pole self-contained control cabinet houses power supply for quick installation and clean appearance.

System includes:

- 20 watt solar panel
- 44Ah battery
- Universal pole mounting hardware

Benefits:

- Supports XAV2-LED push button activation
- Compact design allows for easy assembly onto new or existing poles
- No trenching or in-ground wiring required

SIDE-OF-POLE SYSTEMS

Side-of-pole control cabinet for easy access and flexible system configuration. Solar and 120vac power options available.

System includes:

- 55 watt solar panel
- 48Ah battery
- Stainless steel pole mounting hardware
- Additional solar panel, battery and mounting options available

Benefits:

- Mounts onto new or existing round, square or wood posts.
- Highly configurable for multiple applications
- Supports user-actuated and passive detection

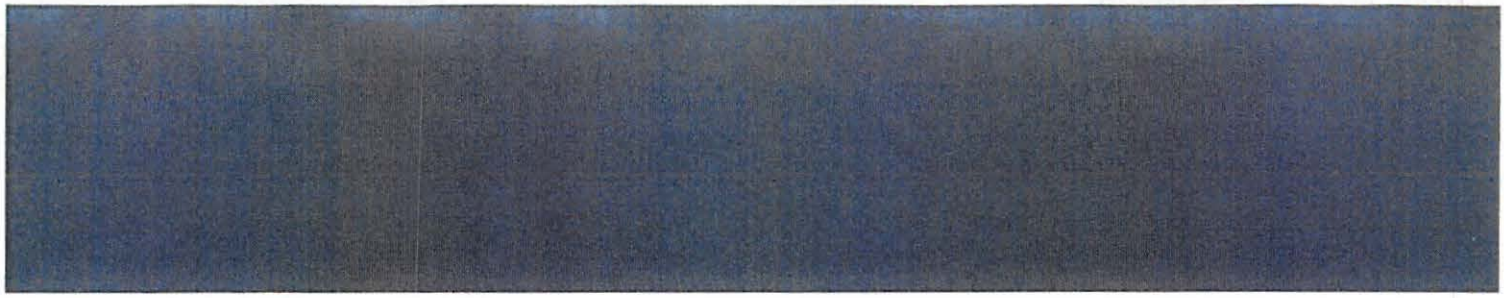
RECTANGULAR RAPID FLASHING BEACON SOLUTIONS

ARRANGEMENT	ACTIVATION	POWER	TOP-OF-POLE SYSTEM PART NUMBERS	SIDE-OF-POLE SYSTEM PART NUMBERS
SINGLE-SIDED	Bulldog	Solar	600165	600167
		AC	N/A	600169
	XAV2-LED	Solar	600164	600166
		AC	N/A	600168
BACK-TO-BACK	Bulldog	Solar	600145	600147
		AC	N/A	600149
	XAV2-LED	Solar	600144	600146
		AC	N/A	600148

Yellow push button housing comes standard. Black push button housing is available upon request.
Black RRFB housing comes standard. Custom housing options are available upon request.

CAN'T FIND WHAT YOU'RE LOOKING FOR? CALL (800) 236-0112 NOW TO DISCUSS CUSTOM OPTIONS

© 2018 Traffic & Parking Control Co, Inc. 5100 West Brown Deer Rd., Brown Deer WI 53223 Phone (800) 236-0112 FAX 800-444-0331 www.tapconet.com



BULLDOG
PUSH BUTTON

XAV2-LED
PUSH BUTTON

WIRELESS
BOLLARD

BLINKERBEAM®
WIRELESS RADIO

STANDARD ACTIVATION OPTIONS

BULLDOG PUSH BUTTON

Activated with less than two pounds of force, the Bulldog push button provides two-tone audible activation confirmation as well as visual confirmation. This popular activation options meets ADA, MUTCD and TAC requirements, and the housing components comply with NEMA specifications.

XAV2-LED PUSH BUTTON

The XAV2-LED push button provides an instructional sign, a push button with voice message and three yellow LEDs for visual activation confirmation. This full-featured push button has an optional locate tone that automatically adjusts to ambient sounds via a built-in microphone.

CUSTOM ACTIVATION OPTIONS

WIRELESS BOLLARD

Most commonly installed at wide or bicycle path crossings, vulnerable road users passively trigger RRFB Pedestrian Crosswalk System activation by passing through bollards placed outside of the crosswalk. The actuators are housed in anodized aluminum cabinets secured in concrete footings. The bollards are battery operated.

PRESENCE DETECTOR

Ideal for crosswalks where users aren't utilizing the available push button, the presence detector activates the RRFB Pedestrian Crosswalk System by using infrared and microwave technologies to provide precise presence and motion detection.

STANDARD COMMUNICATION OPTION

BLINKERBEAM® WIRELESS COMMUNICATION

Ideal for crosswalks fitted with multiple RRFB Pedestrian Crosswalk Systems, BlinkerBeam® controller radios simultaneously activate all systems upon pedestrian actuation. These high-output, compact controller radios have a low power draw, easy-to-use interface and are strategically placed within each control cabinet for quick access.

CUSTOM COMMUNICATION OPTION

BLINKLINK® CELLULAR MODEM

The optional BlinkLink® cellular modem connects RRFB Pedestrian Crosswalk Systems to BlinkLink® powered by TAPCO, an easy-to-use, cloud-based application cities utilize to remotely manage, schedule, control and monitor citywide intelligent warning systems.

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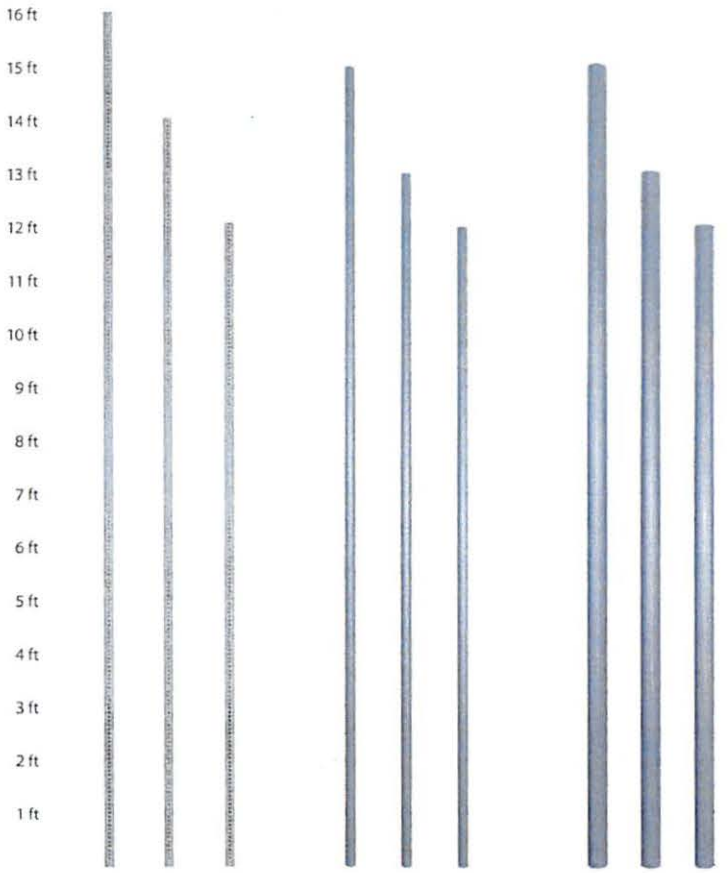
TAPCO
Safe travels.

RRFB POLE SELECTION

Pole configuration plays a crucial role in the design of your RRFB Pedestrian Crosswalk System, below are some of the most popular options.



2" x 2" square galvanized steel post

2⅜" OD round aluminum pole

4½" OD round aluminum pole

2" x 2"
¾" diameter holes on 1" centers

2⅜" OD

4½" OD

CROSSWALK SIGN SELECTION

All signs are manufactured with Diamond Grade reflective sheeting to provide the highest level of visibility and retroreflectivity for maximum safety.

W11-2	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions Part Number	24"W x 24"H 373-03671	24"W x 24"H 116021
Dimensions Part Number	30"W x 30"H 373-05075	30"W x 30"H 373-01499
Dimensions Part Number	36"W x 36"H 373-05076	36"W x 36"H 105452

W11-15	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions Part Number	24"W x 24"H 304082	24"W x 24"H 116028
Dimensions Part Number	30"W x 30"H 304088	30"W x 30"H 116029
Dimensions Part Number	36"W x 36"H 304094	36"W x 36"H 116030

S1-1	Fluorescent Yellow Green
Legend and reflective sheeting color	
Dimensions Part Number	24"W x 23"H 373-00787
Dimensions Part Number	30"W x 29.5"H 373-05073
Dimensions Part Number	36"W x 35"H 373-05074

W16-7pL	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions Part Number	24"W x 12"H 373-01759	24"W x 12"H 373-05060
Dimensions Part Number	30"W x 18"H 373-05066	30"W x 18"H 373-05062

W16-7pR	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions Part Number	24"W x 12"H 373-01757	24"W x 12"H 373-05061
Dimensions Part Number	30"W x 18"H 373-05067	30"W x 18"H 373-05063

1027-00003_03_2018

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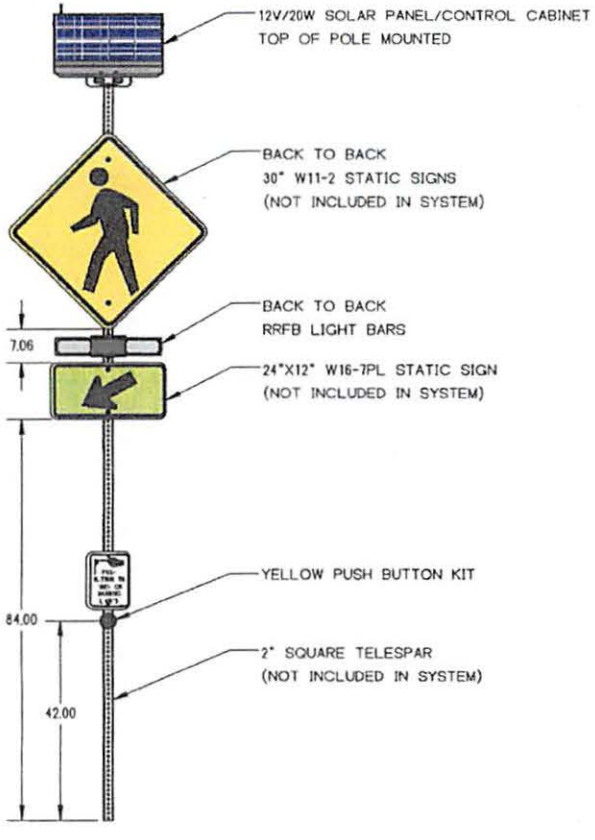

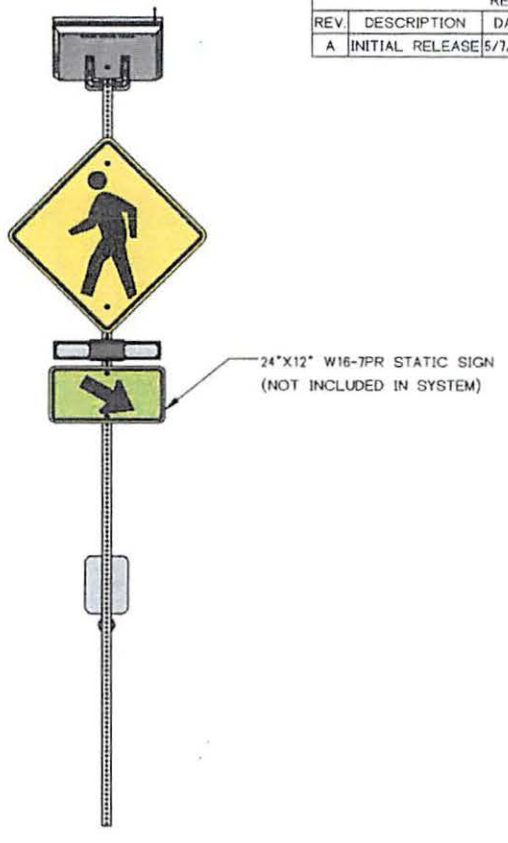

REVISIONS				
REV.	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED
A	INITIAL RELEASE	5/7/2018	N/A	A.K./J.P.

NOTES:
1. ALL DIMENSIONS ARE FOR REFERENCE ONLY.

TAPCO
TRAFFIC & PARKING CONTROL CO., INC.

MATERIAL
FINISH

INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009
REFERENCE:

TOLERANCE UNLESS OTHERWISE SPECIFIED
HOLE Ø ±.003
DEC. INCH
X ±0.030
XX ±0.015
XXX ±0.005
ANGULAR ±0.5°

TITLE: RRFB, SOLAR 20/44, RADIO, TOP, DS, AMBER, PB, H/T POLE X2

DESIGNED BY: TAPCO
DRAWN BY: A. KAVANAUGH 5/7/2018
CHECKED BY:

SIZE B | DWG. NO. 600145 | REV. A | WEIGHT | SCALE: 1:24 | SHEET 1 OF 1

PROPRIETARY AND CONFIDENTIAL. THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED.

TAPCO
Safe travels.

TAPCO SOLAR RRFB PEDESTRIAN CROSSWALK SYSTEM STANDARD 55W/48Ah SUBMITTAL PACKAGE

Comprehensive Submittal
Version 1.0

August 7, 2018

TAPCO (800) 236-0112 TAPCOnet.com

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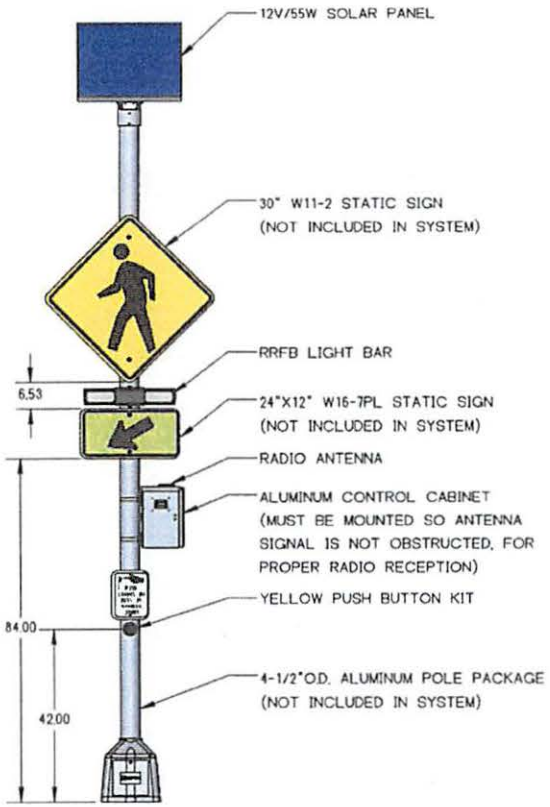
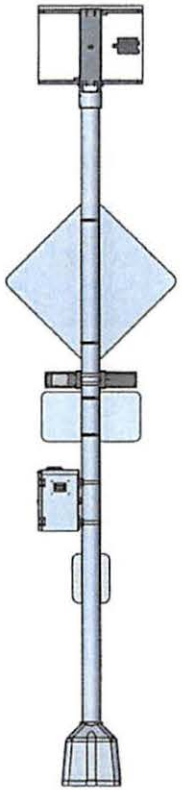
REVISIONS				
REV.	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED
A	INITIAL RELEASE	5/7/2018	N/A	AK/JP





NOTES:

1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
2. CONTROL CABINET HEIGHT MAY VARY.
3. SNAP LOCKS ARE PROVIDED, STANDARD 3/4" S/S BANDING IS RECOMMENDED
4. J-BOLTS NOT SHOWN
5. ALL DIMENSIONS ARE FOR REFERENCE ONLY

TAPCO
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MATERIAL

FINISH

INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009

REFERENCE:

TOLERANCE UNLESS OTHERWISE SPECIFIED
HOLE Ø ±.003
DEC. INCH
X ±0.030
XX ±0.015
XXX ±0.005
ANGULAR ±0.5°

TITLE: RRFB, SOLAR 55/48, RADIO, SOP, SS, AMBER, PB, H POLE X2

DESIGNED BY: TAPCO
DRAWN BY: A. KAVANAUGH 5/7/2018
CHECKED BY:

SIZE B | DWG. NO. 600167 | REV A | WEIGHT:

SCALE: 1:28

SHEET 1 OF 1

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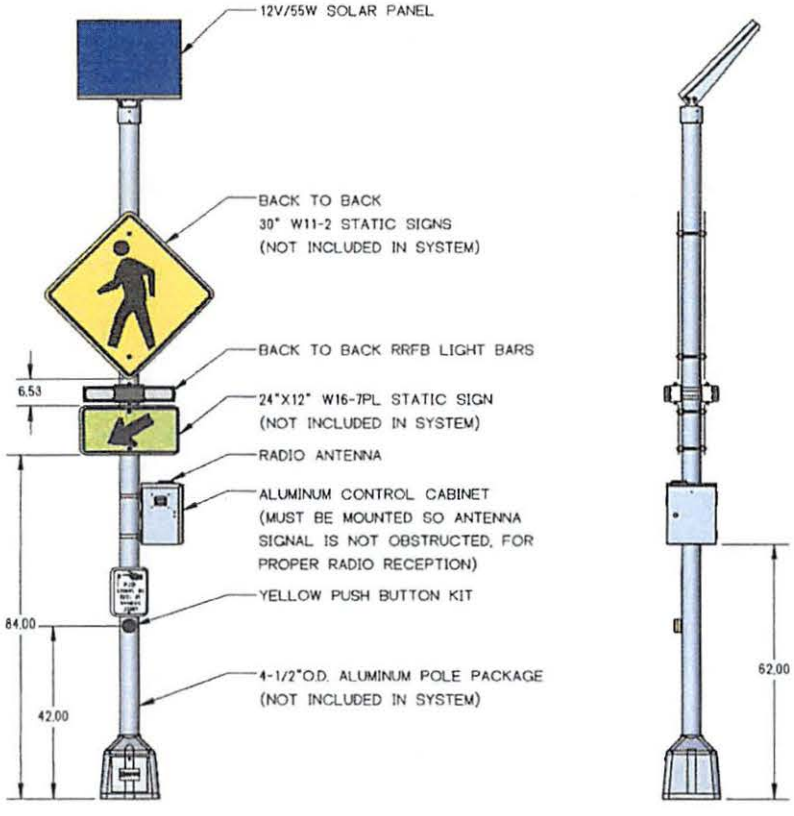

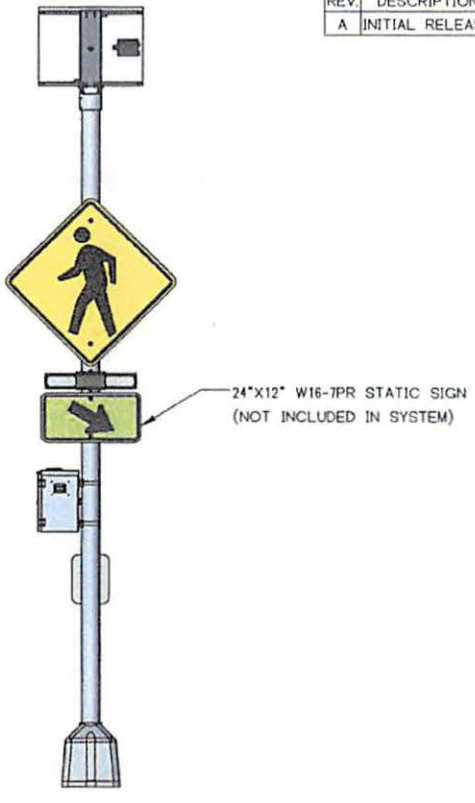

REVISIONS				
REV.	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED
A	INITIAL RELEASE	5/7/2018	N/A	A.K./J.P.

NOTES:
1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
2. CONTROL CABINET HEIGHT MAY VARY.
3. SNAP LOCKS ARE PROVIDED, STANDARD 3/4" S/S BANDING IS RECOMMENDED
4. J-BOLTS NOT SHOWN
5. ALL DIMENSIONS ARE FOR REFERENCE ONLY

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MATERIAL:
FINISH:
INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009
REFERENCE:

TOLERANCE UNLESS OTHERWISE SPECIFIED
HOLE Ø ±.003
DEC. INCH
X ±0.030
XX ±0.015
XXX ±0.005
ANGULAR ±0.5°

TITLE: RRFB, SOLAR 55/48, RADIO, SOP, DS, AMBER, PH, H POLE X2

DESIGNED BY: TAPCO
DRAWN BY: A. KAVANAUGH 5/7/2018
CHECKED BY:

SIZE: B | DWG. NO.: 600147 | REV: A | WEIGHT:
SCALE: 1:28
SHEET 1 OF 1

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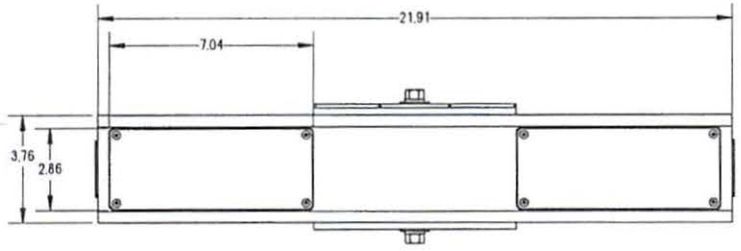
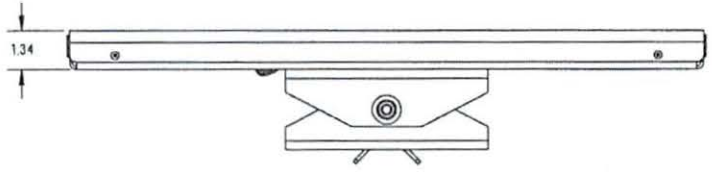
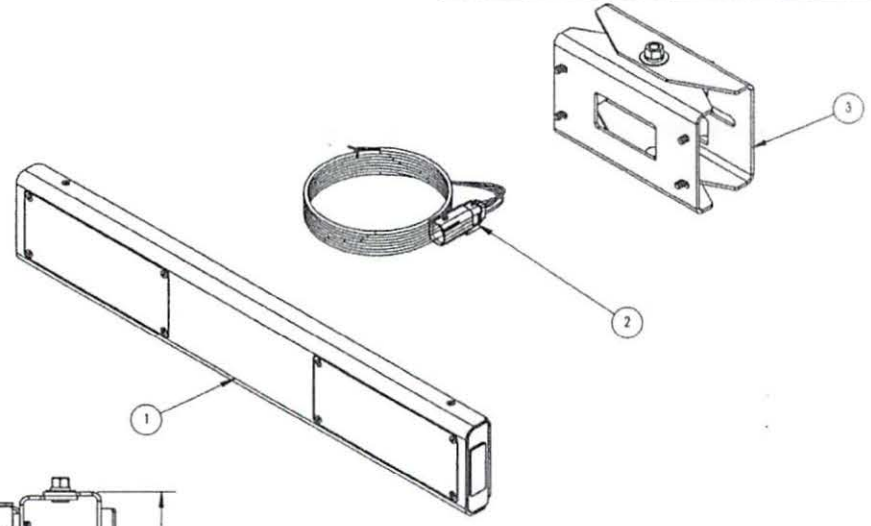
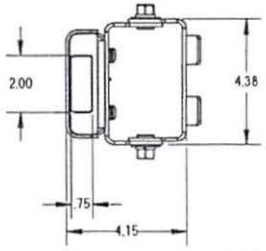
REVISIONS				
REV.	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED
A	INITIAL RELEASE	5/3/2018	N/A	A.K./J.P.









ITEM NO.	PART NUMBER	DESCRIPTION	QTY.	UNITS
3	138079	BRACKET MOUNTING KIT, RRFB, ARTICULATING	1	EA
2	136760	WIRE HARNESS, RRFB, 10' OF 4C W/MOLEX CONNECTOR	1	EA
1	136761	RRFB - AMBER LIGHT BAR, ADD 136760 - WIRE HARNESS, 138079 - MOUNTING KIT	1	EA

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Safe travels.

MATERIAL

FINISH

INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009

REFERENCE

TOLERANCE UNLESS OTHERWISE SPECIFIED

HOLE Ø	±.003
DEC.	INCH
X	±0.030
XX	±0.015
XXX	±0.005
ANGULAR	±0.5°

TITLE:

RRFB-XL2™ ASSEMBLY WITH UNIVERSAL MOUNTING KIT

DESIGNED BY:	TAPCO	
DRAWN BY:	A. KAVANAUGH	5/2/2018
CHECKED BY:	J. PATTERSON	5/3/2018

SIZE: B | DWG. NO.: 138089 | REV.: A | WEIGHT:

SCALE: 1:4

SHEET 1 OF 1

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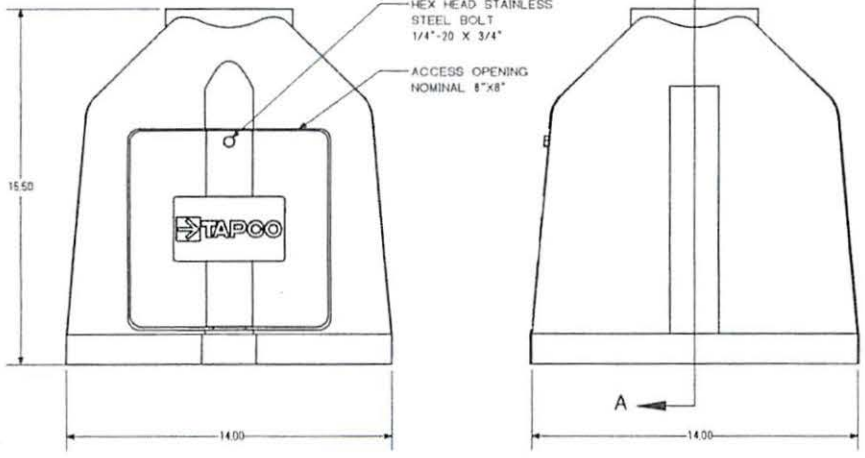
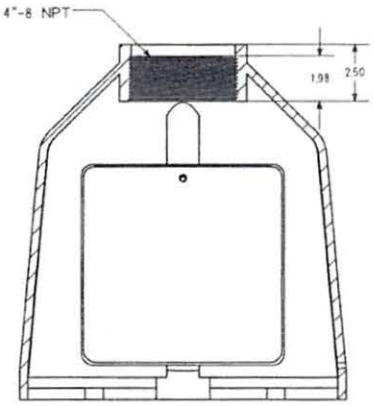
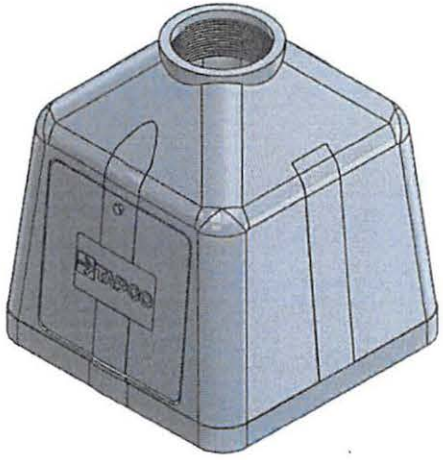
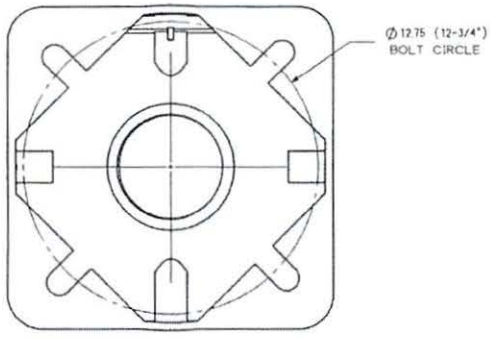




SECTION A-A





TAPCO
Safe travels.

MATERIAL	CAST ALUMINUM	INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009
FINISH	RAW	REFERENCE:

TOLERANCE UNLESS OTHERWISE SPECIFIED
HOLE Ø ±.003

DEC.	MM	INCH
X	±0.762	±0.100
XX	±0.381	±0.030
XXX	±0.076	±0.015
XXXX	±0.0127	±0.0005
ANGULAR		±0.5°

TITLE:
203-00014: FRANGIBLE ALUMINUM PEDESTAL BASE

STORAGE SIZE:

DESIGNED BY:		
DRAWN BY:	A. KAVANAUGH	1/27/2015
CHECKED BY:	M. SMITH	1/27/2015

SIZE: B
DWG. NO.: 2TE-537
REV.: A
WEIGHT:
SCALE: 1:5

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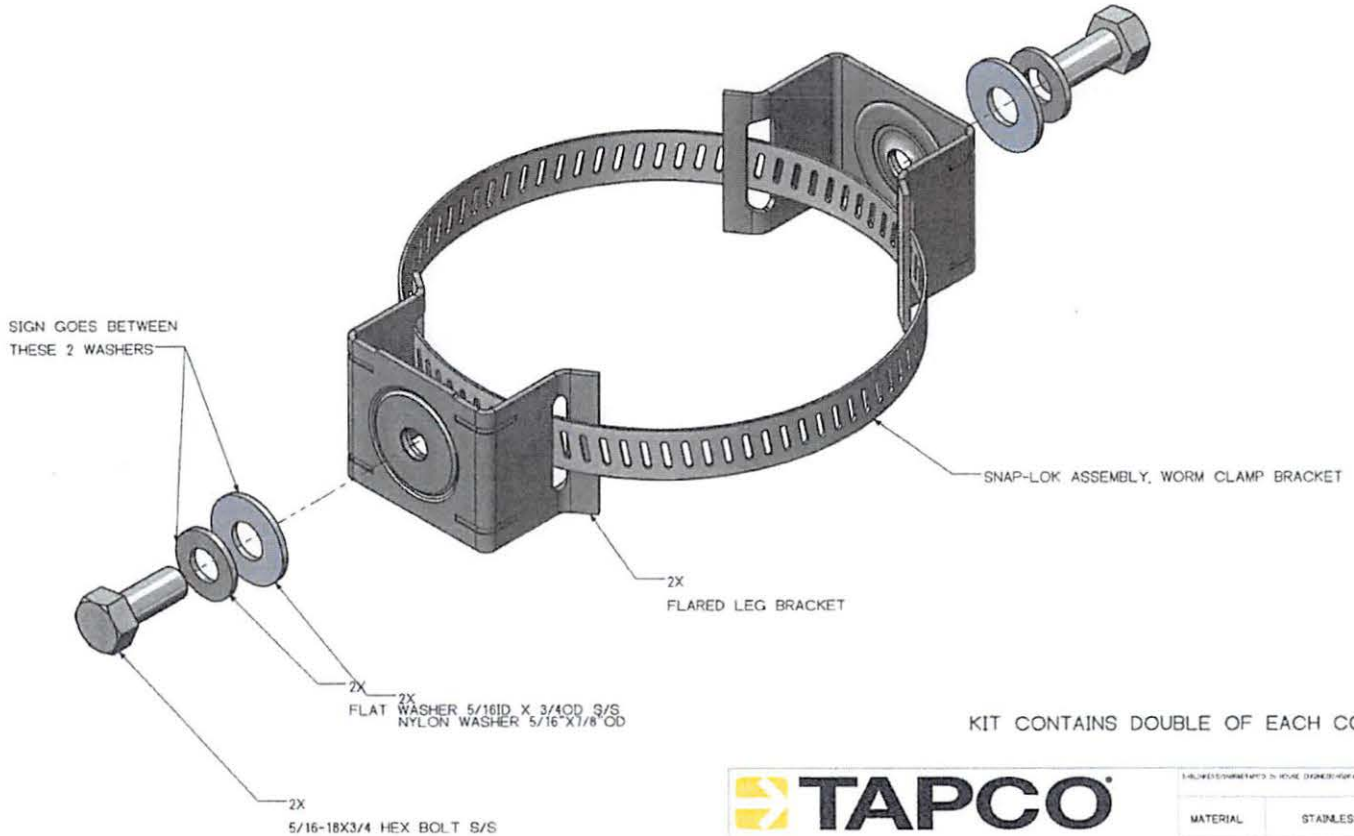

KIT CONTAINS DOUBLE OF EACH COMPONENT SHOWN HERE

TAPCO
Safe travels.

MATERIAL	STAINLESS STEEL	INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009
FINISH	RAW	REFERENCE:

TOLERANCE UNLESS OTHERWISE SPECIFIED
HOLE Ø ±.003

DEC.	MM	INCH
X	±0.762	±0.100
XX	±0.381	±0.030
XXX	±0.076	±0.015
XXXX	±0.0127	±0.0005
ANGULAR	±0.5°	

TITLE:
107265: SIGN MOUNTING KIT, BANDED, FLARED LEG, STANDARD, FOR STATIC SIGNS

STORAGE SIZE:

DESIGNED BY:		
DRAWN BY:	A. KAVANAUGH	1/27/2015
CHECKED BY:	M. SMITH	1/27/2015

SIZE: B | DWG. NO: 2TE-537 | REV: A | WEIGHT: | SCALE: 1:1 | SHEET 6 OF 6

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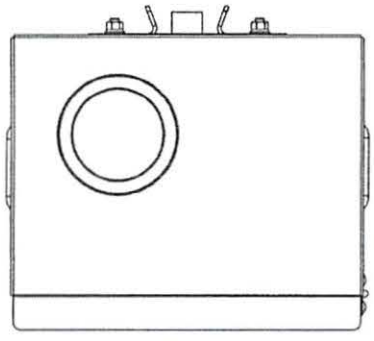

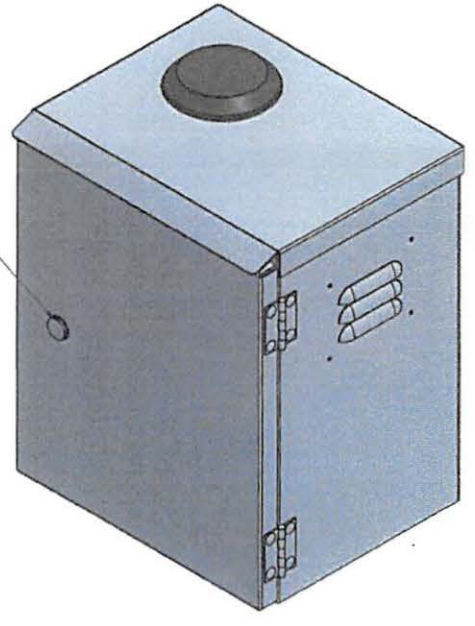

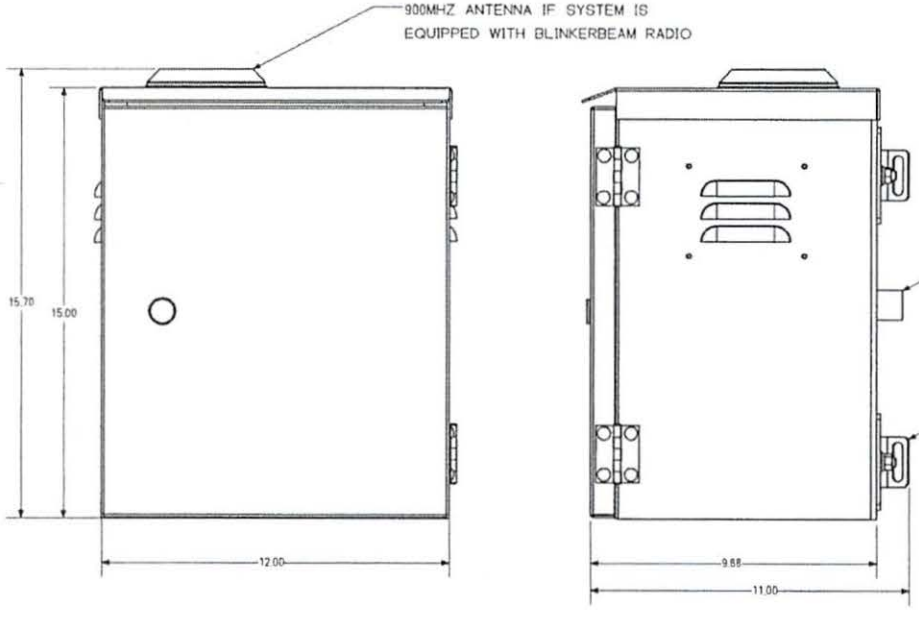

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MATERIAL	5052-H32 ALUMINUM .090 THICK	INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009
FINISH	RAW	REFERENCE:

TOLERANCE UNLESS OTHERWISE SPECIFIED
HOLE Ø ±.003

DEC.	MM	INCH
X	±0.762	±0.100
XX	±0.381	±0.030
XXX	±0.076	±0.015
XXXX	±0.0127	±0.0005
ANGULAR	±0.5°	

TITLE:

VENTED ALUMINUM CONTROL CABINET ASSEMBLY

STORAGE SIZE:

DESIGNED BY:			SIZE	DWG. NO.	REV	WEIGHT:
DRAWN BY:	A. KAVANAUGH	1/27/2015	B	500029	A	
CHECKED BY:	M. SMITH	1/27/2015				SCALE: 1:4

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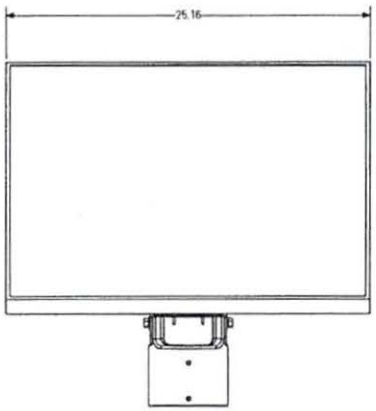
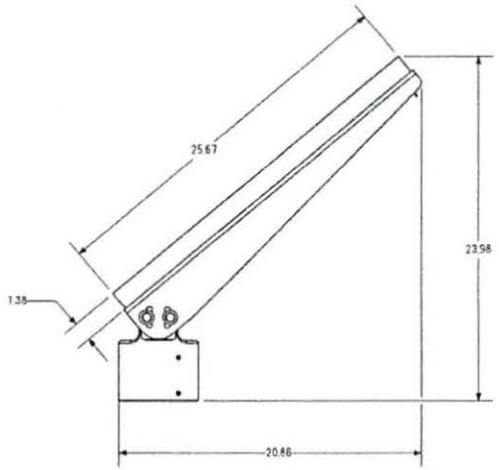
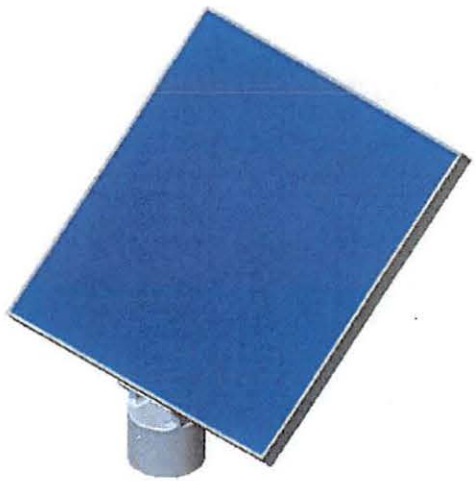
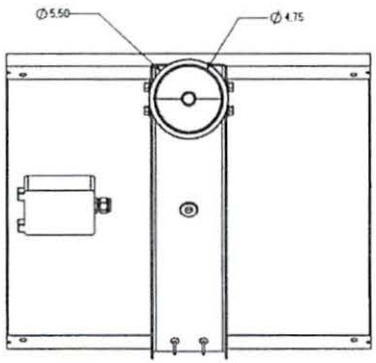
SHEET 5 OF 8

REVISIONS				
REV.	DESCRIPTION	DATE	PCN #	AUTHOR/APPROVED
A	RELEASED FOR SALES SUBMITTAL	6/7/2016	N/A	AK/JP









NOTES:

1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
2. SOLAR PANEL ANGLE CAN BE ADJUSTED TO MEET SPECIFIC LOCATION SOLAR REQUIREMENT

TAPCO
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MATERIAL

FINISH

INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009

REFERENCE:

TOLERANCE UNLESS OTHERWISE SPECIFIED
HOLE Ø ±.003

DEC.	MM	INCH
X	±2.540	±0.100
XX	±0.762	±0.030
XXX	±0.381	±0.015
XXXX	±0.0127	±0.0005
ANGULAR	±0.5°	

TITLE:

55W/12V SOLAR PANEL PACKAGE TOP OF POLE MOUNT 4.5 DIA.

STORAGE SIZE:

DESIGNED BY:

DRAWN BY: A. KAVANAUGH 6/7/2016

CHECKED BY: J. PATTERSON 6/7/2016

SIZE B DWG. NO. 2TE-743 REV A

WEIGHT:

SCALE: 1:8

SHEET 1 OF 1

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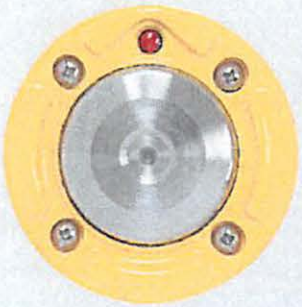
BULLDOG PUSH BUTTON

SPECIFICATIONS

POWER INPUT	12 to 36VDC (from control circuit)
PUSH BUTTON	Vandal resistant, ADA compliant
ACTIVATION CONFIRMATION	Red LED and beep confirmation activated when push button is pressed
INSTRUCTIONAL SIGN	9" x 12"; retroreflective sheeting with tamper-resistant mounting screws. Sold separetly (PN: 100202)
OPERATING FORCE	3 pounds maximum
PEAK CURRENT DRAW	~350mA
BUTTON ENCLOSURE	Aluminum, powder coated
BUTTON MATERIAL	316 stainless steel
INSTALLATION	2 holes on 2.0" centers, tapped ¼-20 plus ½" or larger hole for wire access
PUSH BUTTON OUTPUT	Driven low to ground when the push button is pressed
OPERATING TEMPERATURE RANGE	-30˚F to 165˚F (-34˚C to 74˚C)
DIMENSIONS	3.4" W x 0.9"H x 0.9"D



BULLDOG PUSH BUTTON

R10-25 SIGN
PN: 100202

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1026-01009 08-06-2018

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BLINKERBEAM® WIRELESS RADIO

SPECIFICATIONS

POWER INPUT	5VDC
INPUT	1 digital input, micro USB
OUTPUTS	2 digital output lines, host serial lines for OTA serial
PROGRAMMABILITY	Locally using USB port or front-mounted joystick
LCD DISPLAY	4 lines at 21 characters per line
OPERATION POWER MODES	3 levels available, 0.25, 0.5 or 1 watt
CONNECTIVITY	Activates warning LEDs concurrently
FREQUENCY	License free 900 MHz Frequency Hopping Spread Spectrum with 10 different RF patterns to prevent interference between collocated radio systems
RANGE	900 feet or longer with optional antenna
SERIAL DATA RATE	19,200Baud
STATUS LEDS	Red, green, yellow, amber
FCC ID	2ANWN-02ANWN
AVAILABLE ANTENNAS	6dBi Omni - Fiberglass 3dBi Omni Whip - RPSMA 3dBI Omni Low Profile 10.64dBi Yagi
OPERATING TEMPERATURE	-40°F to 176°F (-40°C to 80°C); less than 90% RH
DIMENSIONS	3.2"W x 3.7"H x 2.5"D

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1026-01001 06-27-2018

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IWS CONTROLLER

SPECIFICATIONS

POWER	6V and 12VDC with power indicator light
INPUTS	2 digital inputs
OUTPUTS	2x two-channel (able to drive two warnings per output)
PROGRAMMABILITY	Locally using serial input (RS232) or remotely using BlinkLink® via cell modem
PROGRAM ACTIVATION OPTIONS	24/7, Dusk 'til Dawn, BlinkLink® Scheduling, Time Clock, Custom Input
LED-WARNING CONTROL COMPATIBILITY	BlinkerSign®, BlinkerBeacon™, RRFB-XL2™
DIMMABILITY	Auto-adjustable via solar panel (6V systems) Auto-adjustable via photocell sensor (12V systems)
INTERNAL SYSTEM CLOCK	Integrated with on-board battery backup
SELF-DIAGNOSTIC CAPABILITY	Internal temperature monitor
DAYLIGHT SAVING TIME	User programmable
OPERATING TEMPERATURE RANGE	-40°F to 176°F (-40°C to 80°C)
ENCLOSURE	IP67 rated
ENCLOSURE DIMENSIONS	3.2"W x 3.7"H x 2.5"D

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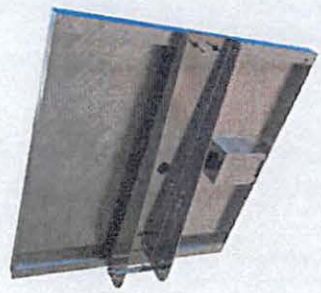
SOLAR PANEL 55W

SPECIFICATIONS

POWER	55W minimum
NOMINAL VOLTAGE	12V
OPEN CIRCUIT VOLTAGE	22.1V
SHORT CIRCUIT CURRENT	3.31A
MAXIMUM POWER VOLTAGE	18.18V
MAXIMUM POWER CURRENT	3.1A
GLASS	Tempered
FRAME	Anodized aluminum
JUNCTION BOX	IP65, UL94-5VA material
WEIGHT	14 pounds
MOUNTING HARDWARE	Various options available
OPERATING TEMPERATURE RANGE	-40˚F to 194˚F (-40˚C to 90˚C)
DIMENSIONS	25"W x 26"H x 1.5"D

FRONT



BACK

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1026-01007-55w_ 08-07-2018

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BATTERY 48Ah

SPECIFICATIONS

VOLTAGE	12V
CAPACITY AT C/100	48Ah
OPERATING TEMPERATURE RANGE	-76°F to 140°F (-60°C to 60°C)
VENT	Self sealing
TERMINAL	Insert with 1/4"-20 Round Hole
WEIGHT	32 pounds
DIMENSIONS	7.76"L x 6.62"W x 6.87"H
NON-SPILABLE	As defined by Department of Transportation, International Commercial Airline Organization and International Airline Transport Association definitions

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1026-00011 08-07-2018

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TAPCO RRFB-XL2™ CAPACITY RATINGS

RATED EQUIPMENT

TAPCO RRFB CONTROLLER ASSEMBLY:

Solid State Flash Controller	Back-to-Back RRFB-XL2™ Light Bars
Solar Charge Regulator	BullDog Push Button
900MHz BlinkerBeam® Wireless Radio	55W 12V Solar Panel
	48Ah 12V VRLA Battery

MAXIMUM DAILY ACTIVATIONS PER REGION

Northern Climates - Up to 1,000 Activations Per Day

Central Climates - Up to 1,700 Activations Per Day

Southern Climates - Up to 3,400 Activations Per Day

GENERAL LOCATION	DAILY ACTIVATIONS (20 SECONDS EACH)	RATED AUTONOMY (DAYS)	GENERAL LOCATION	DAILY ACTIVATIONS (20 SECONDS EACH)	RATED AUTONOMY (DAYS)
NORTHERN LATITUDES	100	38	SOUTHERN LATITUDES	1800	7
	200	31		1900	7
	300	25		2000	6
	400	22		2100	6
	500	19		2200	6
	600	17		2300	5
	700	15		2400	5
	800	14		2500	5
	900	13		2600	5
	1000	12		2700	5
CENTRAL LATITUDES	1100	11		2800	5
	1200	10		2900	4
	1300	9		3000	4
	1400	9		3100	4
	1500	8		3200	4
	1600	8		3300	4
	1700	7		3400	4

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. May 20, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Mangement Services Agreement between the City of Sheboygan and EOS Recreation LLC regarding the Quarry Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Management Services Agreement with EOS Recreation LLC in form substantially similar to the attached.

_____

_____

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made and entered into effective this _____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the "City"), and EOS Recreation LLC ("Manager"), collectively, the "Parties."

RECITALS

WHEREAS, the City owns Quarryview Park, a public park located at 3401 Calumet Drive, Sheboygan, Wisconsin (the "Quarry Park"); and

WHEREAS, the City finds that the Quarry Park beach, water areas and Quarryview Community Center located in Quarry Park are feature-rich assets which have been historically underutilized by the public; and

WHEREAS, Manager desires to provide certain management services at Quarry Park, and the City is willing to have Manager provide certain management services at Quarry Park; and

WHEREAS, Manager desires to manage and operate the Quarry Park beach, water areas, the Quarryview Community Center and other ancillary areas for the City (hereinafter known as the "Quarry"); and

WHEREAS, the City desires to turn over to Manager the operation and management of the Quarry for the summer season; and

WHEREAS, subject to the terms and conditions hereof, City desires to engage the Manager, and the Manager desires to be engaged, to provide personnel and certain management services to the Quarry in connection therewith.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the mutual promises made herein, the sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed as follows:

ARTICLE I
ENGAGEMENT OF MANAGER; THE SERVICES

1.1 Engagement of Manager. Subject to the terms and conditions of this Agreement, City hereby engages Manager, and Manager hereby accepts such engagement, to provide the Services (as defined below) at the Quarry, within the area identified in Exhibit "A" attached hereto. In addition, City agrees to provide Manager access to the public parking lot at the Quarry for its operations. Manager shall have access to property beginning the later of the Effective Date and May 25, 2019 and ending September 16, 2019.

1.2 The Services. The Manager shall provide the City with, or make arrangements for the delivery to City of, the following services during the term of this Agreement, all at no cost to the City (collectively, the "Services"):

(a) Provide management expertise and consulting services with respect to recommending and implementing improvements to the Quarry facilities, programs, offerings and attractions;

(b) Manage and operate all aspects of the Quarry and the Quarryview Community Center, including, without limitation, staffing, reservations, reception, concessions, sales, bookkeeping, administration, marketing, advertising and promotion;

(c) Manager shall be responsible for all day-to-day expenses and normal maintenance involved with operations. Manager shall finance all personnel, operations and the proposed new equipment involved with its operations;

(d) Manage and coordinate recreational programs, facilities and equipment for Quarry users. Select and provide products appropriate for the different water depths in the Quarry, as well as different demographic groups. Select and provide site amenities to enhance guest comfort and create a unique destination that will broaden Quarryview Park's appeal and stimulate repeat visits;

(e) Hours of operation for the Quarry beach, open to the public for a daily admission fee shall be 11 a.m. to 5 p.m., seven days per week from the later of the Effective Date and June 3, 2019 and ending September 2, 2019. Hours of

operations and dates of opening and closing can be altered with the approval of both Parties. The City's Superintendent of Parks and Forestry shall have the authority to consent to alterations under this paragraph on behalf of the City;

(f) Manager shall provide an on-site manager and two to ten additional staff members depending on weather, capacity and planned events;

(g) Manager shall provide such other services incidental to the operations of the City's Quarry and Quarryview Community Center as may be reasonably requested by City from time to time; and

(h) Manager shall institute and maintain reasonable safety measures and procedures to include, but not be limited to the following:

(i) Utilize inflatable safety buoys to segregate the shallow-water free zone from any pay-for-play areas;

(ii) Require all users to pass a swim test and receive a wristband as an identifier to use any deep water activity area;

(iii) Require lifejackets and wristbands for all activities in deep water areas, including stand-up paddleboards, pedal boats and kayaks;

(iv) Utilize the existing dock also for the safety stations.

1.3 Scope. The scope of the Services under this Agreement may be enlarged, reduced, or altered from time to time by mutual agreement of the Parties and written amendment of this Agreement. The City shall be responsible for any agreed-upon capital improvements, major site cleanup, and major repairs required on existing facilities and structures.

1.4 Personnel.

(a) Manager shall provide all personnel reasonably necessary for Manager to perform the Services. Such personnel shall at all times be employees or contractors of Manager (collectively, the "Personnel"). Manager, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including, without limitation,

retirement and welfare plans, conduct policies, workers compensation insurance and compensation. To the extent permitted by law, Manager shall conduct criminal background checks on all prospective hires and condition employment on successful passage of drug screen.

(b) To the extent permitted by law, the City shall have the right, at any time upon at least fourteen (14) days' notice to Manager, to declare any Personnel no longer eligible to perform the Services for City under this Agreement.

(c) Manager may from time to time delegate its obligations hereunder to any person. City reserves the right to approve or disapprove any such delegation.

(d) All of Manager's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.

ARTICLE II
COVENANTS OF MANAGER

2.1 Compliance with Law. Manager will use commercially reasonable efforts to assure that the Services are performed in compliance with the requirements of all applicable laws, statutes, ordinances, rules, regulations, or orders of any governmental authorities or regulatory bodies having jurisdiction over Manager or City.

2.2 Ownership of Records, Licenses and Systems.

(a) All reports, documents and other information generated solely pursuant to the Services herein or relating solely to the operation of the Quarry and the Quarryview Community Center shall be the property of City.

(b) All business records, documents and other information generated by Manager which may pertain to the Services but which are generated pursuant to or relating to the operation of Manager shall remain the property of Manager.

(c) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by Manager and used in connection with this Agreement shall be the property of Manager, unless otherwise agreed to in writing by Manager and City.

(d) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by City and used in connection with this Agreement shall be the property of City, unless otherwise agreed to in writing by Manager and City.

2.3 Access to Records and Facilities. The Manager shall make available to the City, its agents and attorneys, at all times during normal business hours, all records and other information described in Section 2.2 hereof which relate to Services under this Agreement. The Manager shall promptly respond to any questions from the City with respect to such records and shall confer with the City at all reasonable times, upon request, concerning the operations of the Quarry (including the Quarryview Community Center). In addition, the City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine Manager's books of account for the Quarry or any portion thereof. Manager acknowledges that certain of its records may be subject to disclosure under applicable public record laws.

2.4 Insurance.

(a) Manager agrees, at its sole cost and expense, to obtain and maintain commercial general liability insurance coverage in an amount not less than $2,000,000 with respect to its operation of the Quarry, for the benefit of both the City and Manager and agrees to name the City as additional insured.

(b) Each party shall obtain and maintain property insurance coverage on their respective assets.

2.5 Performance Standards. The Manager shall undertake all of the Services in accordance with the reasonable performance standards established by City for the Services.

ARTICLE III
FEES AND PAYMENT

3.1 Manager shall pay to the City a fee of $1.00 for making the facilities available. Manager shall be entitled to retain all of the proceeds which it generates from the operation of the Quarry and the Quarryview Community Center under this Agreement.

ARTICLE IV
RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.

4.2 Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.

ARTICLE V
HOLD HARMLESS

5.1 Indemnification. Manager agrees that it shall hold harmless and defend and indemnify the City from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and expenses), which may arise during the term of this use as a result of the use and/or occupancy of the premises by its officers, agents and employees, or others acting by, through or under the express or implied authority of Manager including, but not limited to, any such claims, liabilities, losses, damages or expenses which may arise as a result of any personal injury, death or property damage occurring on or about the premises, except to the extent caused by the negligence or willful misconduct of the City. City agrees to defend, indemnify and hold harmless Manager and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Quarry unrelated to the Services set forth in this agreement, provided, however, that the City shall not defend, indemnify or hold Manager harmless from and against, and Manager shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from bad faith recklessness, gross negligence, gross misconduct or willful misconduct of Manager, or arising out of

any breach of representations or any of its obligations pursuant to this Agreement. The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. This Agreement shall commence upon the Effective Date and continue in full force and effect during the 2019 summer swimming season at the Quarry, ending on or about the end of the Labor Day weekend, but in no event later than September 16, 2019. This Agreement may be renewed upon written agreement of the Parties, subject to such terms and modifications as the Parties may agree.

6.2 Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:

(a) Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.

(b) Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.

(c) Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.

6.3 Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.

6.4 Effect of Termination or Expiration.

(a) Expiration or termination of this Agreement for any reason shall not release any party from its obligations hereunder that have accrued prior to the termination date.

(b) After any termination of this Agreement, the following shall apply:

(i) Manager shall promptly deliver to City all of City's park property and facilities in the possession of Manager, including, without limitation, any property of City described in Section 2.2 hereof.

(ii) The parties shall promptly conduct a final accounting of the amounts due under Section 3.1 hereof, and any amount due either party under such accounting shall be promptly paid by the other party.

ARTICLE VII
MISCELLANEOUS

7.1 Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

7.2 Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 7.2. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

7.3 Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

7.4 Amendment. This Agreement may be amended only by a writing signed by both parties.

7.5 Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.

7.6 Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 6.2(c) hereof, any corporate successors by merger, consolidation or other corporate reorganizations, without limitation.

7.8 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.

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

7.10 Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

MANAGER:

EOS RECREATION LLC

By: _____

Date: _____

CITY:

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen
Mayor

Date: _____

ATTEST:

_____
Meredith DeBruin
City Clerk

Date: _____

EXHIBIT "A"

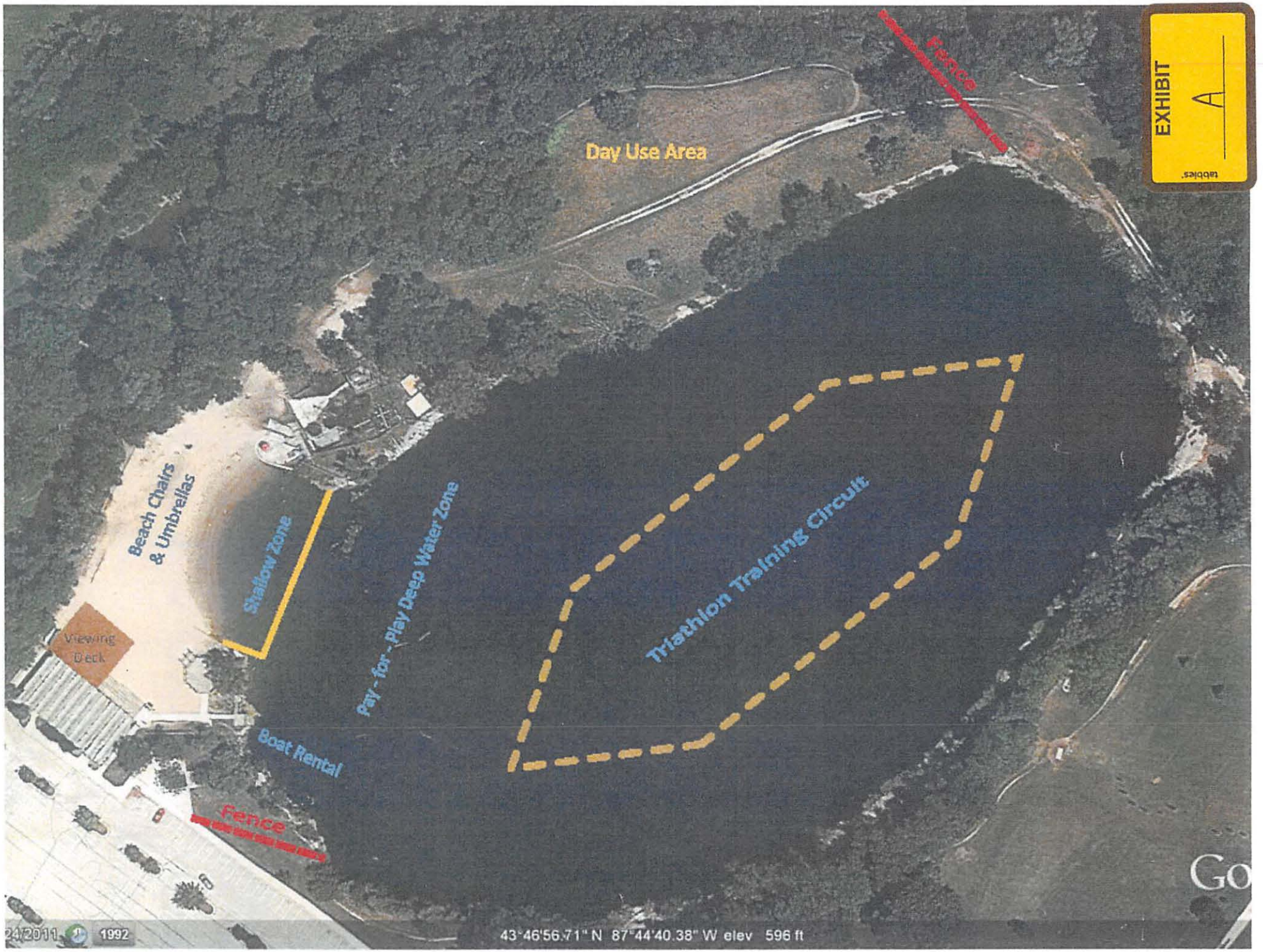
EXHIBIT
A
tabbies
Fence
Day Use Area
Beach Chairs & Umbrellas
Shallow Zone
Pay - for - Play Deep Water Zone
Triathlon Training Circuit
Viewing Deck
Boat Rental
Fence
24/2011
1992
43°46'56.71" N 87°44'40.38" W elev 596 ft

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. May 20, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the restoration and refinishing of the steel railings along the south side of the Sheboygan River and east of the Eighth Street Bridge and specific railings adjacent to, and immediately west of the Eighth Street Bridge.

WHEREAS, in 2017 the City had the steel railings on the north side of the Sheboygan River that are between the Eighth Street Bridge and the Coast Guard Station restored and refinished; and

WHEREAS, the City has included the restoration and refinishing of the steel railings on the south side of the Sheboygan River (the "Project") in the 2019 Capital Improvements Plan; and

WHEREAS, Staff has obtained and reviewed competitive bids for the Project; and

WHEREAS, the lowest bid, from Service Painting Corporation of Milwaukee, Wisconsin, meets all of the requirements from the bid documents.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Service Painting Corporation in substantially similar form to that attached, for the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of $119,000.00 from the 2019 Community Development Block Grant Fund for Sidewalk/Trail Improvements (Account No. 21961100-631300) in payment of same.

_____

_____

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
SERVICE PAINTING CORPORATION

REGARDING THE RESTORATION AND REFINISHING OF STEEL RAILINGS ALONG THE SOUTH SIDE OF THE SHEBOYGAN RIVER

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 Service Painting Corporation ("Contractor").

WITNESSETH:

WHEREAS, the City desires to have certain steel railings along the south side of the Sheboygan River restored and refinished; and

WHEREAS, Contractor is willing and able to provide the City with the necessary services 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 restore and refinish approximately 18,700 lineal feet of protective railing and posts along the Promenade—primarily on the South and East side of the Sheboygan River in the City of Sheboygan—with a one-coat epoxy and one-coat urethane system (the "Services").

For ease of identification, there are four areas where the Services will be performed:

1. Area A – the South Side of the Sheboygan River east of the Eighth Street Bridge
    a. This is an area with approximately 478 48" tall vertical posts (a total of approximately 1,912 lineal feet of posts) and 3,216 running feet of railing with four horizontal rails per section (a total of approximately 12,864 lineal feet of railing)
2. Area B – the South Side of the Sheboygan River west of the Eighth Street Bridge (west of the now-closed Sprecher's Restaurant)
    a. This is an area with approximately 80 48" tall vertical posts (a total of approximately 320 lineal feet of posts) and 510 running feet of railing with four horizontal rails per section (a total of approximately 2,040 lineal feet of railing)
3. Area C – the North Side of the Sheboygan River under the bridge and west to the Boat Landing
    a. This is an area with approximately 47 48" tall vertical posts (a total of approximately 188 lineal feet of posts) and 217 running feet of railing with four horizontal rails per section (a total of approximately 868 lineal feet of railing)

4. Area D – the North Side of the Sheboygan River in the vicinity of the Boat Landing
    a. This is an area with approximately 22 48" tall vertical posts (a total of approximately 88 lineal feet of post) and 105 running feet of railing with four horizontal rails per section (a total of approximately 420 lineal feet of railing).

For the avoidance of doubt, the Services include all necessary surface preparation, priming, and painting with one coat epoxy and one coat urethane finish of all railings, gates, fittings, and mountings within the project boundaries. Along portions of the project there may be a vertical steel "kick plate" at the bottom of the railings where they meet the seawall; these plates will be prepared and coated as part of the Services.

Surface Preparation shall include:

- Any necessary cleaning such that the surfaces that will have Epoxy Coat and Urethane Finish applied (the "Surfaces") are clean, dry, and free of all dirt, dust, efflorescence, wax, oil, grease, chalk, or any other contaminant that would interfere with adhesion of the coatings to the surface.
- All visible oil, grease, soluble residues, and salts will be removed from the Surfaces before the Power Tool Cleaning (set forth below) pursuant to the methods set forth in Steel Surfaces Paint Council Surface Preparation 1 ("SSPC-SP1").
- All Surfaces will be cleaned with power tools to remove all loose mill scale, loose rust, and other detrimental foreign matter ("Power Tool Cleaning"). Adherent mill scale, adherent rust, and adherent paint need not be removed. Mill scale, rust, and paint are considered "adherent" if they cannot be removed by lifting with a dull putty knife.
- In light of the proximity to the Sheboygan River, the Parties acknowledge that the use of media or water blasting to prepare the Surfaces may not be a viable option.
- Treatment of any areas found to contain mildew with a solution of one part household bleach to three parts water. (Ammonia shall not be added to this solution.) The solution shall be allowed to remain on the surface for 3-5 minutes prior to rinsing. After rinsing, the affected Surface shall be allowed to dry completely prior to primer or coating application.
- All areas where existing paint is suitable to remain shall be "feathered" to create a smooth transition between bare metal and previously painted surfaces.

The Epoxy Coat shall include:

- One coat of Diamond Vogel Multi-E-POXY 180 High Build Epoxy Primer or Sherwin-Williams Macropoxy 646 Fast Cure Epoxy or Equal
- Primer shall be applied by brush or roller at a thickness of 5-10 Mils DFT

The Urethane Finish shall include:

- One coat of Diamond Vogel Multi-Thane 330 High Solids Acrylic Polyurethane or Sherwin-Williams Acrolon 218 HS Acrylic Polyurethane or Equal
- Primer shall be applied at a thickness of 3-5 Mils DFT pursuant to the Manufacturer's Recommendations.

Throughout the Services, Contractor shall:

- Adhere to all specifications set by the manufacturer of any materials used to complete the Services, including the epoxy and the urethane.
- Apply all coatings in a uniform coat, free of drips, runs, or sagging.
- Take all measures necessary to prevent foreign material from entering the Sheboygan River
- Maintain safe access to all areas along the Work Site, including restaurants and other commercial businesses and docking for charter boats and personal watercraft, at all times.
- Inspect the work site at the end of each work day and ensure that the work site is left in a safe and secure condition.
- Avoid loud music or any other unprofessional behavior
- Ensure suitable rest room facilities are available for its employees

Contractor shall obtain all applicable City permits and licenses, and pay all applicable City fees prior to beginning demolition. Contractor shall ensure any permitted sub-contractor has also obtained any and all applicable City permits and licenses, and paid all applicable City fees.

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 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. This shall include any coat of epoxy or urethane that is not applied at the specified dry film thickness rate, which shall be remedied by the application of an additional coat at no expense to the City.

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 by the Contractor for one (1) year from date of final acceptance. 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 3. Responsibilities of the City

The City designates Bernie Rammer as its designated project manager for purposes of this Agreement.

The City will remove any items attached to railings, such as signage or ring buoys prior to Contractor refinishing and shall reinstall the items following completion of the Services and the appropriate cure time. Contractor shall communicate with the City regarding its schedule of work so that the City can remove (and replace) the appropriate items at the appropriate times.

The City will assist the Contractor in obtaining access to temporary electrical power. In areas where access to power is not available, Contractor shall be responsible for providing adequate power utilizing portable generators.

The City will designate a suitable location on which Contractor may park a job trailer in which to store tools and equipment.

Article 4. Compensation

The City shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Nineteen Thousand Dollars ($119,000.00).

Upon completion of the Services, Contractor shall submit an invoice to the City.

Unless additional services are added to the Services 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 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, 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 5. 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 6. 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 7. Schedule
The Services may begin as soon as this Agreement has been fully executed, the City has issued a Notice to Proceed, and the Contractor has completed any conditions precedent to beginning the Services.

Once work commences, work will be performed Monday through Friday on a continuous basis until completion (weather permitting). Weekend work is permitted but is not required.

All Services, and all invoices for all Services, shall be complete by December 31, 2019. Completion of services shall mean the Services 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. Liquidated Damages
In the event the Contractor fails to complete the Services pursuant to the Schedule set forth in this 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 9. 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 10. 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 11. 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 12. 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.

Article 13. 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 14. 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-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. 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 16. 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 17. 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. Public Liability and Property Damage Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Public Liability and Property Insurance with a policy limit of at least $2,000,000 for injuries (including accidental death to any one person), and a policy limit of at least $2,000,000 for property damage.

c. 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 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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.

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 26. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: Contractor:

City Clerk		William G. Stevens
City of Sheboygan		2727 W. Mill Road
828 Center Ave.		Milwaukee, WI 53209
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 27. 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 28. 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 29. 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 30. 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 4, 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 31. Provisions Related to Federal Funding
This Agreement is being funded by funds from the U.S. Department of Housing and Urban Development Community Development Block Grant Program. Therefore, the following provisions apply:

a. Prevailing Wage. Contractor and any approved sub-contractor shall pay each individual who works on the Services a wage not less than the prevailing wage rates as established by the United States Department of Labor in Wage Rate Determination #WI190016, which is attached to this Agreement as Exhibit 1 and incorporated herein by reference. The highest wage rate for each trade or occupation shall apply.

b. Payroll Monitoring and Reporting. The City has contracted with a third party to monitor payroll activity during the provision of the Services in order to ensure that wage and hour reporting is performed in a manner acceptable to the United States Department of Labor. Contractor shall provide all documents reasonably requested by the City's payroll monitor.

This shall include the completion of any necessary forms, including a Statement of Compliance regarding fringe benefits.

c. Section 3 of the Housing and Urban Development Act of 1968.

i. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (codified at 12 U.S.C. § 1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR part 135.

iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

iv. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause [all of Section 31(c) of this Agreement constitutes the "Section 3 clause"], upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR part 135.

vi. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this

Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

d. Federal Labor Standards Provisions. The Federal Labor Standards set forth in Form HUD-4010, a copy of which is attached to this Agreement as Exhibit 2, are incorporated into this Agreement by reference and shall also apply to this Agreement.

Article 32. 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.

f. 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.

g. 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 that are left on site overnight or over a weekend or Holiday. Contractor retains sole responsibility to ensure that all tools, material, and equipment are properly secured at the end of each work day.

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:** _____

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: WI20190016 01/04/2019

Superseded General Decision Number: WI20180016

State: Wisconsin

Construction Type: Building

Counties: Calumet, Outagamie, Sheboygan and Winnebago Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply

to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

ASBE0205-010 06/01/1998

	Rates	Fringes
Asbestos Removal worker/hazardous material handler Includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not	$ 16.56	3.10

BOIL0107-001 01/01/2017

	Rates	Fringes
BOILERMAKER		
Boilermaker	$ 35.65	29.89
Small Boiler Repair (under 25,000 lbs/hr)	$ 26.91	16.00

BRWI0011-003 06/01/2016

	Rates	Fringes

BRICKLAYER

Bricklayer, Cement Mason, Plasterer, Tile Layer	$ 32.22	20.57

CARP0252-001 06/01/2016

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical work, Excluding Batt Insulation)		
CARPENTER & SOFT FLOOR LAYER	$ 33.56	18.00
MILLWRIGHT	$ 35.08	18.35
PILEDRIVERMAN	$ 34.12	18.00

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* ELEC0494-003 06/01/2018

	Rates	Fringes
Sound & Communications		
Installer	$ 19.56	15.78
Technician	$ 28.99	16.25

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or

products

ELEC0494-012 06/01/2018

CALUMET (New Holstein Twp.) & SHEBOYGAN COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 33.40	22.08

ELEC0577-002 06/01/2018

CALUMET (Except Township of New Holstein), OUTAGAMIE, AND WINNEBAGO COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 32.18	18.59

ENGI0139-002 06/04/2018

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1	$ 40.72	21.60
Group 2	$ 39.47	21.60
Group 3	$ 38.17	21.60
Group 4	$ 37.64	21.60
Group 5	$ 35.57	21.60
Group 6	$ 34.04	21.60

HAZARDOUS WASTE PREMIUMS:
EPA Level ""A"" Protection: $3.00 per hour
EPA Level ""B"" Protection: $2.00 per hour
EPA Level ""C"" Protection: $1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs & over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; Over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete Pumps 46 meter & under; Grout Pumps; Rotec Type Machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Maaerial Haulers

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch

Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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IRON0008-001 06/01/2017

	Rates	Fringes
IRONWORKER	$ 33.19	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

LABO0330-004 06/04/2018

	Rates	Fringes
Asbestos Abatement/Hazardous Waste (Preparation, removal,		

and Encapsulation of
hazardous materials from
non-mechanical systems).....$ 25.88 17.20
Laborer, General.....$ 27.38 17.20

NOTE: Mason Tender $.25 over general laborer.

PAIN0802-008 06/01/2017

	Rates	Fringes
PAINTER	$ 22.82	11.52
Brush, Drywall Taper	$ 28.55	17.72

PAIN1204-001 06/01/2017

	Rates	Fringes
GLAZIER	$ 28.34	19.65

PLUM0400-001 06/04/2018

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work)		
(1) Small buildings (except industrial and power plants) where plumbing or heating is $50,000 or less	$ 32.15	17.57
(2) All other work	$ 36.74	19.06

SFWI0669-002 04/01/2016

	Rates	Fringes
SPRINKLER FITTER	$ 39.48	19.36

SHEE0018-025 06/01/2018

CALUMET & SHEBOYGAN COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC duct work and Technician)	$ 33.26	25.07

SHEE0018-029 06/01/2018

OUTAGAMIE AND WINNEBAGO COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC duct work and Technician)	$ 33.56	25.21

TEAM0662-001 06/01/2018

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles	$ 28.12	21.20
3 or more Axles	$ 28.27	21.20

SUWI2002-013 01/23/2002

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator	$ 25.36	8.37
Laborers:		
Concrete Worker	$ 16.34	3.59
Landscape	$ 8.73	4.90
ROOFER	$ 18.01	3.28
Tile & Marble Finisher	$ 13.89	8.36

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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VI

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

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 17-19-20 by City Administrator Darrell Hofland submitting the 2020 preliminary budget fiscal factors for guidance prior to departmental budget preparations; recommends filing the document as amended.

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

II

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 17 - 19 - 20. By CITY ADMINISTRATOR DARRELL HOFLAND. May 15, 2019.

Submitting the 2020 preliminary budget fiscal factors for guidance prior to departmental budget preparations as follows:

1. General Fund Budget that retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain city services with no decrease in service levels.
4. Leverage city resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental funds to offset city costs for projects or programs that promote city priorities, goals and/or objectives.
6. Funds for a 2.25 percent increase in wages for the city workforce including collective bargaining agreements.
7. Review user fees including utility rates.
8. Identify planned borrowed fund which will not affect the city's current bond rating of Aa2.
9. Continue Garbage User and Vehicle Registration Fees, which allows property tax levy to be reallocated to fund street improvement projects.
10. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed funds proceeds.
11. Incorporate 2020 projects, equipment and vehicles identified in the 2020 - 2024 Capital Improvements Program.
12. Maintain a minimum of 25 percent uncommitted Fund Balance in the General Fund.

CITY ADMINISTRATOR

Finance + Personnel
ac + file
as amended

Preliminary 2020 Budget Fiscal Factors

	Revenues	Expenditures	
General Fund	$ 37,311,794	$ 37,977,572	*
2020 Adjustments			
Net new construction based on +$11 million	$ 109,010		
Change in Transportation Aids	$ -		
Salaries/Benefits		$ 520,000	
Health Insurance +5%		$ 250,000	
Elections		$ 86,000	
Recycling - service upgrade		$ (333,723)	
Motor Vehicle Fund Charges +10%		$ 150,000	
Reassessment		$ 107,000	
IT Fund Charges +6%		$ 45,000	
Adjusted	$ 37,420,804	$ 38,801,849	
Shortfall		$ (1,381,045)	
2018 Increase in General Fund reserves		$ 2,048,352	**
Debt Service Fund			
Change in debt service		$ 264,757	

* Reduced by $500,000 in contingency account

** Does not include $5,500,000 in transfer to Capital Project Fund for City Hall project

5/13/2019

VIII

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

Your Committee to whom was referred Res. No. 12-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute a Purchase and Sale Agreement for the purchase of land from the Union Pacific Railroad Company; recommends approving 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

4.6

Res. No. 12 - 19 - 20. By Alderpersons Donohue and Bohren. May 6, 2019.

A RESOLUTION authorizing the appropriate City officials to execute a Purchase and Sale Agreement for the purchase of land from the Union Pacific Railroad Company.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Purchase and Sale agreement, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to make payments on same, as called for in the agreement, from the TID 16 Capital Improvements Fund - Improvements Other Than Buildings - account no. 42661100-631100.

Finance/Personnel approve

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

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2019 ("Execution Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, whose address is 1400 Douglas Street, Omaha, Nebraska 68179 ("Seller"), and **CITY OF SHEBOYGAN**, a Municipal corporation of the State of Wisconsin, whose address is 828 Center Avenue, Suite 301, Sheboygan, Wisconsin 53081 ("Buyer").

IT IS MUTUALLY AGREED
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Section 1. Purchase and Sale of the Property.

A. Seller hereby agrees to sell and Buyer hereby agrees to purchase, on the terms and conditions of this Agreement, Seller's right, title and interest in and to the real property situated near the City of Sheboygan, Sheboygan County, State of Wisconsin, between Milepost 148.2 to Milepost 149.5 of Seller's former Sheboygan Passenger Line, identified as "SALE AREA" and generally shown in red crosshatching on the print dated June 22, 2018, attached hereto as **Exhibit A** and made a part hereof (the "Land"), together with other personal property, fixtures and improvements thereon to the extent owned by Seller, including, without limitation, ballast, if any, and any appurtenances related thereto (the "Personal Property"). The Land and the Personal Property are hereafter sometimes collectively called the "Property".

> EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Seller, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Buyer, its successors or assigns.

B. The sale made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights whether or not of record or open and obvious on the ground.

Section 2. Purchase Price.

The purchase price for the Property is ONE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED THREE AND NO/100th DOLLARS ($1,271,503.00) ("Purchase Price"). The Purchase Price shall be paid by Buyer to Seller at Closing (as defined in Section 5).

Section 3. Compliance with Trails Act.

This Agreement is being entered into in accordance with and subject to the National Trails System Act, 16 U.S.C. §1247(d), and the terms and conditions contained in the decision to be served by the Surface Transportation Board ("Trails Use Decision"), as set forth in Section 4A below. After Closing, Buyer agrees to assume full responsibility for management of the Property and for any legal liability arising out of such transfer or use. If rail service on the Property is reactivated pursuant to the National Trails System Act, then Seller shall have the right to repurchase the Property for the then-current fair market value of the Property (including all improvements thereon) as determined by appraisal. The provisions of this Section 3 shall survive the Closing and the delivery of the Deed.

Section 4. Conditions Precedent to Sale.

This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

A. STB Abandonment.

(i) Within thirty (30) days after the Execution Date, Seller shall commence the process to file an application, petition or notice of exemption with the Surface Transportation Board ("STB") to obtain authority to abandon Seller's common carrier obligations with respect to the Property (the "Abandonment Filing"). If the STB imposes any condition to the Abandonment Filing (including, without limitation, labor protection) Buyer agrees to be responsible for the cost of satisfying all such conditions. Seller agrees to provide reasonable assistance to Buyer in satisfying such conditions, at Buyer's sole cost. Seller shall not be obligated to close the transaction until all such conditions are satisfied.

(ii) Risk. Buyer recognizes and bears the risk that the Abandonment Filing may be denied or that conditions may be imposed on the Abandonment Filing.

(iii) Trails Use Decision. Buyer must file its notice for trail use within the time period specified under the applicable regulations. In the event the STB does not issue a Trails Use Decision, or the Trails Use Decision applicable to the Property lapses, expires or is invalidated prior to Closing, this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

B. Title Evidence. Buyer may, at its sole cost and expense, obtain evidence of title to the property via a preliminary title report, a letter report, or other evidence of title deemed acceptable by the Buyer at its sole discretion. If title is not acceptable to the Buyer for closing, Buyer shall notify the Seller no less than fifteen (15) days prior to closing of its objections, and provide a copy of the evidence of title. In such event, Seller shall have a reasonable time, but not exceeding ten (10) days from Buyer's delivery of the notice of objection to deliver notice to Buyer whether or not Seller will remove the objections by the time set for closing. In the event that Seller is unable or unwilling to

remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void.

C. Survey. Buyer shall, at its sole cost and expense, obtain a survey of the Property. Buyer shall furnish a copy of such survey of the Property, prepared and certified to both Seller and Buyer by a public surveyor registered in the State of Wisconsin, to Seller within one hundred fifty (150) days after the Execution Date. The survey, as approved by Buyer and Seller, shall be used by Seller as the basis for preparation of the description of the Property.

D. Feasibility Studies. On or before two hundred ten (210) days after the Execution Date ("Feasibility Review Period"), Buyer, and its agents and contractors, are granted the privilege of entering upon the Property for the purpose of performing environmental audits, soil tests, engineering and feasibility studies of the Property as Buyer may deem necessary to determine the suitability of the soil conditions and other physical conditions of the Property. If the results of such audits, tests or studies are unsatisfactory in Buyer's reasonable opinion, Buyer may, at its option, elect to terminate this Agreement by giving Seller written notice of termination before the end of the Feasibility Review Period. If no such written notice of termination is given by Buyer to Seller before the end of the Feasibility Review Period, the Property shall be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and said reports shall become the sole property of Seller without cost or expense of Seller (and the contents thereof shall be kept confidential by Buyer and Buyer's consultants), and this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other. Regardless of whether or not this Agreement is terminated, Buyer shall promptly furnish Seller with a copy of any and all reports on environmental assessments performed for the benefit of Buyer.

In the event Buyer, its agents or contractors, shall enter upon the Property for the purposes set forth in this Section 4.C., such entry shall be subject to the following terms and conditions:

(i) Buyer agrees to indemnify and save harmless Seller and/or Seller's affiliates ("Seller's affiliates" means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents, servants and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with or incident to the occupation or use of the Property by, or the presence thereon of Buyer, Buyer's agents, contractors, servants or licensees prior to Closing;

(ii) Buyer covenants and agrees to pay in full for all materials joined or affixed to the Property and to pay in full all persons who perform labor upon said premises, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished

thereon at the instance or request or on behalf of Buyer; and Buyer agrees to indemnify and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing;

(iii) In the event the sale and purchase of the Property does not close, Buyer shall, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer shall reimburse Seller for the cost and expense thereof within thirty (30) days after rendition of bill therefore by Seller; and

(iv) Notwithstanding any provisions in this Agreement to the contrary, in the event this Agreement is terminated for any reason whatsoever, Buyer nevertheless shall be obligated to comply with the provisions of this Section 4.D.

E. Buyer's Approval. The terms and conditions of this transaction are subject to approval by Buyer's City Council. Notice of approval shall be given by Buyer to Seller on or before the Closing Date (as defined in Section 5), and failure to give such notice shall be deemed notice of disapproval. If the terms of this Agreement are not approved on or before the Closing Date for any reason by Buyer's City Council, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

F. Seller's Management Approval. The terms and conditions of this transaction are subject to approval in accordance with Seller's Management Policy Statement. Notice of approval or disapproval shall be given by Seller to Buyer on or before the Closing Date, and failure to give such notice shall be deemed notice of disapproval. If the terms of this Agreement are not approved on or before the Closing Date for any reason in accordance with Seller's Management Policy Statement, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

G. Joint Notice to Surface Transportation Board. At Closing and in accordance with the requirements of 49 C.F.R. 1152.29(h), Buyer and Seller agree to execute (i) a Joint Notice to the Surface Transportation Board certifying that this Agreement includes a provision requiring Buyer to fulfill the responsibilities described at 49 C.F.R. 1152.29(a)(3) ("Joint Notice"), and (ii) a Statement of Willingness to Assume Financial Responsibility ("Statement of Willingness"), both in the form attached hereto as **Exhibit B** and made a part hereof.

H. Removal of Track. Prior to the Closing Date, Seller, at its sole expense, shall remove or cause others to remove any railroad trackage, ties, signals and appurtenances now located on the Land. Buyer agrees to provide to Seller or other parties owning said railroad trackage, ties, signals and appurtenances necessary access for said removal.

I. Utility Agreement. Certain utility facilities are located on the Property pursuant to (i) Agreement for Assignment of Certain Licenses and Agreements between Seller and Strong Capital I ("Strong") dated May 24, 2001, as amended by Amendment dated June 22, 2001 (collectively, the "Strong Agreement"), and (ii) Agreement between Seller and Buyer dated August 17, 1977 identified in Seller's records as Audit No. 186953, and (iii) Agreement between Seller and Buyer dated August 22, 1977 identified in Seller's records as Audit No. 186930 (the latter two, collectively, the "Strong Licenses"). Upon Closing, Seller will send or cause to be sent to (1) Strong notice of removal of the Strong Licenses from the Strong Agreement, and (2) the Buyer notice of termination of the Strong Licenses. The notice of removal will be given in accordance with the provisions of the Strong Agreement. The notice of termination will be given in accordance with the provisions of the Strong Licenses, and will be effective not less than thirty-five (35) days after the notice of termination is sent to the Buyer. Seller will have no duty to enforce the obligations of Strong or the Buyer with respect to removal of the Strong Licenses from the Strong Agreement or termination of the Strong Licenses, including, without limitation, any obligations of the Buyer to remove the utility facilities. If requested in writing by Buyer, at Closing, Seller will assign to Buyer Seller's rights to enforce any such obligations of Strong and/or the Buyer. The fee of $7,668.00 ("Strong Withdrawal Fee") required under the Strong Agreement to be paid by Seller to Strong for removal of the Strong Licenses from the Strong Agreement will be paid by Buyer to Seller at Closing.

Section 5. Closing.

A. The sale and purchase of the Property shall close ("Close" or "Closing") on or before thirty (30) days after the end of the Feasibility Review Period, or such earlier date to which Seller and Buyer may mutually agree ("Closing Date"). Possession of the Property shall pass to Buyer on Closing. Buyer shall have no right to possession or occupancy of or entry upon any portion of the Property, except as set forth in Section 4.C., and title thereto shall be and remain vested in Seller until Closing.

B. At the Closing, Buyer shall deliver to Seller the Purchase Price and the following documents as duly executed by Buyer:

(i) The Deed referred to in Section 6;

(ii) Quitclaim Bill of Sale (as defined in Section 6);

(iii) Assignment and Assumption Agreement (as defined in Section 7); and

(iv) The Joint Notice and Statement of Willingness referred to in Section 4.G.

C. Seller shall deliver to Buyer the following documents as duly executed by Seller:

(i) The Deed referred to in Section 6;

(ii) Quitclaim Bill of Sale referred to in Section 6;

(iii) Assignment and Assumption Agreement referred to in Section 7; and

(iv) The Joint Notice and Statement of Willingness referred to in Section 4.G.

D. At Closing, Seller shall pay Seller's pro rata share of real estate taxes (whether general or special) assessed against the Property and due and payable for the year of Closing.

E. At Closing, Buyer shall pay the following costs:

(i) Buyer's pro rata share of real estate taxes (whether general or special) assessed against the Property and due and payable for the year of Closing;

(ii) The cost of recording the Deed;

(iii) The Wisconsin State real estate excise tax, if any; and

(iv) The cost of the required state revenue stamps, if any.

Section 6. Form of Deed and Quitclaim Bill of Sale.

A. Upon Closing as set forth in Section 5, Seller's right, title and interest in and to the Land shall be transferred by Seller to Buyer by a duly executed Quitclaim Deed (the "Deed") in the form attached hereto as **Exhibit C** and made a part hereof. Seller's right, title and interest in and to the Personal Property shall be transferred by Seller to Buyer by a duly executed Quitclaim Bill of Sale ("Quitclaim Bill of Sale") in the form attached hereto as **Exhibit D** and made a part hereof.

B. Post-Sale Covenant. The Property will be quitclaimed by Seller subject to the following covenant, condition and restriction which Buyer, by the acceptance of the Deed, shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

> Restriction on Use. Buyer, its successors and assigns, may use the Property for hike and bike trail purposes (including, but not limited to, structures constructed on paved ground that support the trail use, such as water fountains, restrooms and benches). Without limitation of the foregoing, the Property must not be used for any of the following purposes: (i) residential; (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers); or (iii) cultural, educational, or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks). Notwithstanding any other provision herein, the terms "picnic grounds" and "parks" expressly do not prohibit structures constructed on paved ground that support the hike and bike trail use as described herein.

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Section 7. Assignment of Licenses.

A. Upon Closing, Seller shall assign to Buyer, and Buyer shall assume, all of Seller's right, title and interest in and to the license agreements listed as an exhibit to the form of Assignment and Assumption Agreement ("Assignment and Assumption"), attached hereto as **Exhibit E** and made a part hereof. There are no rentals or other payments under the Licenses to prorate between Seller and Buyer as of the Closing Date.

B. Buyer acknowledges that the Property may be subject to other licenses and other third party rights that have not been identified by Seller to Buyer from Seller's review of its records. It is the responsibility of Buyer to determine if any of these unidentified rights exist. If any license that affects the Property is identified after the Closing Date, Seller's rights (including, without limitation, any income) and obligations under such license to the extent such license affects the Property will be assigned to and assumed by Buyer after Closing by Assignment and Assumption Agreement.

Section 8. As Is; Release and Indemnity.

A. As Is. Buyer and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire. Buyer, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property is to be sold and quitclaimed to and accepted by Buyer in an "as is" condition with all faults. Buyer further acknowledges that the Property was used for railroad right-of-way purposes. Seller makes no representation or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

B. Release. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM

ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

C. Indemnity. FROM AND AFTER CLOSING, BUYER SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

D. General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after Closing, Buyer, for itself, its successors and assigns, including any successor owner of any interest in the Property, at no cost to Seller, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Buyer's use of the Property.

E. Additional and Independent Consideration. The release, indemnity and general allocation of environmental responsibility by Buyer are additional and independent consideration to Seller for the sale and purchase of the Property, without which Seller would not sell the Property for the Purchase Price.

Section 9. Notices.

A. Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by overnight express delivery, or given by mail. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

Seller: UNION PACIFIC RAILROAD COMPANY
Attn: Rick L. Harris, Manager – Real Estate (2805-15)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179
Telephone: (402) 544-8588
Email: rharris@up.com

with copy to: UNION PACIFIC RAILROAD COMPANY
Attn: Madeline E. Roebke, Senior General Attorney
1400 Douglas Street, Mail Stop 1580
Omaha, Nebraska 68179
Telephone: (402) 544-1121
Email: meroebke@up.com

Buyer: CITY OF SHEBOYGAN
Attn: Mayor Michael Vandersteen
828 Center Avenue, Suite 301
Sheboygan, Wisconsin 53081
Telephone: (920) 459-3317
Email: mayor.vandersteen@sheboyganwi.gov

with copy to: CITY OF SHEBOYGAN
Attn: Charles C. Adams, City Attorney
828 Center Avenue, Suite 301
Sheboygan, Wisconsin 53081
Telephone: (920) 459-3917
Email: charles.adams@sheboyganwi.gov

B. Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service.

Section 10. Assignment.

Buyer shall not transfer or assign this Agreement or any interest therein, without the consent in writing of Seller, and it is agreed that any such transfer or assignment, whether voluntary,

by operation of law or otherwise, without such consent in writing, shall be absolutely void and shall, at the option of Seller, terminate this Agreement.

Section 11. Waiver of Breach.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

Section 12. Time of the Essence.

Time is of the essence of this Agreement.

Section 13. Law Governing.

This Agreement shall be governed in all respects by the laws of the State of Wisconsin.

Section 14. Merger.

The terms, provisions, covenants and conditions herein contained shall merge into the deed to be delivered by Seller to Buyer at closing and shall not survive the closing of escrow, except for the provisions of Sections 3, 4.A, 4.B, 6.B, 7.B, 8, 15, and 17.

Section 15. No Brokers.

The negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties without the intervention of any person which would give rise to any valid claim against either of the parties hereto for brokerage commissions or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transaction contemplated by this Agreement and occasioned by the actions of such indemnifying party.

Section 16. Successors and Assigns.

Subject to the provisions of Section 10, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Section 17. Certification of Non-Foreign Status.

Seller, Federal ID No. 94-6001323, is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Buyer. A Certification prepared

in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached hereto as **Exhibit F** and made a part hereof.

Section 18. No Tax Advice.

Seller and Buyer acknowledge and agree that they have not received and are not relying upon tax or other advice from the other party to this Agreement, and that they have and will continue to consult their own advisors.

Section 19. Not An Offer.

The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

Section 20. Severability.

In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction under applicable law, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

Section 21. Entire Agreement.

It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

CITY OF SHEBOYGAN,
a Municipal corporation of the State of Wisconsin

By: _____
Printed Name: Michael J. Vandersteen
Title: Mayor

Attest: _____
Printed Name: Meredith DeBruin
Title: City Clerk

EXHIBIT A

PRINT OF THE LAND
(TO BE ATTACHED)

EXHIBIT B

FORM OF JOINT NOTICE AND STATEMENT OF WILLINGNESS

_____, 201_

VIA E-FILE
The Honorable Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
395 "E" Street, S.W., Room #100
Washington, DC 20423-0001

JOINT NOTICE OF INTERIM TRAIL USE / RAIL BANKING AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY AND CITY OF SHEBOYGAN IN ACCORDANCE WITH 49 C.F.R. 1152.29(h)

Re: Abandonment of and Discontinuance of Service on the Sheboygan Passenger Line from M.P. 148.2 to M.P. 149.5 near Sheboygan, Sheboygan County, Wisconsin; STB Docket No. _____ (Sub-No. _____)

Dear Ms. Brown:

Union Pacific Railroad Company ("Union Pacific") and the City of Sheboygan (the "City") have entered into a trail use/rail banking agreement (the "Trail Use Agreement") covering the rail line from Milepost 148.2 to Milepost 149.5 near Sheboygan, Sheboygan County, Wisconsin on Union Pacific's former _____ Subdivision (the "Line"). Attached to this Joint Notice as **Exhibit A** is a map depicting an accurate description of the Line, including mileposts, that is the subject of said Trail Use Agreement. In accordance with the requirements of 49 C.F.R. 1152.29(h), Union Pacific and the City hereby certify that the Trail Use Agreement includes provisions requiring the trail sponsor, the City, to fulfill the responsibilities described at 49 C.F.R. 1152.29(a)(3). A copy of the City's Statement of Willingness to Assume Financial Responsibility under the Trail Use Agreement is attached hereto as **Exhibit B** and is hereby made a part hereof.

Sincerely,

UNION PACIFIC RAILROAD COMPANY

By: _____
Printed Name: _____
Title: _____

Sincerely,

CITY OF SHEBOYGAN

By: _____
Printed Name: _____
Title: _____

Enclosures

cc: _____
_____

EXHIBIT A
TO FORM OF JOINT NOTICE AND STATEMENT OF WILLINGNESS

PRINT/DEPICTION OF THE LINE
(TO BE ATTACHED)

EXHIBIT B
TO FORM OF JOINT NOTICE AND STATEMENT OF WILLINGNESS

CITY OF SHEBOYGAN
STATEMENT OF WILLINGNESS TO ASSUME FINANCIAL RESPONSIBILITY UNDER THE TRAIL USE AGREEMENT

City of Sheboygan (the "City") acquired the Line as defined below on _____, 201_ under a Purchase and Sale Agreement between Union Pacific Railroad Company and the City dated _____, 201_.

In order to establish interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29 with respect to the right-of-way owned by Union Pacific Railroad Company [see Discontinuance of Service _____ (Sub-No. _____)], the City hereby represents to the Surface Transportation Board and Union Pacific Railroad Company that the City assumes responsibility for (1) managing the right-of-way, (2) any legal liability arising out of the transfer or use of the right-of-way (unless the sponsor is immune from liability, in which case it need only indemnify Union Pacific Railroad Company against any potential liability), and (3) the payment of any and all taxes that may be levied or assessed against the right of way. The right of way is known as the Sheboygan Passenger Line from Milepost 148.2 to Milepost 149.5 near Sheboygan, Sheboygan County, Wisconsin (the "Line"). The right-of-way is part of a line of railroad proposed for abandonment by Union Pacific Railroad Company in Docket No. _____ (Sub No. _____). A map of the property depicting the right-of-way is attached hereto as **Exhibit A** and is hereby made a part hereof.

The City acknowledges that use of the right-of-way is subject to the City's continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service. A copy of this statement is being served on the railroad on the same date it is being served on the Surface Transportation Board.

CITY OF SHEBOYGAN

By: _____
Title: _____

Agreed to and acknowledged by Union Pacific Railroad Company this _____ day of _____, 201_.

By: _____
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

EXHIBIT C

FORM OF QUITCLAIM DEED

Document Number	QUITCLAIM DEED

COVER SHEET
FOR
RECORDATION
OF
QUITCLAIM DEED
FROM
UNION PACIFIC RAILROAD COMPANY
TO
CITY OF SHEBOYGAN

Recording Area

Name and Return Address

Parcel Identification Number (PIN)
(When applicable)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation) ("Grantor"), in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto **CITY OF SHEBOYGAN**, a Municipal corporation of the State of Wisconsin, whose address is 828 Center Avenue, Suite 301, Sheboygan, Wisconsin 53081 ("Grantee"), its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate situate in Sheboygan County, State of Wisconsin, more particularly described in **Exhibit A**, attached hereto and made a part hereof ("Property").

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee, by the acceptance of this Quitclaim Deed, shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Restriction on Use. Grantee, its successors and assigns, may use the Property for hike and bike trail purposes (including, but not limited to, structures constructed on paved ground that support the trail use, such as water fountains, restrooms and benches). Without limitation of the foregoing, the Property must not be used for any of the following purposes: (i) residential; (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers); or (iii) cultural, educational, or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks). Notwithstanding any other provision herein, the terms "picnic grounds" and "parks" expressly do not prohibit structures constructed on paved ground that support the hike and bike trail use as described herein.

(b) If rail service on the Property is reactivated pursuant to the National Trails System Act, then Grantor shall have the right of first refusal to repurchase the Property for the then-current fair market value of the Property (including all improvements thereon) as determined by appraisal.

The foregoing and following covenants, conditions, restrictions and obligations shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing and following covenants, conditions, restrictions and obligations, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Environmental Covenants:

(a) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad right-of-way and other commercial or industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(b) Release. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS'

FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(c) Indemnity. GRANTEE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(d) General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from the date of this Deed Without Warranty, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Grantee's use of the Property.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the _____ day of _____, 2019.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

_____
Assistant Secretary

By: _____
Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Chris D. Goble and _____, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
Notary Public

(Seal)

Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this _____ day of _____, 2019.

CITY OF SHEBOYGAN,
a Municipal corporation of the State of Wisconsin

By: _____
Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On _____, 2018, before me, _____, Notary Public in and for said County and State, personally appeared _____, _____ of the CITY OF SHEBOYGAN, a Municipal corporation of the State of Wisconsin, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(Seal)

EXHIBIT A
TO FORM OF QUITCLAIM DEED

EXHIBIT D

FORM OF QUITCLAIM BILL OF SALE

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller"), for and in consideration of One Dollar ($1.00) and other valuable consideration does hereby REMISE, RELEASE, and forever QUITCLAIM to **CITY OF SHEBOYGAN**, a Municipal corporation of the State of Wisconsin ("Buyer"), all of Seller's right, title and interest in and to the following described personal property, to wit:

> Any ballast and any materials related thereto located upon certain real property located in Sheboygan County, State of Wisconsin, described in **Exhibit A**, attached hereto and made a part hereof, (collectively, the "Personal Property").

SELLER, BY THIS INSTRUMENT, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT THE PERSONAL PROPERTY IS BEING QUITCLAIMED TO BUYER IN AN "AS IS" AND "WHERE IS" CONDITION WITH ALL FAULTS, AND ASSUMES ALL RISKS IN CONNECTION THEREWITH, ACKNOWLEDGING THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY AND KNOWS ITS CONDITION.

Seller does not convey or intend to convey by this Quitclaim Bill of Sale any right, title, estate or interest whatsoever in or to the real property on which the Personal Property is situated.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, Seller and Buyer have each duly executed this instrument as of the _____ day of _____, 201_.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

CITY OF SHEBOYGAN,
a Municipal corporation of the State of Wisconsin

By: _____
Printed Name:
Title:

EXHIBIT A
TO FORM OF QUITCLAIM BILL OF SALE

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Assignor"), ASSIGNS AND TRANSFERS to **CITY OF SHEBOYGAN**, a Municipal corporation of the State of Wisconsin ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the license agreements listed on **Exhibit A,** attached hereto and made a part hereof (the "Licenses"), to the extent the Licenses affect the real property legally described in **Exhibit B,** attached hereto and made a part hereof (the "Property").

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to Property accruing on and after the date of this Assignment and Assumption, and (b) indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of Assignee's failure to comply with terms of the Licenses as they relate to the Property by the licensees or lessees named in the Licenses accruing on or after the date of this Assignment and Assumption.

This Assignment and Assumption is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

Dated the _____ day of _____, 201_.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

CITY OF SHEBOYGAN,
a Municipal corporation of the State of Wisconsin

By: _____
Printed Name:
Title:

EXHIBIT A
TO FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

AUDIT	FOLDER	PARTY NAME	PURPOSE	COUNTY	CITY	ST	ANNUAL AMT	DISPOSITION	CONTAINED
186513	0544-81	CHARTER COMMUNICATIONS	Encroachment - Wireline	SHEBOYGAN	SHEBOYGAN	WI	$0.00	Assigned	Totally
181857	0205-90	MEINOLF,KENNETH	Lease: Beautification/Parks	SHEBOYGAN	SHEBOYGAN	WI	$25.00	Assigned	Totally
244407	2096-77	PRIGGE'S CHARTERED BUSES, INC	Lease: Encroachment - Part of Building	SHEBOYGAN	SHEBOYGAN	WI	$4,243.00	Assigned	Totally
NWF6759		CHARTER COMMUNICATIONS	Crossing - Wireline	SHEBOYGAN	SHEBOYGAN	WI	$0.00	Assigned	Totally
272701	2854-90	CHARTER COMMUNICATIONS	Crossing - Wireline	SHEBOYGAN	SHEBOYGAN	WI	$0.00	Assigned	Totally
191828	0693-82	CITY OF SHEBOYGAN / WI. D.O.T.	Crossing - Pipeline	SHEBOYGAN	SHEBOYGAN	WI	$0.00	Assigned	Partially
NW13074		STATE OF WISCONSIN	Crossing Public Roadway Grade Separation	SHEBOYGAN	SHEBOYGAN	WI	$0.00	Assigned	Totally
NWX4427	2623-27	WISCONSIN HWY. COMMISSION	Crossing Public Roadway Grade Separation	SHEBOYGAN	SHEBOYGAN	WI	$0.00	Assigned	Totally
NW12035	2623-32	STATE OF WISCONSIN	Crossing Public Roadway Grade Separation	SHEBOYGAN	SHEBOYGAN	WI	$0.00	Assigned	Totally
182085	0091-86	WISCONSIN POWER & LIGHT COMPANY	Crossing - Wire Line Master	SYSTEM	SYSTEM	WI	$0.00	Assigned	Partially
NWX5906		WISCONSIN POWER & LIGHT CO.	Crossing - Wireline	SHEBOYGAN	SHEBOYGAN	WI	$0.00	Assigned	Partially
208081	0450-54	WISCONSIN POWER & LIGHT CO	Crossing - Wireline	SHEBOYGAN	SHEBOYGAN	WI	$0.00	Assigned	Partially
NWE3452		VAN DER VAART BRICK & BLDG	Crossing - Pipeline	SHEBOYGAN	SHEBOYGAN	WI	$0.00	Assigned	Totally

EXHIBIT B
TO FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT F

FORM OF CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, CITY OF SHEBOYGAN, a Municipal corporation of the State of Wisconsin, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;

3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and

4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate
Date: _____

VIII

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

Your Committee to whom was referred Res. No. 13-19-20 by Alderpersons Donohue and Bohren approving the FY 2019 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission; recommends approving the Resolution with amended disbursements.

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

Subs. of Res. No. 13 - 19 - 20. By Alderpersons Donohue and Bohren.
May 20, 2019.

A RESOLUTION approving the FY 2019 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, $892,414 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2018 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2019 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Partners for Community Development	$25,000 (Housing)
Salvation Army	$50,000 (Public Service)
Safe Harbor	$10,000 (Public Service)
Lakeshore Community Health Center	$ 3,000 (Public Service)
SCIO	$10,000 (Public Service)
Shoreline Metro	$42,493 (Public Service)
Family Service Association	$20,000 (Public Service)
Family Connections	$ 5,000 (Public Service)
Lakeshore CAP	$19,250 (Public Service)

and

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or $133,000, excluding housing activities. The above public service requests total $159,743. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total $133,000. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Library Plaza Updates	$247,311
Downtown Playground	$ 30,000
Painting of Railings	$129,000
Historic Preservation	$100,000
Streetscaping	$ 49,621
Program Administration	$178,482

and

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission; and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2019 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds listed below as recommended by the Finance and Personnel Committee along with the assurances contained therein, and to provide any other information requested by HUD:

FINANCE & PERSONNEL RECOMMENDATIONS

Partners for Community Development	$	25,000.00
Salvation Army	$	38,595.74
Safe Harbor	$	7,719.15
Lakeshore Community Health Center	$	2,315.74
SCIO	$	7,719.15
Shoreline Metro	$	42,493.00
Family Service Association	$	15,438.29
Family Connections	$	3,859.57
Lakeshore CAP	$	14,859.36

_____

_____

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

47

Res. No. 13 - 19 - 20. By Alderpersons Donohue and Bohren. May 6, 2019.

A RESOLUTION approving the FY 2019 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, $892,414 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2018 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2019 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Partners for Community Development	$25,000 (Housing)
Salvation Army	$50,000 (Public Service)
Safe Harbor	$10,000 (Public Service)
Lakeshore Community Health Center	$ 3,000 (Public Service)
SCIO	$10,000 (Public Service)
Shoreline Metro	$42,493 (Public Service)
Family Service Association	$20,000 (Public Service)
Family Connections	$ 5,000 (Public Service)
Lakeshore CAP	$19,250 (Public Service)

and

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or $133,000, excluding housing activities. The above public service requests total $159,743. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total $133,000. Housing activities are exempt from the 15 percent cap; and

Finance/Personnel approve as amended

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Library Plaza Updates	$247,311
Downtown Playground	$ 30,000
Painting of Railings	$131,300
Historic Preservation	$100,000
Streetscaping	$ 72,320
Program Administration	$178,483

and

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission; and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2019 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds listed below as recommended by the Finance and Personnel Committee along with the assurances contained therein, and to provide any other information requested by HUD:

FINANCE & PERSONNEL RECOMMENDATIONS

Partners for Community Development	$	(Housing)
Salvation Army	$	(Public Service)
Safe Harbor	$	(Public Service)
Lakeshore Community Health Center	$	(Public Service)
SCIO	$	(Public Service)
Shoreline Metro	$	(Public Service)
Family Service Association	$	(Public Service)
Family Connections	$	(Public Service)
Lakeshore CAP	$	(Public Service)

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

	HOUSING	PUBLIC SERVICE							
SCORING CRITERIA	Partners for Community Dev.*	Family Connection	Salvation Army	Safe Harbor	SCIO	Shoreline Metro	Lakeshore Community Health Clinic	Family Service Assoc	Lakeshore CAP
Is the Application Complete?	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
2019 Funding Request	**$25,000**	**$5,000**	**$50,000**	**$10,000**	**$10,000**	**$42,493**	**$3,000**	**$20,000**	**$19,250**
2018 Funding Awarded	$25,000	$5,000	$49,706	$10,000	$5,000	$42,493	$3,000	$15,000	NA
2018 PROPOSED	$25,000	$5,000	$50,000	$10,000	$5,000	$42,493	$3,000	$15,000	NA
What is the proposed activity?	Housing down payment & weatherization	Child Care Paymets & Fee	Emergency Shelter	Emergency Shelter	Bridgeway & Beyond	Saturday and Evenings	Health Serv. & transportation	Rent Smart & Home Buyer	Supportive Housing Programs
Does the activity meet a national objective?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Does the applicant provide written doc. re:income verification with sample data?	Yes	Yes	yes	yes	Yes	Yes	Yes	yes	Yes
Does the applicant have a plan for sustainability?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Is the proposed activity a new service or existing service or an increase in the level of services	Existing Service	Existing Service	Existing Service	Existing Service	Existing Service	Existing Service	Existing Service	New	New
Is the activity addressing a need in the community?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
What is the number of persons that will benefit from the proposed activity?	250	60	400	100	10 households	1050	1000	320	360
Quarterly Reports completed and submitted?	YES	YES	YES	1st -3rd	1st -3rd	1st -3rd	YES	1st -3rd	NA

	2019 Requests
Totals for Public Service	$159,743
Totals for Housing	$25,000
Totals for Public Facilities	$0

FUNDING AVAILABILITY	
2011 15% Cap	$147,500
2012 15% Cap	$119,368
2013 15% Cap	$118,000
2014 15% Cap	$115,992
2015 15% Cap	$122,009
2016 15% Cap	$119,461
2017 15% Cap	$118,804
2018 15% Cap	$130,000
2019 15% Cap	$133,000

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

LAKESHORE COMMUNITY HEALTH CENTER

FOR CDBG FUNDS FOR 2019 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the **"CITY,"** and Sheboygan Area Community Clinics INC dba Lakeshore Community Health Center, a nonprofit, incorporated organization, hereinafter called the **"LCHC".**

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2019 program year, hereinafter called **"CDBG FUNDS";** and

WHEREAS, the **CITY** is committed to promoting the public health, safety and welfare of the Sheboygan community; and

WHEREAS, LCHC submitted a proposal for **CDBG FUNDS** to be utilized to enable the **LCHC** to partially fund its medicine project and purchase of bus tokens; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Two Thousand Three Hundred Fifteen and 74/100 ($2,315.74) Dollars of the 2019 **CDBG FUNDS** for **LCHC** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by LCHC for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **LCHC** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY LCHC

1. **LCHC** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **LCHC** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **LCHC** shall be responsible for the hiring and firing of

its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **LCHC'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2019 and ending March 31, 2020.

ARTICLE V - COMPENSATION

The **CITY** agrees to provide the **LCHC** up to, but not exceeding, the total amount of Two Thousand Three Hundred Fifteen and 74/100 ($2,315.74) Dollars of the 2019 **CDBG FUNDS** for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

LCHC shall submit a written request for payment to the Department of City Development. The request for payment shall clearly indicate the purpose for which the funds are to be used.

ARTICLE VII - QUARTERLY REPORT BY LCHC

Any and all expenditures of monies received by **LCHC** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **LCHC** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **LCHC** pertaining to expenditures of monies for the purpose of verifying that such expenditures

were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **LCHC** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY LCHC

LCHC shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY,** in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **LCHC** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **LCHC** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

LCHC shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY.** Furthermore, **LCHC** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **LCHC'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

LCHC agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **LCHC** further agrees to hold harmless the **CITY,** its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **LCHC.**

LCHC shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY.** Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

LCHC covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any

interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 24th day of October, 2019.

CITY OF SHEBOYGAN

BY: Michael Vandersteen
Michael Vandersteen, Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, the Lakeshore Community Health Clinic has caused this Agreement to be signed this 24th day of Oct, 2019.

Lakeshore Community Health Clinic

BY: Kristin Stearns

ATTEST: Angelica Schmitt

Examined and Approved as to Form and Execution this 30 day of October, 2019.

Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Subs. of Res. No. 13-19-20

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

THE SALVATION ARMY

FOR CDBG FUNDS FOR 2019 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the **"CITY,"** and The Salvation Army of Sheboygan, an Illinois Corporation located at 710 Pennsylvania Avenue, Sheboygan, Wisconsin, a not for profit corporation, hereinafter called **"SALVATION ARMY."**

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2019 program year, hereinafter called **"CDBG FUNDS";** and

WHEREAS, the **CITY** is committed to services for minorities, fair housing and economic development/ the development and upgrade of housing and economic development in low and moderate income areas of the CITY; and

WHEREAS, SALVATION ARMY has submitted a proposal for funding and support of a 45 bed shelter. The services provided to the residents include transportation assistance, daycare assistance, meals, personal care/hygiene products, referrals to addition community resources, and educational opportunities regarding job readiness, budget counseling, and fair housing. In addition to these services, individualized case management also addresses a variety of needs related to Social Security Income, completion of high school diplomas or equivalent, assistance finding mental health/ AODA treatment, and daily living social skills; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Thirty-Eight Thousand Five Hundred Ninety-Five and 74/100 ($38,595.74) Dollars of the 2019 **CDBG FUNDS** for **SALVATION ARMY** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by SALVATION ARMY for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **SALVATION ARMY** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through the provision of housing counseling services in the City of Sheboygan. **SALVATION ARMY** shall continue to provide supportive services for minority low and moderate-income persons and

economic development in targeted areas of the **CITY. SALVATION ARMY** shall utilize these CDBG funds to support the 45 bed shelter. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income. Documentation shall be in a form signed by each individual or family counseled or assisted.

ARTICLE II - SERVICES PROVIDED BY SALVATION ARMY

1. **SALVATION ARMY** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **SALVATION ARMY** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **SALVATION ARMY** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **SALVATION ARMY'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to illegally discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2019 and ending March 31, 2020.

ARTICLE V - COMPENSATION

SALVATION ARMY shall be compensated for actual service costs incurred on a lump sum basis with proper documentation provided. The Department of City Development may authorize, in writing, upon written request by **SALVATION ARMY,** the use of HUD monies for other expenditures. The **CITY** agrees to compensate up to, but not exceeding, the total amount of Thirty-Eight Thousand Five Hundred Ninety-Five and 74/100 ($38,595.74) for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

SALVATION ARMY shall submit a written request for payment to the Department of City Development. The request for payment shall clearly indicate the purpose for which the funds are to be used. The **CITY** may disburse payment in one lump sum payment.

ARTICLE VII - QUARTERLY REPORT BY SALVATION ARMY

Any and all expenditures of monies received by **SALVATION ARMY** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **SALVATION ARMY** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **SALVATION ARMY** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **SALVATION ARMY** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY SALVATION ARMY

SALVATION ARMY shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY,** in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **SALVATION ARMY** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **SALVATION ARMY** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

SALVATION ARMY shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY.** Furthermore, **SALVATION ARMY** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **SALVATION ARMY'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

SALVATION ARMY agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **SALVATION ARMY** further agrees to hold harmless the **CITY,** its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **SALVATION ARMY.**

SALVATION ARMY shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

SALVATION ARMY covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 8th day of October, 2019.

CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Salvation Army of Sheboygan has caused this Agreement to be signed this 20th day of September 2019.

SALVATION ARMY OF SHEBOYGAN

BY: _____ Shelagh M. Stuart-Andrews
Asst. Treasurer

ATTEST: _____
Renea Smith
Assistant Secretary

Examined and Approved as to Form and Execution this 9 day of October, 2019.

_____
Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Subs. of Res. No. 13-19-20.

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

FAMILY CONNECTIONS, INC.

FOR CDBG FUNDS FOR 2019 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the **"CITY,"** and Family Connections, a Wisconsin not for profit corporation with an office at 2508 South 8th Street, Sheboygan, Wisconsin, hereinafter called **"FAMILY CONNECTIONS".**

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2019 program year, hereinafter called **"CDBG FUNDS";** and

WHEREAS, the **CITY** is committed to promoting the public health, safety and welfare of the Sheboygan community and the improvement of the lives of community youth and their families; and

WHEREAS, FAMILY CONNECTIONS is a child care resource and referral agency and operates a program called "Connections" which offers assistance on behalf of specific families to regulated child care providers; and

WHEREAS, FAMILY CONNECTIONS submitted a proposal for **CDBG FUNDS** to be utilized to provide these services to low and moderate income participants; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Three Thousand Eight Hundred Fifty-nine and 57/100 ($3,859.57) Dollars of the 2019 **CDBG FUNDS** for **FAMILY CONNECTIONS** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by FAMILY CONNECTIONS for this program year shall be the basis for the requirements that need to be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **FAMILY CONNECTIONS** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves assisting Sheboygan families under **FAMILY CONNECTIONS'** "Connections" program which assists the parent in paying for child care, provides the family with case management services as needed, and requires attendance at monthly meetings and attendance at a budget counseling session with Family Services. Fifty-one percent of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY FAMILY CONNECTIONS

1. **FAMILY CONNECTIONS** shall provide the necessary personnel to carry out the terms of this Agreement to assist up to three new households and seven children from the City of Sheboygan under **FAMILY CONNECTIONS'** "Connections" program at an estimated cost of nearly $1500 for each family. The families assisted shall be under 250% of the federal poverty level.

2. The services of **FAMILY CONNECTIONS** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **FAMILY CONNECTIONS** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **FAMILY CONNECTIONS** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2019 and ending March 31, 2020.

ARTICLE V - COMPENSATION

FAMILY CONNECTIONS shall be compensated for actual costs incurred on a lump sum basis. The Department of City Development may authorize, in writing, upon written request by **FAMILY CONNECTIONS,** the use of HUD monies for other expenditures. The **CITY** agrees to compensate **FAMILY CONNECTIONS** up to, but not exceeding, the total amount of Three Thousand Eight Hundred Fifty-nine and 57/100 ($3,859.57) dollars for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

FAMILY CONNECTIONS shall submit a written request for payment to the Department of City Development. The request for reimbursement shall itemize the actual costs incurred. The **CITY** agrees to make payment within fifteen (15) days of receipt of such request.

ARTICLE VII - QUARTERLY REPORT BY FAMILY CONNECTIONS

Any and all expenditures of monies received by **FAMILY CONNECTIONS** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **FAMILY CONNECTIONS** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **FAMILY CONNECTIONS** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **FAMILY CONNECTIONS** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY FAMILY CONNECTIONS

FAMILY CONNECTIONS shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY,** in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **FAMILY CONNECTIONS** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **FAMILY CONNECTIONS** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

FAMILY CONNECTIONS shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY.** Furthermore, **FAMILY CONNECTIONS** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **FAMILY CONNECTIONS'** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

FAMILY CONNECTIONS agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **FAMILY CONNECTIONS** further agrees to hold harmless the **CITY,** its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **FAMILY CONNECTIONS.**

FAMILY CONNECTIONS shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY.** Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

FAMILY CONNECTIONS covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 9th day of October, 2019.

CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Family Connections, Inc. has caused this Agreement to be signed this 20th day of September, 2019.

FAMILY CONNECTIONS, INC.

BY: _____

ATTEST: _____

Examined and Approved as to Form and Execution this 9 day of October, 2019.

_____
Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Subs. of Res. No. 13-19-20.

Clerk

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

SAFE HARBOR OF SHEBOYGAN COUNTY, INC.

FOR CDBG FUNDS FOR 2019 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the **"CITY,"** and Safe Harbor of Sheboygan County, Inc., a Wisconsin not for profit corporation, hereinafter called **"SAFE HARBOR".**

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2019 program year, hereinafter called **"CDBG FUNDS";** and

WHEREAS, the **CITY** is committed to promoting economic development, assisting low/moderate income people and promoting the public health, welfare and safety; and

WHEREAS, SAFE HARBOR provides transitional living services to the victims of domestic violence which it serves at its domestic abuse shelter; and

WHEREAS, SAFE HARBOR submitted a proposal for **CDBG FUNDS** to be utilized to support overall operating expense for the domestic abuse shelter provided by **SAFE HARBOR**; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Seven Thousand Seven Hundred Nineteen and 15/100 ($7,719.15) Dollars of the 2019 **CDBG FUNDS** for **SAFE HARBOR** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by Safe Harbor for this program year shall be the basis for the requirements that need to be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **SAFE HARBOR** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves providing transitional services to meet the needs of individuals and families who intend to establish a living situation independent of an abusive partner.

ARTICLE II - SERVICES PROVIDED BY SAFE HARBOR

1. **SAFE HARBOR** will utilize these grant funds to support overall operating expense for the domestic abuse shelter.

2. **SAFE HARBOR** shall provide the necessary personnel to carry out the terms of this Agreement.

3. The services of **SAFE HARBOR** or its employee(s) shall be performed in accordance with the United States Department of

Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

4. **SAFE HARBOR** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **SAFE HARBOR'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s). At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2019 and ending March 31, 2020.

ARTICLE V - COMPENSATION

SAFE HARBOR shall be compensated for actual costs incurred. The Department of City Development may authorize, in writing, upon written request by **SAFE HARBOR,** the use of HUD monies for other expenditures. The **CITY** agrees to compensate **SAFE HARBOR** up to, but not exceeding, the total amount of Seven Thousand Seven Hundred Nineteen and 15/100 ($7,719.15) Dollars for the entire contract period and on a lump sum basis.

ARTICLE VI - REQUEST FOR PAYMENT

SAFE HARBOR shall submit a written request for payment to the Department of City Development. The request for reimbursement shall itemize the actual costs incurred. The **CITY** agrees to make payment each month within fifteen (15) days of receipt of such request.

ARTICLE VII - QUARTERLY REPORT BY SAFE HARBOR

Any and all expenditures of monies received by **SAFE HARBOR** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **SAFE**

HARBOR shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **SAFE HARBOR** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **SAFE HARBOR** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY SAFE HARBOR

SAFE HARBOR shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY,** in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **SAFE HARBOR** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **SAFE HARBOR** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

SAFE HARBOR shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY.** Furthermore, **SAFE HARBOR** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **SAFE HARBOR'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

SAFE HARBOR agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **SAFE HARBOR** further agrees to hold harmless the **CITY,** its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **SAFE HARBOR.**

SAFE HARBOR shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY.** Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

SAFE HARBOR covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 8th day of October, 2019.

CITY OF SHEBOYGAN

BY: Michael D. Vandersteen
Michael Vandersteen, Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Safe Harbor of Sheboygan County, Inc. has caused this Agreement to be signed this 29th day of August, 2019.

Safe Harbor of Sheboygan County, Inc.

BY: Courtney Olson

ATTEST: Courtney Olson
Executive Director

Examined and Approved as to Form and Execution this 29 day of October, 2019.

Attest: Laura Barker

Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Subs. of Res. No. 13-19-20.

Clerk

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

SHEBOYGAN COUNTY INTERFAITH ORGANIZATION

FOR CDBG FUNDS FOR 2019 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the **"CITY,"** and the Sheboygan County Interfaith Organization, Inc., Sheboygan, Wisconsin, a not for profit corporation, hereinafter called **"SCIO".**

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2019 program year, hereinafter called **"CDBG FUNDS";** and

WHEREAS, the **CITY** is committed to job training, supporting services for minorities and economic development; and

WHEREAS, SCIO provides assistances to mothers by providing a safe place to live along with counseling on finances, parenting, communication, meal planning, and wellness; and

WHEREAS, SCIO submitted a proposal for **CDBG FUNDS** to be utilized to enable **SCIO** to continue support Bridgeway and Beyond Transitional Living program; to serve the city's homeless women and children; and

WHEREAS, SCIO has also submitted a proposal to provide in-house social work case management and childcare for high-risk low-income women with children; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Seven Thousand Seven Hundred Nineteen and 15/100 ($7,719.15) Dollars of the 2019 **CDBG FUNDS** for **SCIO** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by SCIO for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **SCIO** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through financial and housing counseling and educational programs to encourage individuals to become self-sufficient. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY SCIO

1. **SCIO** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **SCIO** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **SCIO** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **SCIO's** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

4. **SCIO** shall provide services to include, but are not limited to, the following:

Bridgeway and Beyond Transitional Living Program

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2019 and ending March 31, 2020.

ARTICLE V - COMPENSATION

SCIO shall be compensated for actual service costs incurred. The Department of City Development may authorize, in writing, upon written request by **SCIO,** the use of HUD monies for other expenditures. The **CITY** agrees to compensate **SCIO** up to, but not exceeding, the total amount of Seven Thousand Seven Hundred Nineteen and 15/100 ($7,719.15) Dollars for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

SCIO shall submit a written request for payment to the Department of City Development. The request for payment shall clearly indicate the purpose for which the funds are to be used.

ARTICLE VII - QUARTERLY REPORT BY SCIO

Any and all expenditures of monies received by **SCIO** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **SCIO** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **SCIO** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **SCIO** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY SCIO

SCIO shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY,** in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **SCIO** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **SCIO** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

SCIO shall have no power to solicit proposals, bids, or

contracts on behalf of the **CITY.** Furthermore, **SCIO** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **SCIO'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

SCIO agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **SCIO** further agrees to hold harmless the **CITY,** its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **SCIO.**

SCIO shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY.** Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

SCIO covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 8th day of October, 2019.

CITY OF SHEBOYGAN

BY: Michael Vandersteen
Michael Vandersteen, Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Sheboygan County Interfaith Organization, Inc. has caused this Agreement to be signed this 27th day of September, 2019.

SHEBOYGAN COUNTY INTERFAITH ORGANIZATION, INC

BY: Lisa Stephan

ATTEST: Jodi Bennett

Examined and Approved as to Form and Execution this 9 day of October, 2019.

Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Subs. of Res. No. 13-19-20.

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

FAMILY SERVICE ASSOCIATION OF SHEBOYGAN, INC.

FOR CDBG FUNDS FOR 2019 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the **"CITY,"** and Family Service Association of Sheboygan, Inc., 1930 North 8th Street, Sheboygan, Wisconsin, a not for profit corporation, hereinafter called **"FAMILY SERVICE."**

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2019 program year, hereinafter called **"CDBG FUNDS";** and

WHEREAS, the **CITY** is committed to promoting the public health, safety and welfare of the Sheboygan community and economic growth and development; and

WHEREAS, FAMILY SERVICE provides one-on-one financial and housing counseling and educational programs to promote financial literacy and financial stability; and

WHEREAS, FAMILY SERVICE submitted a proposal for **CDBG FUNDS** to be utilized to provide these services to low and moderate income participants; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Fifteen Thousand Four Hundred Thirty-Eight and 29/100 ($15,438.29) Dollars of the 2019 **CDBG FUNDS** for **FAMILY SERVICE** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by FAMILY SERVICE for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **FAMILY SERVICE** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through financial and housing counseling and educational programs to encourage individuals to become self-sufficient. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY FAMILY SERVICE

1. **FAMILY SERVICE** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **FAMILY SERVICE** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **FAMILY SERVICE** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **FAMILY SERVICE'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

4. **FAMILY SERVICE** shall provide one-on-one financial and housing counseling and educational programs to encourage low and moderate income individuals to become financially self-sufficient.

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2019 and ending March 31, 2020.

ARTICLE V - COMPENSATION

In response to itemized bills for salary and fringe benefits, **FAMILY SERVICE** shall be compensated for actual costs incurred. The Department of City Development may authorize, in writing, upon written request by **FAMILY SERVICE,** the use of HUD monies for other expenditures. The **CITY** agrees to compensate **FAMILY SERVICE** up to, but not exceeding, the total amount of Fifteen Thousand Four Hundred Thirty-Eight and 29/100 ($15,438.29) Dollars for the entire contract period on a lump sum basis.

ARTICLE VI - REQUEST FOR PAYMENT

FAMILY SERVICE shall submit a written request for payment to the Department of City Development. The request for reimbursement shall itemize the actual costs incurred. The **CITY** agrees to make payment within fifteen (15) days of receipt of such request.

ARTICLE VII - QUARTERLY REPORT BY FAMILY SERVICE

Any and all expenditures of monies received by **FAMILY SERVICES** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **FAMILY SERVICES** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **FAMILY SERVICE** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **FAMILY SERVICE** agrees and fully understands that it shall <u>not</u> be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY FAMILY SERVICE

FAMILY SERVICE shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY,** in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **FAMILY SERVICE** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **FAMILY SERVICE** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

FAMILY SERVICE shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY.** Furthermore, **FAMILY SERVICE** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **FAMILY SERVICE'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

FAMILY SERVICE agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **FAMILY SERVICE** further agrees to hold harmless the **CITY,** its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **FAMILY SERVICE.**

FAMILY SERVICE shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY.** Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

FAMILY SERVICE covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 8th day of October, 2019.

CITY OF SHEBOYGAN

BY: Michael Vandersteen
Michael Vandersteen, Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Family Service Association of Sheboygan, Inc. has caused this Agreement to be signed this 20th day of September, 2019.

FAMILY SERVICE ASSOCIATION OF SHEBOYGAN, INC.

BY: Wayne Gruenbacher

ATTEST: Cheryl Deck

Examined and Approved as to Form and Execution this 9 day of October, 2019.

Charles C Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Subs. of Res. No. 13-19-20.

Clerk

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

SHEBOYGAN TRANSIT COMMISSION

FOR CDBG FUNDS FOR 2019 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the **"CITY,"** and Sheboygan Transit Commission, a Wisconsin transit commission established pursuant to sec. 66.1021, Wis. Stats., hereinafter called **"TRANSIT".**

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2019 program year, hereinafter called **"CDBG FUNDS";** and

WHEREAS, the **CITY** is committed to promoting economic growth and development, job training, rehabilitative services and economic development, public health, safety and welfare of the Sheboygan Community; and

WHEREAS, TRANSIT operates a comprehensive unified local transportation system, of which the major portions are within the City of Sheboygan; and

WHEREAS, TRANSIT submitted a proposal for **CDBG FUNDS** to be utilized to maintain Saturday and night weekday transit service; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Forty-Two Thousand Four Hundred Ninety-Three and 00/100 ($42,493.00) Dollars of the 2019 **CDBG FUNDS** for **TRANSIT** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by **TRANSIT** for this program year shall be the basis for the requirements that need to be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **TRANSIT** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through serving the mobility needs of youth, the elderly, the mobility impaired, low income households, zero- and one-vehicle households and other transit dependent populations. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY TRANSIT

1. **TRANSIT** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **TRANSIT** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **TRANSIT** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **TRANSIT'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2019 and ending March 31, 2020.

ARTICLE V - COMPENSATION

TRANSIT shall be compensated for actual costs incurred. The City Finance Department shall make a transfer from the CDBG Account to the City's General Fund for the TRANSIT compensation. The Department of City Development may authorize, in writing, upon written request by **TRANSIT,** the use of HUD monies for other expenditures. The **CITY** agrees to compensate **TRANSIT** up to, but not exceeding, the total amount of Forty-Two Thousand Four Hundred Ninety-Three and 00/100 ($42,493.00) Dollars for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

TRANSIT shall be compensated for actual costs incurred. The City Finance Department shall make an internal transfer from the designated Community Development Block Grant Account to the City's General Fund for the TRANSIT compensation.

ARTICLE VII - QUARTERLY REPORT BY TRANSIT

Any and all expenditures of monies received by **TRANSIT** pursuant to the terms of this Agreement shall be made for the purpose set forth herein. **TRANSIT** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15 and as necessary during the remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the information that should be provided. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **TRANSIT** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **TRANSIT** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY TRANSIT

TRANSIT shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY,** in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **TRANSIT** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **TRANSIT** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

TRANSIT shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY.** Furthermore, **TRANSIT** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any

manner whatsoever. **TRANSIT'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

TRANSIT agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **TRANSIT** further agrees to hold harmless the **CITY,** its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **TRANSIT.**

TRANSIT shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY.** Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

TRANSIT covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 22nd day of October, 2019.

CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Sheboygan Transit Commission has caused this Agreement to be signed this 22 day of OCTOBER, 2019.

SHEBOYGAN TRANSIT COMMISSION

BY: _____

ATTEST: _____

Examined and Approved as to Form and Execution this 29 day of October, 2019.

_____
Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Subs of Res. No. 13-19-20.

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

PARTNERS FOR COMMUNITY DEVELOPMENT

FOR CDBG FUNDS FOR 2019 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the **"CITY"**, and **PARTNERS FOR COMMUNITY DEVELOPMENT** a Wisconsin not for profit corporation, hereinafter called **"PARTNERS"**.

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2019 program year, hereinafter called **"CDBG FUNDS"**; and

WHEREAS, the **CITY** is committed to job training, supporting services for minorities, fair housing and economic development/ the development and upgrade of housing and economic development in low and moderate income areas of the CITY; and

WHEREAS, PARTNERS submitted a proposal for **CDBG FUNDS** to be utilized to administer housing assistance programs. The Request for Proposals (RFP) submitted by PARTNERS for this program year shall be the basis for the requirements that need to be followed in regards to this contract; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Twenty-Five Thousand and 00/100 ($25,000.00) Dollars of the 2019 **CDBG FUNDS** for **PARTNERS** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **PARTNERS** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through financial and housing counseling and educational programs to encourage individuals to become self-sufficient. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY PARTNERS

1. **PARTNERS** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **PARTNERS** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles

for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **PARTNERS** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **PARTNERS'** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2019 and ending March 31, 2020.

ARTICLE V - COMPENSATION

PARTNERS shall be compensated for actual monthly costs incurred. The Department of City Development may authorize, in writing, upon written request by **PARTNERS,** the use of HUD monies for other expenditures. The **CITY** agrees to compensate up to, but not exceeding, the total amount of Twenty-Five Thousand and 00/100 ($25,000) Dollars for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

PARTNERS shall submit a written request for payment to the Department of City Development on the first day of each month. The **CITY** agrees to make payment each month within fifteen (15) days of receipt of such request.

ARTICLE VII - QUARTERLY REPORT BY PARTNERS

Any and all expenditures of monies received by **PARTNERS** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to administering the housing assistance programs. **PARTNERS** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before January 15, April 15, July 15 & October 15, and as necessary through the remainder of the year. Additionally,

PARTNERS shall provide the **CITY** with a written report describing its accomplishments directly related to the services it is required to perform under this Agreement and shall submit such report to the **CITY,** quarterly, on the aforementioned dates. Such report shall show the number of low or moderate income individuals or families assisted and racial data. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **PARTNERS** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **PARTNERS** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY PARTNERS

PARTNERS shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY,** in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **PARTNERS** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **PARTNERS** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

PARTNERS shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY.** Furthermore, **PARTNERS** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in

any manner whatsoever. **PARTNERS'** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

PARTNERS agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **PARTNERS** further agrees to hold harmless the **CITY,** its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **PARTNERS.**

PARTNERS shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

PARTNERS covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 8th day of October, 2019.

CITY OF SHEBOYGAN

BY: Michael Vandersteen
Michael Vandersteen, Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Partners for Community Development has caused this Agreement to be signed this 30 day of August, 2019.

PARTNERS FOR COMMUNITY DEVELOPMENT

BY: _____
Executive Director

ATTEST: _____
EXECUTIVE ASSISTANT

Examined and Approved as to Form and Execution this 9 day of October, 2019.

_____
Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Subs. of Res. No. 13-19-20

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

LAKESHORE CAP, INC OF WISCONSIN

FOR CDBG FUNDS FOR 2019 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the **"CITY,"** and Lakeshore CAP, Inc. of Wisconsin with an office at 621 S 8th Street, Sheboygan, WI, hereinafter called **"LCAP".**

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2019 program year, hereinafter called **"CDBG FUNDS";** and

WHEREAS, the **CITY** is committed to services for minorities, fair housing and economic development/ the development and upgrade of housing and economic development in low and moderate income areas of the CITY; and

WHEREAS, LCAP has submitted a proposal for funding and support to provide housing counseling services to low and moderate income households including application, screening resource and referral, landlord/tenant mediation, verifying and approving of applicants; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Fourteen Thousand Eight Hundred Fifty-Nine and 36/100 ($14,859.36) Dollars of the 2019 **CDBG FUNDS** for **LCAP** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by LCAP for this program year shall be the basis for the requirements that need to be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **LCAP** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through the provision of housing counseling services in the City of Sheboygan. **LCAP** shall continue to provide supportive services for minority low and moderate-income persons and economic development in targeted areas of the **CITY.** At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income. Documentation shall be in a form signed by each individual or family counseled or assisted.

ARTICLE II - SERVICES PROVIDED BY LCAP

1. **LCAP** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **LCAP** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **LCAP** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **LCAP's** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2019 and ending March 31, 2020.

ARTICLE V - COMPENSATION

LCAP shall be compensated for actual service costs incurred on a lump sum basis with proper documentation provided. The Department of City Development may authorize, in writing, upon written request by **LCAP,** the use of HUD monies for other expenditures. The **CITY** agrees to compensate up to, but not exceeding, the total amount of Fourteen Thousand Eight Hundred Fifty-Nine and 36/100 ($14,859.36) Dollars for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

LCAP shall submit a written request for payment to the Department of City Development. The request for payment shall clearly indicate the purpose for which the funds are to be used. The **CITY** may disburse payment in one lump sum payment.

ARTICLE VII - QUARTERLY REPORT BY LCAP

Any and all expenditures of monies received by **LCAP** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **LCAP** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **LCAP** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **LCAP** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY LCAP

LCAP shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY,** in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **LCAP** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **LCAP** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

LCAP shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY.** Furthermore, **LCAP** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **LCAP's** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

LCAP agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **LCAP** further agrees to hold harmless the **CITY,** its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **LCAP.**

LCAP shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY.** Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

LCAP covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 8th day of October, 2019.

CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Lakeshore CAP, Inc of Wisconsin has caused this Agreement to be signed this 3rd day of September, 2019.

LAKESHORE CAP, INC OF WISCONSIN

BY: _____

ATTEST: _____

Examined and Approved as to Form and Execution this 9 day of October, 2019.

_____
Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Subs. of Res. No. 13-19-20.

4.1

Res. No. 5 - 19 - 20. By Alderperson Wolf. May 6, 2019.

A RESOLUTION officially recognizing the Memorial 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,

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.

WHEREAS, the mission statement is to enhance the livability of our neighborhood, encourage communication, develop cooperation and build relationships among our residents as we maintain and promote the spirit of awareness and security.

WHEREAS, the primary goals of the Memorial Neighborhood Association are to:

- Promote neighborliness, cooperation and goodwill among the members of our neighborhood.
- Facilitate neighborhood conversation and consensus on important topics and to provide a neighborhood voice.
- Hold meetings to serve as a forum for neighbors to gather, to communicate with each other and to communicate with various city departments.
- Protect property values by establishing a better awareness of proper maintenance issues throughout the neighborhood.
- Build the interest of residents in the welfare of the neighborhood.
- Encourage the residents to be the "eyes and ears" of our neighborhood, reporting criminal activity and thus reducing crime.

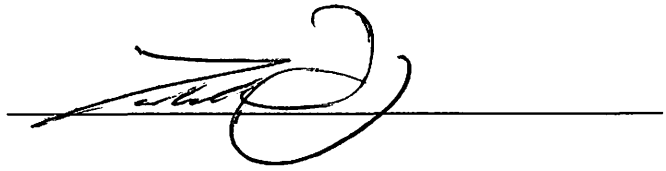
WHEREAS, the Memorial Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the south side of North Avenue on the north, north side of Geele Avenue on the south, from the lake on the east to the east side of North 8th Street on the west.

WHEREAS, the Memorial 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 Memorial Neighborhood Association.

Rep 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

XI

4.2

Res. No. 6 - 19 - 20. By Alderpersons Wolf and Donohue. May 6, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Creation and Grant of Covenants by the City of Sheboygan to the United States Army Corps of Engineers regarding Outlot 1 in the Sheboygan Business Center.

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

Laydown

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

CREATION AND GRANT OF COVENANTS

This GRANT OF THESE COVENANTS is made by the City of Sheboygan, (hereinafter referred to collectively as the "Covenantor") to the St. Paul District of the United States Army Corps of Engineers, (hereinafter referred to as "Government").

WITNESS THAT:

WHEREAS, the Covenantor is the owner in fee of certain real property located in the City of *Sheboygan Business Center*, County of Sheboygan, in the State of Wisconsin, described more particularly as follows, and referred to herein as the "Conservancy Area":

> OUTLOT 1
> Sheboygan Business Center
> See Certified Survey Map recorded in Volume 28, Pages 209 to 211, document number 2052767

WHEREAS, the Covenantor desires and intends that the natural elements and the ecological and aesthetic values of the Conservancy Area be maintained and improved in accordance with the terms and conditions of these Covenants; and

WHEREAS, the Covenantor and Government both desire, intend and have the common purpose of conserving and preserving in perpetuity the Conservancy Area in a relatively natural condition by placing restrictions on the use of the Conservancy Area and by assigning from the Covenantor to the Government, by the establishment of these Covenants, affirmative rights to ensure the preservation of the natural elements and values of the Conservancy Area; and

WHEREAS, the Covenantor has received Department of the Army permit number 1990-191-50 or other valuable consideration for the making of these Covenants.

NOW THEREFORE, the Covenantor, for valuable consideration received, does hereby establish, give and assign to the Government an assignable right to enforce the following restrictions against the Covenantor, its successors and assigns if any; any third party holding, or professing to hold, any legal or equitable title to the Conservancy Area; or any trespasser or interloper committing any act on or near the premises inconsistent with these covenants:

a. The right of the Government to enforce by proceedings at law or in equity the Covenants hereinafter set forth. The right shall include but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of these Covenants, to require the restoration of this property to its natural condition or to enjoin non-compliance by appropriate injunctive relief. The Government does not waive or forfeit the right to take action as may be necessary to ensure compliance with terms of these Covenants by any prior failure to act. Nothing herein shall be construed to entitle the Government to institute any enforcement action against the Covenantor for any changes to the Conservancy Area due to causes beyond the Covenantor's control and without the Covenantor's fault or negligence (such as changes caused by fire, flood, storm, civil or military authorities undertaking emergency action or unauthorized wrongful acts of third parties).

b. The right of the Government, its contractors, agents and invitees, to enter the Conservancy Area, in a reasonable manner and at reasonable times, for the purpose of inspecting the Conservancy Area to determine compliance with these Covenants.

AND IN FURTHERANCE of the foregoing affirmative rights, the Covenantor makes the following covenants on behalf of itself and its heirs, successors and assigns, which covenants shall run with and bind the Conservancy Area in perpetuity:

COVENANTS

a. USES. There shall be no commercial, industrial or residential activity undertaken or allowed within the Conservancy Area.

b. BUILDINGS AND STRUCTURES. There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other structures built or placed in the Conservancy Area.

c. TOPOGRAPHY. There shall be no dredging, filling, excavating, mining, drilling or removal of any topsoil, sand, gravel, rock, minerals or other materials. There shall be no plowing or any other activity that would alter the topography of the Conservancy Area.

d. DUMPING/DISPOSAL. There shall be no dumping of any waste, trash, ashes, garbage or other material that is unsightly, offensive or incompatible with the natural character of the Conservancy Area.

e. WATER. The hydrology of the Conservancy Area will not be altered in any way or by any means including pumping, draining, diking, impounding or diverting surface or ground water within the Conservancy Area.

f. AGRICULTURAL USES. No plowing, tilling, cultivating, planting, timbering, or other agricultural activities may take place within the Conservancy Area. The release or pasturing of livestock or other domestic or non-native animal shall not be allowed within the Conservancy Area.

g. COMPLIANCE WITH LAW. The Covenantor is responsible for compliance with all federal, state and local laws governing the safety and maintenance of the property, including the control of noxious weeds within the Conservancy Area.

h. MOTORIZED EQUIPMENT. There shall be no operation of any motorized watercraft, vehicle, or equipment within the Conservancy Area, except for monitoring and maintenance activities.

i. VEGETATION. Except in conjunction with the authorized uses set forth in paragraph g. above, there shall be no removal, cutting, mowing or alteration of any vegetation or change in the natural habitat in any manner, except for planting and maintenance activities.

NOTWITHSTANDING the foregoing restrictions, the Covenantor may construct and maintain any project features or mitigation features expressly required by the *2017 Wetland Mitigation Landscape Plan*, dated March 31, 2017, with revision 1, dated March 1, 2018; and any modifications thereto approved in writing by the Government.

RESERVED RIGHTS

These covenants do not convey any ownership interest in the Conservancy Area to the Government nor require the Covenantor to allow the general public to enter upon or use the Conservancy Area.

The Covenantor and Covenantor's invitees may hunt, trap, and fish in the Conservancy Area so long as they comply with the terms and conditions of these Covenants and all federal, state and local game and fishery regulations.

Nothing herein shall be construed as limiting the right of the Covenantor to lease, sell, give or otherwise convey the Conservancy Area, or any portion or portions thereof, provided that the conveyance is subject to the terms of these Covenants.

GENERAL PROVISIONS

These Covenants shall run with and burden the Conservancy Area in perpetuity and shall bind the Covenantor and Covenantor's heirs, successors and assigns. These Covenants are fully valid and enforceable by any assignee of the Government, whether assigned in whole or in part. Said assignment may be by operation of law or by written notice of assignment to the Covenantor.

The Covenantor warrants that it owns the Conservancy Area in fee simple, and that Covenantor either owns all property interests in the Conservancy Area which may be impaired by the granting of these Covenants or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Conservancy Area which have not been expressly subordinated to these Covenants by signing below. If it is determined at any time that there is any party who may have a property interest in the Conservancy Area that is superior to these Covenants, then the Covenantor shall immediately obtain and record a consent and subordination agreement signed by the other party. Acceptance of these Covenants does not release the Covenantor from the obligation to obtain and record a consent and subordination agreement signed by any party who may have a property interest in the Conservancy Area that is superior to these Covenants, even if such interest was of record at time of acceptance.

The Covenantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Conservancy Area, if any.

The Covenantor agrees that the terms, conditions, covenants and restrictions set forth in this instrument will be inserted in any subsequent conveyance of any interest in said property. The Covenantor agrees to notify the Government of any such conveyance in writing and by certified mail at least 60 days prior to the conveyance.

The Covenantor agrees to notify the Government at least 60 days prior to the establishment of any other legal claims over the Conservancy Area. The Government may prohibit the establishment of legal claims that are incompatible with the purposes and covenants stated herein.

As the Covenantor received a Department of the Army permit or other valuable consideration for the making of these Covenants, these Covenants may only be modified or amended by a properly recorded written instrument executed by the Covenantor, with the written consent of the St. Paul District, U.S. Army Corps of Engineers, or other Federal agency authorized by law to enforce Section 404 of the Clean Water Act.

The terms "Covenantor" and "Government" as used herein shall be deemed to include, respectively, the Covenantor and its heirs, successors, personal representatives, executors and assigns, and the United States Government, acting by and through the U.S. Army Corps of Engineers or other Federal agency authorized by law to enforce Section 404 of the Clean Water Act.

TO HAVE AND TO HOLD the above described together with all the appurtenances, rights and privileges belonging thereto, either in law or equity, for the proper use and benefit of the Government and its successors and assigns, forever.

EXECUTIONS AND ACKNOWLEDGMENTS

IN WITNESS THEREOF, the Covenantor has hereto set its hand and seal this _____day of _____, 2019.

COVENANTOR:

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen, Mayor

ATTEST:

By: _____
Meredith DeBruin, City Clerk

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2019, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My commission expires _____

II

Other Matters

R. O. No. _____ - 19 - 20. By CITY CLERK. May 20, 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, 2020)

No.	Name	Address
4552	Sauer, Andrew D. (Club)	1006 N. 17th Street

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

No.	Name	Address
2764	Arndt, Logan H.	371 S. Larann Street, Belgium
2770	Beltran, Cheyenne M.S.	2826 Erie Avenue
2783	Blackshear, Stephen J.	413 Michigan Avenue
0276	Burch, Cassandra J.	2419 Erie Avenue
1158	Burke, Jacklyn J.	909 Ontario Avenue
2771	Chauhan, Parbati	916 Mulberry Lane, Kohler
9706	Dolson, Bailey E.	2216 S. 7th Street
2767	Harris, Alexus J.	2806 S. 9th Street
2784	Hocevar, Kristin C.	2212 S. 7th Street
2781	Hudson, Loran A.	2324 S. 17th Street
2786	Gillmer, Gregory A.	2308 Mayflower Avenue
3927	Kraus, Catherine J.	1640 S. 17th Street
2775	Lamb, Madison F.	2525 N. 10th Street
9940	Lopez, Cynthia	1411 S. 10th Street
1284	Mack, Tamieka M.	1308 S. 19th Street
2769	Mansker, Mitchell W.	1127 Alabama Avenue
2765	Schuessler, Andrew J.	1713 N. 11th Street
6454	Senkbeil, Gregory A. (Club)	820 N. 28th Street
2768	Vandeberg, Angelique R.	623 Superior Avenue
2777	Zamora, Elizabeth	2659 White Fox Court
2772	Zepnick, Haylei M.	445 Fieldstone Court, Kiel

LHPS

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

No.	Name	Address
1004	Adamavich, William J.	3823 S. 11th Street
2165	Allen, Leary A. (Club)	1312 Ashland Avenue
5511	Anderson, Maureen F.	250 Auburn Drive, Sheboygan Falls
1057	Becker, Angela F.	2243 N. 20th Street
1853	Berglund, Jodi C.	W3385 CTH MM, Elkhart Lake
2105	Bhatta, Hira	1801 S. 23rd Street
0132	Bhatta, Lok Raj	1801 S. 23rd Street
1953	Bloedorn, Shannon M.	2612 Erie Avenue #4
1293	Brethouwer, Cory R. (Club)	W4061 Cty Rd N, Sheboygan Falls
8513	Champeau, Brian O.	1331 New York Avenue
9986	Depagter, James R.	3417 S. 12th Place
3600	Dolgner, Randall	2611 Pine Grove Avenue
2377	Fischer, Donna S.	1824 N. 27th Place
5937	Franzen, Michael R.	N3007 Dykstra Road, Lima
5170	Gilbertson, Stephen J.(Club)	1216 N. 29th Street
0143	Gottsacker, Robert D.	709 Spring Avenue
9377	Grohman, Sander A.	1521 New Jersey Avenue
7498	Hansen, John R.	1105 Los Angeles Avenue
5597	Hansen, Kevin J.	1114 Pershing Avenue
0969	Jagler, Kurt J.	1539 N. 17th Street
6954	Jeske, Robert E.	2330 N. 27th Street
2159	Johnson, Stacy M.	4033 Marion Lane
8229	Kiley, Lisa J.	813 N. Evans Street
0762	Kiley, Wayne F.	813 N. Evans Street
5346	Kreutz, Michael S. (Club)	5315 Lakeshore Road
6340	Kruse, Richard J. (Club)	5334 Hidden Creek Drive
5598	Kussard, Gary L.	3112 N. 8th Street
0804	Lenhardt, Lawrence R.	4014 S. 18th Street
9512	Lilyquist, Steve C.	2510 S. 12th Street
3291	Mallmann, Louis L.	2631 N. 29th Street
5596	Mcglade, Leah M.	420 Van Buren Road, Howards Grove
0984	Meyer, Robert D. (Club)	1649 S. 25th Street
0289	Moeller, Robert J.	1812A S. 13th Street
9479	Muehlbauer, John P. (Club)	145 Fox Glove Lane, Sheboygan Falls
6011	Nennig, David M.	1559 N. 15th Street
5952	Perronne, Shannon J.	1245 North Avenue
0997	Pierce, Lyle H.	716 Bluff Avenue
9453	Pilgrim, Marion M.	1042A Willow Lane, Kohler
1992	Procek, Edward J.	1230 S. 13th Street
7181	Repinski, Dawn M.	3830 Koehn Avenue
2030	Repinski, Douglas S.	1527 Georgia Avenue
4284	Rohde, Shirley A.	2605 N. 10th Street

6331	Ross, Daniel T.	2332A Park Place
8354	Schnur, Kimberly M.	2403 S. 17th Street
5874	Senkbeil, Emy J.	1323 Superior Avenue
6782	Senkbeil, Joanne M.	1323B Superior Avenue
7337	Senkbeil, Steve J. (Club)	4040 N. 29th Street
5985	Strohmeyer, Joseph J.	5213 S. 12th Street
9014	Tagel, Jason A.	1435 Camelot Boulevard
0098	Tagel, Jody M.	1435 Camelot Boulevard
1790	Theune, Nathan L.	2710 S. Savannah Circle #D
0207	Thompson, Mitchell D.	1131 Main Avenue
2853	Weiberg, Stacey N.	1806 Superior Avenue
2150	Wiggins, Lydia A.	1413A N. 11th Street
6803	Wilsing, William J.	4454 Idlewild Lane

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

No.	Name	Address
2774	Adams, Jeffrey J.	2713 S. 11th Street
2773	Rango, Todd B.	1405 N. 11th Street

II

Other Matters

R. O. No. _____ - 19 - 20. By CITY CLERK. May 20, 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 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.

CHANGE OF PREMISE (PERMANENT)

No.	Name	Address
3245	Festival Foods	595 S. Taylor Drive - current premises description to include dedicated parking stalls on north side of building for online grocery pick up.

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

No.	Name	Address
3279	Citgo 1	610 S. 14th Street
3147	CVS Pharmacy #10549	1108 N. 14th Street
1193	Kwik Trip #361	1618 Calumet Drive
1998	Kwik Trip #780	2622 S. Business Drive
2763	Kwik Trip #897	2033 North Avenue
2920	Kwik Trip #873	625 S. Taylor Drive
3382	Meijer Gas Station	902 N. Taylor Drive
3364	Minit Mart #1A	1508 S. 8th Street
3365	Minit Mart #2A	2235 North Avenue
3366	Minit Mart #3A	2420 Calumet Drive
3367	Minit Mart #4A	3715 Washington Avenue
3368	Minit Mart #5A	3626 S. Taylor Drive

KHPS

3369	Minit Mart #6A	1230 N. Taylor Drive
3370	Minit Mart #7A	1211 Weeden Creek Road
3371	Minit Mart #8A	1006 Geele Avenue
1253	Petro Center #1	1208 Union Avenue
1254	Petro Center #4	2113 S. Business Drive
3287	Sheboygan Minimart LLC	1030 S. 14th Street

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

No.	Name	Address
2929	Aldi	919 S. Taylor Drive
3245	Festival Foods	595 S. Taylor Drive
2532	Fischer's Food & Liquor	4554 S. 12th Street
3381	Meijer Store #305	924 N. Taylor Drive
3132	Pick 'N Save #432	1317 N. 25th Street
2820	Superior Discount Liquor	823 S. 8th Street

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

No.	Name	Address
2409	Americinn	3664 S. Taylor Drive
2879	Charcoal Inn North	1637 Geele Avenue
2796	Charcoal Inn South	1313 S. 8th Street

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

No.	Name	Address
3402	1138 LLC	1138 Union Avenue

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

No.	Name	Address
3402	1138 LLC	1138 Union Avenue
2982	Applebee's Neighborhood Grill	526 S. Taylor Drive
3146	Bumps Grill Tavern	2528 N. 22nd Street
1833	Champs Sports Bar	1501 Indiana Avenue
3092	CJ's Shipwrecked	902 Indiana Avenue
2487	Frankies Pub & Grill	2218 Indiana Avenue
2949	Harrys Prohibition Bistro	668 South Pier Drive
2807	Knights of Columbus	833 Center Avenue
1199	Lakeshore Lanes	2519 S. Business Drive
2685	Lino Ristorante Italiano	422 South Pier Drive
1226	Meyers Lakeview Pub	2925 Lakeshore Drive

3335	Mi Ranchito I	1235 Indiana Avenue
2301	Mojo	1235 Pennsylvania Avenue
2976	My Place Bar & Grill	1515 New Jersey Avenue
3066	N Z's Bar & Grill	1022 Michigan Avenue
3217	Parker Johns BBQ & Pizza	705 Riverfront Drive
2272	PJ's Party Zone	910 N. 18th Street
1267	Poor Richards	1105 Geele Avenue
3001	Ranieri's Four of a Kind	811 Indiana Avenue
1288	Riverview Club	626 N. 15th Street
1303	Rupps Downtown	925 N. 8th Street
2135	Sandee's Cool Runnings	1202 Michigan Avenue
3087	Santanas Place	1019 Erie Avenue
1925	Screamers	2201 N. 15th Street
1229	Sheboygan Moose Lodge #438	1811 Georgia Avenue
1360	Slys Midtown Salooon	508 N. 8th Street
3162	Sundance Saloon	1509 S. 12th Street
3186	Suscha Bar	1054 Pennsylvania Avenue
2943	Superior Bar & Grill LLC	2607 Superior Avenue
3178	Tasty Sheboygan	1423 Union Avenue
2020	Terrys	1028 Lincoln Avenue
2245	Thai Café Restaurant	1227 N. 14th Street
3182	The Blue Lite I	1029 N. 8th Street
1419	The Bunker	1138 Union Avenue
1752	The End Zone	904 Indiana Avenue
2193	The Kaddyshack	1502 S. 13th Street
2427	Urbane	1231 N. 8th Street
3119	Vibez Bar	2513 S. 8th Street
2029	Weill Center	826 N. 8th Street

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

No.	Name	Address
2409	Americinn	3664 S. Taylor Drive

TOBACCO LICENSE (RENEW) (June 30, 2020)

No.	Name	Address
2889	Family Dollar Stores #25587	2821 N. 15th Street
3387	Sheboygan Vapor	3116 S. Business Drive
2895	Superior Discount Liquor	823 S. 8th Street
1392	Suscha News, LLC	1117 N. 8th Street