

*****ATTACHMENTS*****

CITY OF SHEBOYGAN**THIRTEENTH REGULAR COMMON COUNCIL MEETING AGENDA****Monday, October 1, 2018****ALDERPERSONS PRESENT:**

Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

ALDERPERSONS ABSENT AND EXCUSED:

Rosemarie Trester, Markus Savaglio, Jim Bohren - 3.

Meeting called to order at 6:06 PM (when quorum was reached)**1. OPENING OF MEETING**

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

1.4 PRESENTATION - Dementia Crisis Care Task Force of Sheboygan County Report, Mary Pitsch, Founder of Embrace Care Management & Managed Home Care

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

1.6 MAYOR'S APPOINTMENTS - Bryan Mohoric, Andrea Mace, Jean Grade and Beth Counard to the Mayor's Neighborhood Leadership Cabinet. LAYS OVER

1.7 CONFIRMATION OF MAYOR'S APPOINTMENTS - Paul Aparicio and CJ Grace to the Mayor's Neighborhood Leadership Cabinet

MOTION TO CONFIRM

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

1.8 MAYOR'S ANNOUNCEMENTS - UPCOMING COMMUNITY EVENTS, PROCLAMATIONS, EMPLOYEE RECOGNITIONS

2. HEARINGS

2.1 Hearing No. 4-18-19 pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan in order to change the Land Use Classification of property located

at 1436 South 15th Street from Class Employment to Class Multi-Family Residential Classification.

No one spoke.

MOTION TO CLOSE HEARING

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

2.2 Hearing No. 5-18-19 pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of property located at 1436 South 15th Street from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.

David Adamavich spoke.

MOTION TO CLOSE HEARING

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

3. CONSENT AGENDA

3.1 MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Resolution: MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

3.2 R. C. No. 142-18-19 by Finance and Personnel Committee to whom was referred various claims; recommends filing the claims. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

3.3 R. C. No. 143-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 121-18-19 by the City Clerk, submitting various license applications; recommends granting the licenses. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

3.4 R. C. No. 149-18-19 by Public Works Committee to whom was referred Gen. Ord. No. 18-18-19 by Alderperson Wolf amending Sections 122-403, 122-404, and 122-405 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

3.5 R. O. No. 134-18-19 by City Clerk granting various license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

4. REPORTS OF OFFICERS

4.1 R. O. No. 122-18-19 by City Plan Commission to whom was referred Gen. Ord. No. 17-18-19 by Alderperson Rindfleisch and R. O. No. 118-18-19 by City Clerk for an application from Guske Electric Inc. for a change in the zoning classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification; recommends approval of the General Ordinance and R. O. LAYS OVER

4.2 R. O. No. 123-18-19 by City Administrator, as part of the budget process, submitting the listing of the Estimated Unreserved Fund Balances at December 31, 2019 and outstanding debt as of December 31, 2018. LAYS OVER

4.3 R. O. No. 124-18-19 by City Clerk submitting a claim from Robert Kimmer for alleged damages to his basement due to a sewer backup. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.4 R. O. No. 125-18-19 by City Clerk submitting a communication from Michael C. Szente requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.5 R. O. No. 126-18-19 by City Clerk submitting a communication from George Harris requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor, 1424 North 10th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.6 R. O. No. 127-18-19 by City Clerk submitting a communication from Jane Wiensch requesting a waiver from the Sex Offender Residency requirements in order to reside at 1124B Erie Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.7 R. O. No. 128-18-19 by City Clerk submitting a communication from Bradley Curler requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor - 1427 North 10th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.8 R. O. No. 129-18-19 by City Clerk submitting a communication from Stephen Grimm requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor - 1427 North 10th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.9 R. O. No. 130-18-19 by City Clerk submitting a communication from Johnathan Pirwitz requesting a waiver from the Sex Offender Residency requirements in order to reside at 2606 Eisner Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.10 R. O. No. 131-18-19 by City Clerk submitting a communication from Jesse Allen requesting a waiver from the Sex Offender Residency requirements in order to reside at 1116 North 15th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.11 R. O. No. 132-18-19 by City Clerk submitting a communication from Gustave K. Benson requesting a waiver from the Sex Offender Residency requirements in order to reside at 3402 Wilgus Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.12 R. O. No. 133-18-19 by City Clerk submitting a communication from Tylor Thompson requesting a waiver from the Sex Offender Residency requirements in order to reside at 3402 Wilgus Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

5. RESOLUTIONS

5.1 Res. No. 101-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (Adopt-A-Beach). REFER TO FINANCE AND PERSONNEL COMMITTEE

5.2 Res. No. 102-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase of (1) Full Size Four-Wheel Drive Pickup Truck and (1) Full Size Two-Wheel Drive Pickup Truck for the Department of Public Works. REFER TO PUBLIC WORKS COMMITTEE

5.3 Res. No. 103-18-19 by Alderperson Wolf authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2019, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended. REFER TO TRANSIT COMMISSION

6. REPORT OF COMMITTEES

6.1 R. C. No. 144-18-19 by Public Works Committee to whom was referred Res. No. 95-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase and installation of new baseball park lighting for the Wildwood/Sheboygan A's Mary Testwuide Knauf Baseball Park complex on a cost share basis with the Sheboygan A's baseball organization; recommends approving the Substitute Resolution. ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION with 2 additional changes. First, the portion of the 14th Whereas Clause refers to a loan from the City of Sheboygan Athletic Club shall be revised to state: "payment to the City of nineteen (19) payments of One Thousand Three Hundred Thirty Three and 55/100 Dollars (\$1,333.55) on a monthly basis, beginning in November 2018 and ending in May 2020, and one (1) payment of Twenty Seven Thousand Four Hundred Sixty Seven and 99/100 Dollars (\$27,467.99) in June

2020, which represents the payment of Fifty One Thousand Five Hundred and 00/100 Dollars (\$51,500.00) in principal, plus interest at the rate of two percent (2%) per annum; and" The agreement with the Sheboygan Athletic Club shall be revised to give effect to this change. Second, the completion date in the contract with Altmeyer Electric, Inc. which is attached to the Resolution shall be revised to January 15, 2019.

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

6.2 R. C. No. 145-18-19 by Finance and Personnel Committee to whom was referred Res. No. 98-18-19 by Alderpersons Rindfleisch and Bohren providing for the sale of approximately \$5,100,000 General Obligation Refunding Bonds and approximately \$3,650,000 General Obligation Refunding Bonds; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

6.3 R. C. No. 146-18-19 by Finance and Personnel Committee to whom was referred Res. No. 99-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (K-9, Fire Department, and Sale of Metal); recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

6.4 R. C. No. 147-18-19 by Finance and Personnel Committee to whom was referred Res. No. 100-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (AARP Grant); recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

6.5 R. C. No. 148-18-19 by Finance and Personnel Committee to whom was referred R. C. No. 86-18-19 and R. C. No. 291-17-18 by Finance and Personnel Committee and R. O. No. 272-17-18 by City Clerk submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservations Partners, Inc. for recovery of alleged unlawful taxes for real property taxes assessed for the 2017 tax year; recommends filing the document. ACCEPT AND FILE

MOTION TO ACCEPT AND FILE

Motion by Ron Rindfleisch, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

7. GENERAL ORDINANCE

7.1 Gen. Ord. No. 19-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the City Development Table of Organization. REFER TO FINANCE AND PERSONNEL COMMITTEE

7.2 Gen. Ord. No. 20-18-19 by Alderperson Wolf creating timed parking limits on the west side of South 8th Street between New Jersey Avenue and Virginia Avenue. REFER TO PUBLIC WORKS COMMITTEE

8. MATTERS LAID OVER

8.1 R. O. No. 117-18-19 by City Plan Commission to whom was referred Gen. Ord. No. 15-18-19 by Alderperson Sorenson amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential; recommends approving the Substitute Ordinance. ACCEPT AND FILE AND PASS SUBSTITUTE ORDINANCE

MOTION TO ACCEPT AND FILE AND PASS THE SUBSTITUTE ORDINANCE

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

8.2 R. O. No. 116-18-19 by City Plan Commission to whom was referred R. O. No. 108-18-19 by City Clerk and Gen. Ord. No. 16-18-19 by Alderperson Sorenson amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of 1436 South 15th Street (Parcel No. 59281513391) from Class Urban Industrial (UI) to Class Urban Residential (UR-12); recommends to accept and file the R. O. and approve the Substitute Ordinance. ACCEPT AND FILE AND PASS SUBSTITUTE ORDINANCE

MOTION TO ACCEPT AND FILE AND PASS SUBSTITUTE ORDINANCE

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

9. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

9.1 Res. No. 104-18-19 by Alderpersons Donohue and Sorenson authorizing the appropriate City officials to execute the Evidence.com Prosecutor Services Agreement by and between Axon Enterprise, Inc. and the City of Sheboygan with regard to the use of Axon Enterprise, Inc. products and services. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

9.2 R. O. No. 135-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

9.3 Motion to reconsider Res. No. 93-18-19

MOTION TO RECONSIDER RES. NO. 93-18-19

Motion by Ron Rindfleisch, second by Todd Wolf.

Final Resolution: Motion Fails

Aye: Todd Wolf, Ron Rindfleisch, Trey Mitchell - 3

Nay: Mary Lynne Donohue, Ryan Sorenson, Dean Dekker, Rose Phillips - 4.

9.4 ONLY TO BE CONSIDERED IF 9.3 PASSES. Res. No. 93-18-19 by Alderperson Wolf extending the special charge for residential garbage and refuse disposal services provided by the City. - No consideration due to agenda item 9.3 motion failing.

10. CLOSED SESSION

10.1 MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., where competitive or bargaining reasons require a closed session regarding possible purchase of public property owned by Union Pacific Railroad.

MOTION TO CONVENE IN CLOSED SESSION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

11. ADJOURN MEETING

11.1 Motion to Adjourn

MOTION TO ADJOURN at 7:13 p.m.

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

Generated by City Clerk Meredith DeBruin on Tuesday, October 2, 2018

1.6



September 24, 2018

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET

<u>Name</u>	<u>Appointed</u>	<u>Expires</u>
Bryan Mohoric (King Park Neighborhood Primary)	10/1/18	04/15/19
Andrea Mace (King Park Neighborhood Alternate)	10/1/18	04/15/19
Jean Grade (Vollrath Park/North Point Neighborhood Primary)	10/1/18	04/15/19
Beth Counard (Vollrath Park/North Point Neighborhood Alternate)	10/1/18	04/15/19


 MICHAEL J. VANDERSTEEN, MAYOR

*Raysoner
Confirm*

OFFICE OF MAYOR
 CITY HALL
 828 CENTER AVE., SUITE 301
 SHEBOYGAN, WI
 53081-4495
 920/459-3317
 FAX 920/459-0256

Hearing No. _____ - 18 - 19. October 15, 2018.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification:

Property located at 3411 Lakeshore Road (Parcel #59281712841):

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT

All interested persons will now be heard.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., October 15, 2018, in the Sheboygan County Board Chambers of the Sheboygan County Courthouse, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Suburban Industrial (SI) Classification.

Property located at 3411 Lakeshore Road (Parcel #59281712841):

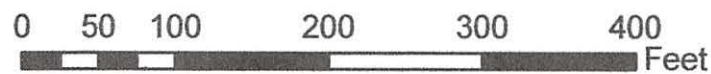
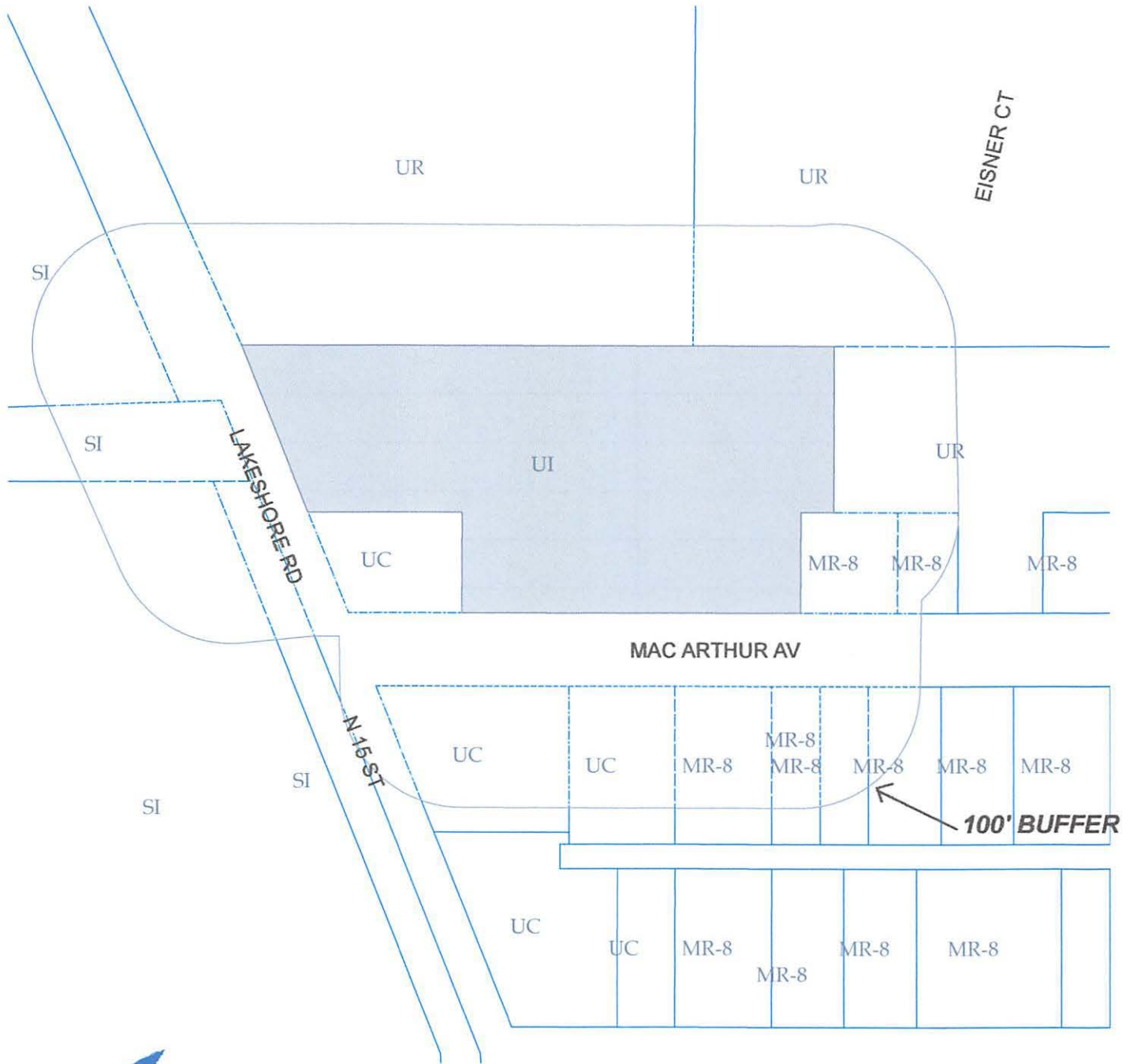
LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL
LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC
AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS
INTERSECTION WITH E-W ¼ LN OF SD SEC 10, TH SE 129.00' ALG THE
CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK
10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB,
EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT

MEREDITH DEBRUIN
City Clerk

PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL (UI) TO SUBURBAN INDUSTRIAL (SI)

SECTION 10, T. 15 N, R. 23 E

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT



CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

October 5, 2018

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the to the City of Sheboygan's Official Zoning Map at 6:00 P.M., October 15, 2018, in the Sheboygan County Board Chambers of the Sheboygan County Courthouse. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Suburban Industrial (SI) Classification:

Property located at 3411 Lakeshore Road (Parcel #59281712841):

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.**

Sincerely,

MEREDITH DEBRUIN, City Clerk

PLASTICS ENGINEERING CO
PO BOX 758
SHEBOYGAN, WI 53082

SHEBOYGAN AREA SCHOOL DISTRICT
830 VIRGINIA AVE
SHEBOYGAN, WI 53081

SYLVIA SIRCELI
1439 MACARTHUR AVE
SHEBOYGAN, WI 53083

BENJAMIN ROELSE
1429 MACARTHUR AVE
SHEBOYGAN, WI 53083

CHAI FLOWER XIONG
1421 MACARTHUR AVE
SHEBOYGAN, WI 53083

UOF PROPERTIES LLC
PO BOX 1247
SHEBOYGAN, WI 53082

HERMAN HASS
1415 MACARTHUR AVE
SHEBOYGAN, WI 53083

BARBARA SCHMITT
W695 GARTON RD
SHEBOYGAN, WI 53083

K-W INVESTMENT
N5875 CTY RD M
PLYMOUTH, WI 53073

VICTOR MERTZIG
1412 MACARTHUR AVE
SHEBOYGAN, WI 53083

THOMAS ROTHE
1416 MACARTHUR AVE
SHEBOYGAN, WI 53083

M & K
2004 WAVERLY CT
SHEBOYGAN, WI 53083

LAKESHORE PROPERTIES LTD
622 N WATER ST
MILWAUKEE, WI 53202

EISNER COURT REDEVELOPMENT LLC
622 N WATER ST STE 200
MILWAUKEE, WI 53202

Hearing No. _____ - 18 - 19. October 15, 2018.

Pursuant to Chapter 65.90 of the Laws of Wisconsin, notice is hereby given that the annual budget hearing will be held on Monday, October 15, 2018 at 6:00 p.m. in Sheboygan County Board Chambers, Sheboygan County Courthouse, in the City of Sheboygan, at which time any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed budget.

Any interested persons may be heard.

NOTICE TO TAXPAYERS AND RESIDENTS OF THE CITY OF SHEBOYGAN, WISCONSIN

Pursuant to Chapter 65.90 of the Laws of Wisconsin, notice is hereby given that the annual budget hearing will be held in the County Board Chambers, Sheboygan County Courthouse, in the City of Sheboygan, on Monday, October 15, 2018 at 6 p.m., at which time any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed budget.

Dated this 14th day of September, 2018

Darrell Hofland, City Administrator

		2018	2019	Percent
		Revised Budget	Proposed Budget	Change
General Fund				
Revenue:	Taxes (other than property)	\$203,523	\$203,523	0.00%
	Licenses and Permits	879,850	921,240	4.70%
	Intergovernmental Revenue	14,235,784	14,397,303	1.13%
	Charges for Services	1,848,196	1,937,822	4.85%
	Fines and Forfeitures	269,000	271,000	0.74%
	Interest on Investments	228,500	210,000	-8.10%
	Miscellaneous Revenue	165,115	132,425	-19.80%
	Other Financing Sources	2,895,454	2,717,605	-6.14%
	Total Revenue	\$20,725,422	\$20,790,918	0.32%
Expense:	General Government	\$3,797,119	\$3,911,025	3.00%
	Public Safety	20,792,897	21,782,447	4.76%
	Public Works	8,600,207	9,017,575	4.85%
	Health/Human Services	192,440	201,337	4.62%
	Culture/Recreation	2,566,224	2,673,178	4.17%
	Conservation/Development	333,009	347,928	4.48%
	Miscellaneous Expenses	0	0	0.00%
	Contingency	1,364,677	186,400	100.00%
	Interfund Transfers	2,601	7,682	195.35%
	Total Expense	\$37,649,174	\$38,127,572	1.27%

2019 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Estimated Fund Balance Dec. 31, 2018	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2019
General Fund	\$19,078,761	\$37,226,623	\$16,435,705	\$38,127,572	\$34,613,517
Special Revenue	1,348,773	10,115,801	3,991,321	10,206,766	5,249,129
Debt Service	17,375,830	9,035,603	7,358,181	15,849,086	17,920,528
Capital Improvements	7,789,986	21,447,714	1,690,775	26,086,958	4,841,517
Proprietary	83,038,389	35,156,448	511,547	37,465,551	81,240,833
Fiduciary	2,051,126	33,400	0	2,000	2,082,526
Total	\$130,682,865	\$113,015,589	\$29,987,529	\$127,737,933	\$145,948,050

Long Term Bonds Outstanding - December 31, 2018	\$12,074,830
Long Term Notes Outstanding - December 31, 2018	\$23,299,015
	<u>\$35,373,845</u>

II

UPDATED

R. O. No. 137- 18 - 19. By CITY CLERK. October 15, 2018.


Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3359	Mead Public Library Foundation	710 N. 8 th Street - One day event to be held 10/19/18 in the Rocca Room, first floor, Mead Public Library.
2587	Sheboygan County Cancer Fund	1621 N. Taylor Drive - One day event to be held 11/03/18 at the AFLCIO Labor Union Hall - 1104 Wisconsin Avenue to include beer and wine.
3360	Sheboygan Symphony Orchestra	830 N. 8 th Street - One day event to be held 10/26/18 at the EBCO Artworks - 1201 Erie Avenue, main floor, NE corner of building.

Consent



R. O. No. - 18 - 19. By BOARD OF CONTRACTORS EXAMINERS.
October 15, 2018.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

40096	Travis R Damrow W2174 Shamrock Dr Sheboygan, WI 53083-1673	Carpenter Contractor
39644	David D. Kauffman 1629 W Washington Ave Cleveland, WI 53015-1220	Carpenter Contractor
40617	Edward J. Bakalarski 109 Elm St Belgium, WI 53004-9530	Carpenter Contractor
40673	Samuel D. Shaw 2031 Cooper Ave Sheboygan, WI 53083-4530	Carpenter Contractor
40683	William P. Peloquin 7222 S Cleveland Rd Cleveland, WI 53015-1419	Carpenter Contractor

BOARD OF CONTRACTORS EXAMINERS

Consent.

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. October 15, 2018.

A RESOLUTION in recognition of the service of **Dirk Zylman** to Mead Public Library.

WHEREAS, **Dirk Zylman** was first appointed to the Library Board in May 2011, serving as the Sheboygan County Board of Supervisors representative, and

WHEREAS, **Dirk Zylman** participated diligently as a member of multiple standing committees, including Finance, IT, Marketing, Personnel/HR and Building, and served as the Library Board Finance Officer from 2012-2017, and

WHEREAS, **Dirk Zylman** was instrumental in steering the library's revamped branding and marketing strategy, and

WHEREAS, **Dirk Zylman** was an advocate for Mead Public Library's vision of providing quality services, resources and lifelong learning opportunities to meet the needs and interests of our diverse community, and

WHEREAS, **Dirk Zylman** served as a model for the conduct of the responsibilities of a Library Trustee in a well-informed and reasoned manner, and

WHEREAS, **Dirk Zylman** took seriously his responsibilities as a board member and worked conscientiously for the benefit of the citizens of Sheboygan, and

NOW THEREFORE BE IT RESOLVED that the Mead Public Library Board does hereby publicly commend **Dirk Zylman** for the time and attention he so generously devoted to his responsibilities as a Trustee. The Board thanks him for his commitment in serving as a Mead Public Library Trustee and recognizes his service through designation of appropriate book titles for purchase in his honor. The Mead Public Library wishes him all the best following his service to Sheboygan residents as a Library Trustee.

Dated this 30th day of August, 2018

Arnett Erickson

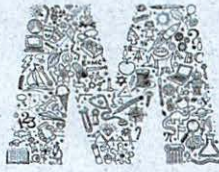
Maeve Zwin

Consent

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



MEAD LIBRARY

A RESOLUTION in recognition of the service of **Dirk Zylman** to Mead Public Library.

WHEREAS, **Dirk Zylman** was first appointed to the Library Board in May 2011, serving as the Sheboygan County Board of Supervisors representative, and

WHEREAS, **Dirk Zylman** participated diligently as a member of multiple standing committees, including Finance, IT, Marketing, Personnel/HR and Building, and served as the Library Board Finance Officer from 2012-2017, and

WHEREAS, **Dirk Zylman** was instrumental in steering the library's revamped branding and marketing strategy, and

WHEREAS, **Dirk Zylman** was an advocate for Mead Public Library's vision of providing quality services, resources and lifelong learning opportunities to meet the needs and interests of our diverse community, and

WHEREAS, **Dirk Zylman** served as a model for the conduct of the responsibilities of a Library Trustee in a well-informed and reasoned manner, and

WHEREAS, **Dirk Zylman** took seriously his responsibilities as a board member and worked conscientiously for the benefit of the citizens of Sheboygan, and

NOW THEREFORE BE IT RESOLVED that the Mead Public Library Board does hereby publicly commend **Dirk Zylman** for the time and attention he so generously devoted to his responsibilities as a Trustee. The Board thanks him for his commitment in serving as a Mead Public Library Trustee and recognizes his service through designation of appropriate book titles for purchase in his honor. The Mead Public Library wishes him all the best following his service to Sheboygan residents as a Library Trustee.

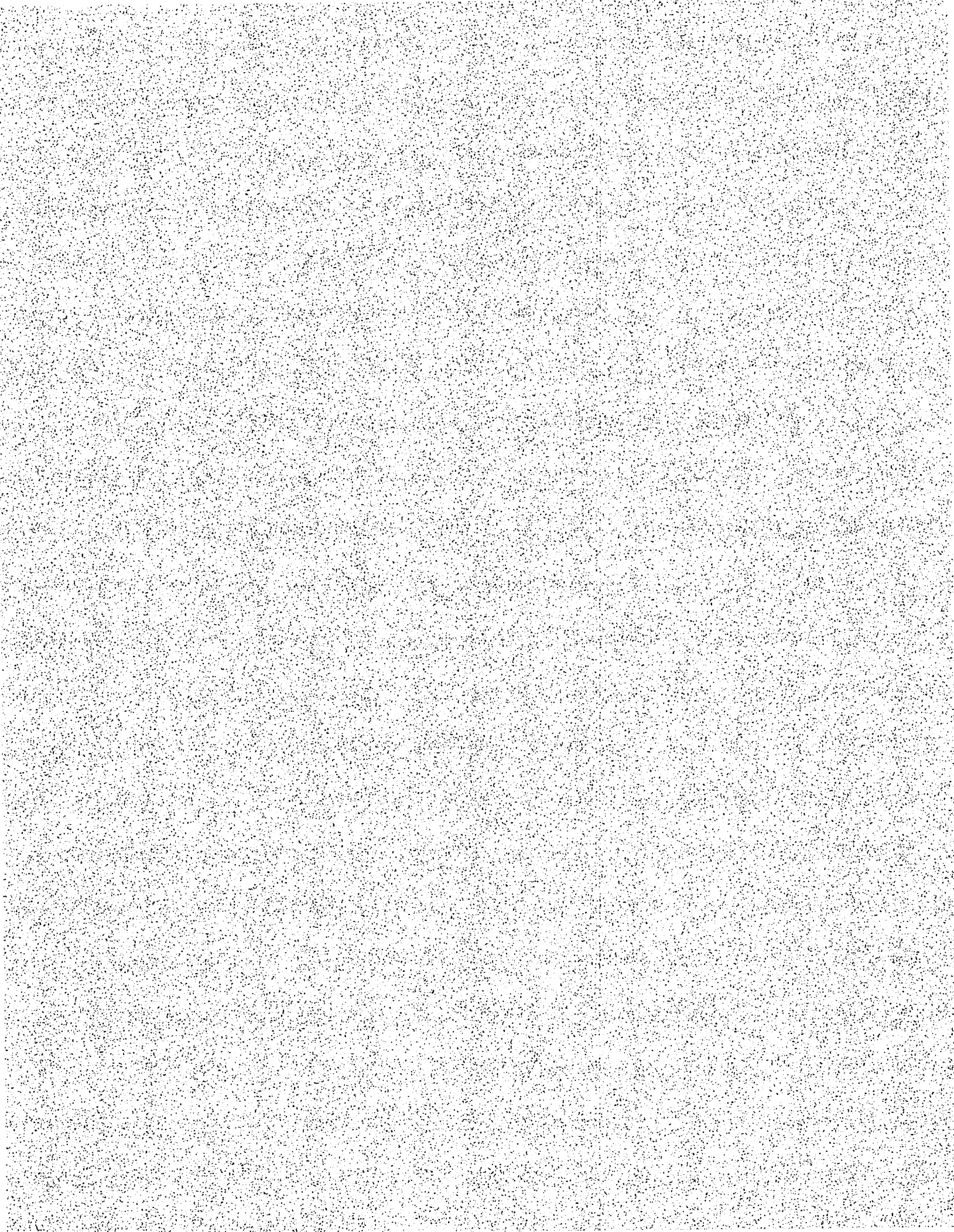
Dated this 30th day of August, 2018

Garrett Erickson

Library Director

Maeve Quinn

Board President





R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. October 15, 2018.

Your Committee to whom was referred R. O. No. 121-18-19 by City Clerk submitting various license applications; recommends granting "Class A" Liquor License application #3357 (Aneek, Inc.) and to deny Beverage Operator's License application #2403 (Makai C. Myers) based upon his record of violations related to the licensed activity and his history as a repeat law offender.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

II

Other Matters

8.1

R. O. No. 121 - 18 - 19. By CITY CLERK. September 17, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

City Clerk

TRANSFER - PREMISES TO PREMISES

Rendez-Vous transferring from 1332 S. 13th Street to 920 Michigan Avenue.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - Outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3357	Aneek Inc.	723 Center Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2416	Ashley, Michele J.	1618 Ontario Avenue Apt. A
2414	Bakes-Deligiann, Deborah L.	426 Grant Avenue
5314	Beaumont, Victoria M.	2319 Calumet Drive
2400	Fieldhouse, Ann B.	620 S. 8 th Street Apt. 209
2418	Harrison, Christine	871 Forest Avenue
0944	Jamison, Andrea R.	1916 Martin Avenue
2403	Myers, Makai C.	3527 Lakeshore Road #2
2408	Nemitz, Jessica J.	1940 N. 8 th Street
2412	Olson, Jon V.	1209 Riverview Drive
2413	Petermann, Janet K.	3307 North Avenue
2407	Rieth, Penny K.	1623 S. 13 th Street
2411	Sharp, Christa A.	502 N. 28 th Street

RUPS 9.26.18
Hold # 3357 (Aneek)
2403 (Myers) / grant # 3357
deny # 2403

9026 Tanner, Nicole L.
2405 Timm, Sarah E.
2402 Trakel, Jean C.
1323 Williams, Dante I.
2417 Yang, Boonme

922 Weeden Creek Road
2732 Geele Avenue
W6066 Ella Lane, Plymouth
1619 North Avenue
2706 S. 9th Street

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0940	Asleson, Shanna M.	3806 Highway 42 Apt. 1
2419	Bock, Nadine R.	1028 Broadway Avenue

IV

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. October 15, 2018.

Your Committee to whom was referred, R. O. No. 135-18-19 by City Clerk submitting various license applications; recommends granting all license applications.

Consent.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other matters.

9.2

R. O. No. 135 - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

City Clerk

CHANGE OF AGENT

Thomas Phalin-Christman is replacing Brandon Jovanovich as agent effective immediately for Rewind bar located at 1002 Michigan Avenue.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3353	Rendez-Vous	920 Michigan Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2422	Bitter, Georgia S.	1016 Logan Avenue
2425	Bitters, Kyle A.	911 Georgia Avenue
2432	Diedrich, Brittni J.	5020 Brookfield Circle, Manitowoc
2438	Guelig, Lisa A.	2642 N. 19 th Street
2437	James, Lisa L.	506 Forest BLVD, Sheboygan Falls
2430	Marver, Ashley N.	1604 Hedgestone Lane
2433	Miller, Alexandria F.	620 S. 8 th Street #302
8986	Obremski, Kevin P.	1625 Terry Andrae Avenue
0883	Phillips, Brianna M.	418 Appleton St Apt B, Plymouth
2435	Thayer, Jennifer R.	2721 Michigan Avenue
2427	Thompson, Shelby R.	2722 Lisa Avenue

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2429	Enneper, James N.	2220 S. 11 th Steret
2428	Flunker, Angela	3616 Larkspar Way
2434	Lopez, Angela M.	926B Erie Avenue
1805	Turner, Jennifer R.	824 Ashland Avenue

*PHPS
grant all*

VI

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
October 15, 2018.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 136-18-19 by Director of Planning and Development submitting a request from Chad Pelishek of the 2019 BID Statement of Purpose dated September 12, 2018 from the Harbor Centre Business Improvement District; recommends to file 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 FINANCE AND PERSONNEL COMMITTEE

R. O. No. 136 - 18 - 19. By DIRECTOR OF PLANNING AND DEVELOPMENT.
October 8, 2018.

Submitting a request from Chad Pelishek, Director of Planning and Development, of the 2019 BID Statement of Purpose dated September 12, 2018 from the Harbor Centre Business Improvement District.

*Finance
Personnel
file*

DIRECTOR OF PLANNING AND DEVELOPMENT



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DOWNTOWN | RIVERFRONT | SOUTH PIER

BID STATEMENT OF PURPOSE (9/12/2018)

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept formed in 1990 was developed to utilize the historic strengths of the City – the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting, and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre Master Plan. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks and good roads.

The BID funds will be used to recruit new businesses, promote the area, increase tourism, provide streetscape beautification and enhancement, and organize special events.

BID BENEFICIARIES

A coordinated program aimed at increasing tourism within the Harbor Centre benefits all businesses within the BID boundaries.

The BID program is designed so that it benefits all business interests within the district.

RETAILERS:

Money generated through the BID assessment is used to develop programs to enhance the business climate in the Harbor Centre.

A comprehensive promotional program reinforces the existing promotional programs and creates new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

A business recruitment campaign helps by bringing in new businesses that will complement existing retail uses. These new businesses will also generate increased traffic.



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SERVICES PROVIDERS: Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers also benefit from the business recruitment program as new, compatible retailers and service providers are attached to the Harbor Centre. These new businesses represent potential new customers and clients.

INDUSTRIAL FIRMS: Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

PROPERTY OWNERS: Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. The property owner who has vacant property benefits from the business recruitment program as well, since it provides an opportunity to fill vacant space.

BID BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

HARBOR CENTRE EXECUTIVE DIRECTOR

EVENTS
COMMITTEE

OPERATIONS
COMMITTEE

BRANDING
COMMITTEE

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes



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BID BOARD OF DIRECTORS

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business agents, representing owners of commercial businesses in the district; six property owners, one at large member and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Board members should be representative of different areas within the district, as well as large and small businesses. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Sheboygan Tourism Board and Sheboygan County Economic Development Corporation.

BID GOALS AND OBJECTIVES

To assure a continued and successful central area development effort, the Business Improvement District will adopt a set of goals designed to create a positive business climate in Harbor Centre. The Business Improvement District's Board of Directors will follow this approach and direct activities to meet these goals.

1. Management – The Board of Directors will maintain a professional staff member who will be responsible for the following:
 - a. Recruit new business to the district.
 - b. Coordinate activities with other development groups.
 - c. Interact with city government and work together on specific programs to enhance, beautify, and maintain the visual integrity of the district.
 - d. Lobby for redevelopment programs.
 - e. Act as a clearing house for information and maintain an up to date listing of available properties for sale or rent.
 - f. Manage activities day-to-day.
 - g. Collaborate with other community groups in providing special events within the district.
2. Economic Development – The Board of Directors will coordinate its activities with the Sheboygan County Chamber of Commerce, the Sheboygan County Economic Development Corporation, and the City. The committee will work to improve the economic environment of the Harbor Centre by developing a business retention and recruitment program.
3. Arts, Culture, and Food – The Board of Directors will leverage an Arts, Culture and Food District: Arts, culture and food related events and businesses represent a defining feature of Harbor Centre's character and economy. Leveraging this unique asset by coordinated marketing, representative streetscape elements, and complementary programming will reinforce this influence and expand the economic influence of art, culture, and food amenities throughout Harbor Centre.



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4. **Connect and Cross Market** – The Board of Directors will improve physical and marketing connections, which will boost the ability of businesses to capitalize on the wide variety of amenities located in Harbor Centre. This strategy facilitates increased customer cross-over by introducing wayfinding elements for pedestrians, cyclists, and drivers. Establishing coordinated marketing activities is also a key part of this strategy.

BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.78 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property.

In addition, the following minimums and maximums will apply:

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.



2019 BID OPERATING BUDGET (Final Proposal)

Jan - Dec 19

Income

· Special Assessments	148,000.00
· Membership Dues	2,500.00
· Interest	100.00
· Website & Misc. Income	900.00
· Event Sponsorship	<u>1,000.00</u>

Total Income 152,500.00

Expense

· Wages	58,000.00
· Office Supplies and Printing	1,650.00
· Postage	200.00
· Taxes - Payroll	3,500.00
· Telephone/lpad	1,500.00
· Travel & Meetings	3,500.00
· Audit and Accounting	1,000.00
· Brochure Expense	2,500.00
· Insurance	2,000.00
· Miscellaneous	500.00
· Christmas Decorations	21,000.00
· Beautification and Enhancement	21,000.00
- City Green	3,600.00
- Pop Up Shop	5,000.00
· Events and Promotions	
General Marketing	4,000.00
Event Production	17,050.00
Event Promotion	<u>5,500.00</u>
	22,550.00
· Committee Expense	
Branding	500.00
Development	<u>500.00</u>
	1,000.00

Total Expense 152,500.00

Net Income 0.00

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. October 15, 2018.

Your Committee to whom was referred Res. No. 102-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase of (1) Full Size Drive Pickup Truck and (1) Full Size Two-Wheel Drive Pickup Truck for the Department of Public Works; 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

5.2

Res. No. 102 - 18 - 19. By Alderperson Wolf. October 1, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (1) Full Size Four-Wheel Drive Pickup Truck and (1) Full Size Two-Wheel Drive Pickup Truck for the Department of Public Works.

WHEREAS: The Motor Vehicle Division of the Department of Public Works has included funding in the 2018 Budget for the purchase of two full-size pickup trucks with standard two door cabs for the Motor Vehicle Fleet and;

WHEREAS: The cost for the vehicles is determined by State of Wisconsin contract so competitive bidding may be waived;

THEREFORE BE IT RESOLVED: That the Purchasing Agent is hereby authorized to enter into an order with Ewald Automotive Group of Oconomowoc WI for the purchase of (2) 2019 Model Chevrolet full size pickup trucks with standard two door cabs utilizing the State of Wisconsin contract, including license and title fees.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$56,113.00 on Account #70136100-641100 in payment of same.

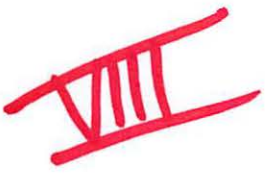
Public Works approve.



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



R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. October 15, 2018.

Your Committee to whom was referred Res. No. 104-18-19 by Alderpersons Donohue and Sorenson authorizing the appropriate City officials to execute the Evidence.com Prosecutor Services Agreement by and between Axon Enterprise, Inc. and the City of Sheboygan with regard to the use of Axon Enterprise, Inc. products and services; 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

City Matters

9.1

Res. No. 104 - 18 - 19. By Alderpersons Donohue and Sorenson.
October 1, 2018.

A RESOLUTION authorizing the appropriate City officials to execute the Evidence.com Prosecutor Services Agreement by and between Axon Enterprise, Inc. and the City of Sheboygan with regard to the use of Axon Enterprise, Inc. products and services.

RESOLVED: That the Mayor is hereby authorized to execute the Evidence.com Prosecutor Services Agreement by and between Axon Enterprise, Inc. and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

*City Clerk
approve.*

Gene Sorensen

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



EVIDENCE.COM PROSECUTOR SERVICES AGREEMENT

This Evidence.com Prosecutor Services Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote, (**Agency, Party** or collectively **Parties**), is entered into as of the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement the Parties agree as follows:

1 **Term.** The Evidence.com subscription will begin upon the Effective Date and will remain in full force and effect until terminated by either Party (**Term**).

2 **Definitions.**

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Evidence.com Service provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third party applications, or the my.evidence.com services.

"Products" means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell or to provide, is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves



the right to adjust prices or Products unless otherwise specified in the Quote.

- 3 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**).

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

- 4 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

- 5 **Evidence.com Data Security.**

5.1 Generally. Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

5.2 FBI CJIS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

- 6 **Axon Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable



efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 7** **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 8** **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place any data stored in the Agency's Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9** **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:

 - 9.1** The Termination provisions set forth in Section 23 of this Agreement;
 - 9.2** The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 9.3** If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 10** **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors



before the data is uploaded to the Evidence.com Services.

- 11** **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).
- 12** **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 13** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 14** **Payment Terms.** In the event Agency purchases any Products or Services from Axon, invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without



setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.

- 15 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase location, the Agency is responsible for sales and other taxes associated with the order.
- 16 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 17 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 18 **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 19 **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed Ten Thousand Dollars (\$10,000). This cap shall not apply to IP Indemnification pursuant to Section 21, below. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- 20 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and related software, as well as any suggestions made to Axon.
- 21 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.



Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

22 Agency Responsibilities. The Agency is responsible for (i) use of any activities under the Agency Evidence.com account and use by Agency employees and agents, (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

23 Termination.

23.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

23.2 By Agency. If applicable, the Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

23.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Indemnification, Agency Responsibilities Sections, Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

24 General.



- 24.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. Confidential Information does not include Agency Content uploaded to Evidence.com; however, Axon will not disclose Agency Content uploaded to Evidence.com, except as specifically provided in Section 7 of this Agreement.
- 24.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
- 24.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 24.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 24.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 24.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 24.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 24.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial



computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

- 24.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 24.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of Axon's rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of Axon's assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 24.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 24.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 24.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 24.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

AGENCY: Charles Adams
City Attorney
City of Sheboygan
828 Center Ave. Suite 304
Sheboygan, WI 53081



24.15 Entire Agreement. This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

24.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Agency

Signature: _____
Name: _____
Title: _____
Date: _____

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IX

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
October 15, 2018.

Your Committee to whom was referred Gen. Ord. No. 19-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the City Development Table of Organization; 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

II

Gen. Ord. No. 19 - 18 - 19. By Alderperson Rindfleisch. October 1, 2018.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the City Development Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section A.3. of section 82-33 of the supplement to the Code on file in the city clerk's office is amended as follows:

Class Title	Class Grade	NO. of Employees
A. CITY DEVELOPMENT DEPARTMENT		
Delete:		
3. Neighborhood Development Planner	J	1
Add:		
3. Community and Economic Development Planner.	K	1

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 and attached revised job descriptions shall be in effect from and after its passage and publication.

Finance + Personnel

Ronald Rindfleisch

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



Job Description

Job Title: Community and Economic Development Planner **Department:** City Development

Date Issue: 09/13/2018

Reports To: Director of Planning and Development

Classification: Exempt

Wage: Salary Range K

Position Summary

Work involves coordinating community and neighborhood related programs and activities, representing the City to neighborhood groups and community organizations, identifying community issues, designing revitalization plans, and implementing solutions. Also assists with implementation of the City's economic development strategy related to business retention, expansion and workforce recruitment activities. Facilitates cooperation between service agencies/community groups and City administration. Design programs and services to support civic league initiatives for community development.

Essential Duties & Responsibilities

1. Coordinates the neighborhood liaison process by insuring frequent communication with community representatives and City departments concerning neighborhood plans and the planning process.
2. Coordinates the development of neighborhood actions plans to ensure work quality, evaluate progress, recommend changes, identify problem areas, and evaluate success. Advises neighborhood groups on what resources are available from City departments, other jurisdictions, other neighborhood groups, foundations, etc. to meet a particular need and assists in obtaining those resources.
3. Assists in the processing of Community Development Block Grant documents, Housing Rehabilitation Program, Lead Hazard Reduction Program, redevelopment and planning activities, etc.
4. Assist with preparing state and federal grant applications and administration.
5. Collects and analyzes information on neighborhood and group trends. Generates queries and reports from database(s) to provide needed information.
6. Assists with clerical duties of the office in the absence of department personnel. May include preparing agendas/minutes and relevant planning related documents.
7. Develops training curriculum and materials to present to staff and community representatives based on identified needs. Develops and evaluates course curricula, recruits facilitators. Writes reports, letters, memos, and program descriptions. Writes procedures, guidelines and manuals. Provides information on other planning processes.
8. Represents the department in its contacts with the business community and the general public, Council, City officials, boards, and other agencies; maintains complete and accurate records and makes reports.
9. Administers revolving loan activities, develops policies and procedure, and methods to implement programs.

10. Assists Director in applying for various Federal, State and local grants and assists in the supervision of project implementation.
11. Works with businesses, lenders, developers, Chamber of Commerce, Sheboygan Squared, Sheboygan County Economic Development Corporation to coordinate business retention, expansion, and recruitment activities.
12. Assists Director on specific development and redevelopment projects, including Tax incremental Finance District creation and amendments to existing districts.
13. Represents the department in its contacts with the business community and the general public, Council, City officials, boards, and other agencies.
14. Manages downtown and neighborhood revitalization strategies through coordination with internal departments as well as outside agencies.
15. Coordinates geographic information systems (GIS) activities for the department and trains other staff on mapping and data requirements.
16. Coordinates and designs city-wide graphics and publications for internal and external departments which promotes the city's brand and communicates to residents and visitors.
17. Performs other duties as assigned.

Qualification Requirements:

1. Extensive knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to City planning and development.
2. Knowledge and demonstrated experience in neighborhood revitalization activities, grant writing, and Community Development Block Grant programs.
3. Work requires broad knowledge in a general professional or technical field. Knowledge is normally acquired through four years of college resulting in a bachelor's degree.
4. A high sense of responsibility and initiative to work independently and productively, with minimal supervision, and to work from oral and written instructions.
5. Considerable knowledge of office methods, practices, and equipment.
6. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, business math, clerical accuracy, etc. and high level of proficiency in typing, dictation.
7. Extensive knowledge of computers and programs (Word, Excel, Power Point, AS 400 and Microsoft Project, Publisher, Access and Outlook, ArcGIS, Adobe Photoshop, AutoCAD, Google Inksketch, etc.)
8. Skill in handling difficult and complex office situations and ability to undertake proper disposition of problems.
9. Ability to exercise good judgment, courtesy, and tact in dealing with general public, Common Council, Committee members, City staff, contractors, etc.
10. Ability to keep accurate statistical records and make reports.
11. Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.

Education and/or Experience

Requires a Bachelor's Degree in Urban or Regional Planning or closely related field and a minimum of three years of professional work experience in neighborhood group/association work, GIS community development, planning, development, redevelopment, grant writing.

Pre-employment Requirement

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer
In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a communication from Carol Lutz of Rockets for Schools requesting three of the City days for 2019, 2020 and 2021 for the Rockets for Schools Event at Blue Harbor.

*Finance
Personnel*

CITY CLERK



ROCKETS FOR SCHOOLS

Spaceport Sheboygan

Proudly
Sponsored By:

September 18, 2018



Miss Meredith DeBruin, City Clerk
606 North 9th Street
Sheboygan, Wisconsin 53081

Dear Miss DeBruin:

On behalf of the Rockets for Schools Board of Directors, my husband Randy and I along with our co-director, Kenny Bergschultz, we would like to take this opportunity to thank you Miss DeBruin, along with Mayor Vandersteen and the City of Sheboygan for all of the support that we so graciously received in the past.

As you know, this program is a unique educational activity designed to foster an interest in math, science and engineering in our students through their intrinsic interest in rocketry and space travel.

At this time, we are requesting three of the City Days for 2019; three of the City days for 2020; and three of the City Days for 2021, Rockets for Schools Event. Blue Harbor gave Rockets for Schools the following days: Thursday, May 9th, Friday May 10th and Saturday May 11, 2019; Thursday, May 7th; Friday, May 8th; and Saturday, May 9th, for the 2020 event; and Thursday, May 6th, Friday, May 7th and Saturday, May 8th, for the 2021 event.

We would again like to thank The City of Sheboygan for their continuous support of the Rockets for Schools Program.

If you have any questions or need us to speak to the council, please give us a call at 920.980.7760. Thank you for your help.

Sincerely,

Carol Lutz
Rockets for Schools
CC: Mayor Vandersteen

III

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a Notice of Claim from the Department of Natural Resources for alleged noncompliance with Wisconsin's storm water permitting standards at the SouthPointe Enterprise Campus site.

Finance
Personnel

CITY CLERK

Claim # 16-18

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Waukesha Service Center
141 NW Barstow Street
Room 180
Waukesha WI 53188

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 3, 2018

Ms. Meredith DeBruin, Clerk
City of Sheboygan
2026 New Jersey Ave
Sheboygan WI 53081

Subject: **Notice of Claim**

Dear Ms. DeBruin:

On August 28, 2018, the Department of Natural Resources provided the City of Sheboygan representative Ryan Sazama the Notice of Noncompliance that the department believed the City of Sheboygan was not complying with Wisconsin's storm water permitting standards at the site located at the NW ¼, NW ¼, Section 16, T14N R23E in the City of Sheboygan, Sheboygan County.

As stated in the Notice of Noncompliance, the department believes the City of Sheboygan has not followed its Wisconsin Pollutant Discharge Elimination System Permit. Section 283.33, Wisconsin Statutes, requires a person to follow a Wisconsin Pollutant Discharge Elimination System Permit for land disturbance activities of over an acre.

This letter fulfills the requirements of ss. 893.80(1) and 893.82, Wis. Stats., which requires written notice of the circumstances of a claim be served upon the state agency, employee or officer, and the attorney general within 120 days after the happening of the event which gave rise to the claim. The department believes the event that gave rise to the claim occurred in August 2018; the date a DNR staff member observed land disturbance activities that were not in compliance with permit conditions at the Site and confirmed with City of Sheboygan consultants.

If you have questions regarding this letter or storm water compliance, please call me at (262) 574-2126.

Sincerely,

Brooke Robinson
Storm Water Specialist
Division of External Services

Rec'd 10-3-18 @ 3:30 p.m.
Meredith DeBruin



August 28, 2018

Mr. Ryan Sazama
2026 New Jersey Ave
Sheboygan WI 53081

NOTICE OF NONCOMPLIANCE for SouthPointe Enterprise Campus FIN 61743

Dear Mr. Sazama:

On August 22, 2018, Department staff noted that the work being done at the SouthPointe Enterprise Campus located in the City of Sheboygan, Sheboygan County also described as the NW ¼, NW ¼, Section 16, T14N R23E is not consistent with the plans submitted to the Department and approved for permit coverage for FIN 61743. At the time of inspection, storm water specialists, Brooke Robinson and Jamie Lambert noted and reported noncompliance to both your inspector, David Robinson and Jobsite supervisor, Branden Strayer.

Two of the three ponds were constructed; however, the banks were not stabilized, and the erosion matting did not extend to the plateau of the slope to avoid undermining of the matting and failure of the pond slopes. The ponds needed to be constructed and stabilized prior to removing vegetation from the entire site.

The diversion ditches were constructed but have not been stabilized. The ditches had no slope stabilization, nor do they have ditch checks, or channel erosion mat. The diversions were directly connected to the wetlands, not giving any of the required water quality protection to the resource.

The quantity of exposed, unstabilized sediment is the source of many problems onsite. The entire site (besides the wetlands) was stripped of topsoil and the site did not have temporary or permanent stabilization. It appeared that some seed had washed off, but no mulch was used, and the seed did not take. The seeding/mulching standards have not been met per technical standards 1058 and 1059. The practices that have been initiated onsite have not been maintained. The site needs temporary or permanent stabilization if any area is not being actively worked for 14 calendar days are at final grade.

The stockpiles do not have any perimeter control, and most do not have temporary stabilization. If they are not being actively used, they require temporary stabilization after seven calendar days of inactivity. The erosion seen on the piles showed that the piles have been present and unused for longer than the maximum seven days. This was confirmed by staff onsite.

The silt fence is not being used per Technical Standard 1056. It cannot be used in a flow path or to contain runoff from the area draining to it. It is buried at the bottom of slopes or more than half full on the flatter areas. Silt fence around several of the wetlands needs to be replaced and reassessed to be sure that required practices are implemented.

There were no tracking pads installed per Technical Standard 1057 at the time of the inspections and Department staff reported viewing excessive tracking on the roads on previous occasions. Tracking needs to be prevented at each of the entrances/exits that are in use in addition to sweeping the road. The technical standard has been

recently revised to include more options to prevent tracking. The tracking pads were still not placed at the time of an inspection on 8/29/18.

The ditches along CTH OK have portions that do not have any stabilization such as seeding or matting. There are significant sediment deposits from the site going through culverts and leaving the site. There are some ditch checks, however many are buried or have been broken or lost. The ditch checks are not being installed or maintained per Technical Standard 1062 Sediment needs to be removed and the area needs to be stabilized per the plans and technical standards. The slopes leading to ditches also need to be stabilized to reduce the source area draining to the ditches.

Several wetlands onsite had sediment fill present from unmaintained best management practices failing. The practices may be inadequate for some of the slopes surrounding them and the amount of land draining to them. Please review your plans, calculations and implementation to determine if a plan revision is required as well as BMP maintenance.

Please be advised that the department is authorized to seek injunctive or other appropriate relief for violations of pollution discharge elimination laws, including forfeitures of up to \$10,000 per day of violation pursuant to s. 283.33(1), Wis. Stats. Each day of violation is considered a separate offense. In lieu of seeking forfeitures by means of civil legal action, the department may at its discretion issue citations if it finds violations for which a person is subject to civil forfeiture. If you believe that this notice has been issued in error or if you have any other questions, please contact Brooke Robinson at 262-574-2126 or at brooke.robinson@wi.gov.

Thank you for your cooperation in resolving this issue.

Sincerely,



Brooke Robinson
Storm Water Specialist

Cc: Warden Juan Gomez, WDNR
Benjamin Benninghoff, Runoff Management Program Supervisor
David Robinson, Ruekert-Mielke

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a claim from Larry Schoemer for alleged damages to his vehicle when wind blew a barricade into the hood.

Finance + Personnel

CITY CLERK

DATE RECEIVED 10-5-18

RECEIVED BY JW

CLAIM NO. 17-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

OCT 10 '18 AM 10:33
OCT 10 '18 AM 10:33

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: Larry Schoemer
- 2. Home address of Claimant: 9220 Middle Rd OOSTBURG Wis 53070
- 3. Home phone number: 920-452-9226
- 4. Business address and phone number of Claimant: _____

- 5. When did damage or injury occur? (date, time of day) 10-4-18 Sometime over Night
- 6. Where did damage or injury occur? (give full description) Gaspers Auto Clinic 1923 Oakland Ave In parking lot

- 7. How did damage or injury occur? (give full description) wind blew barricade on the hood of my Buick LaSabre

- 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: _____

- 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: _____

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").

Dents + Paint marks on the Hood of my car

11. Name and address of any other person injured: _____

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

Auto: \$ 1,357.83 or 1,182.87

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ _____

Damaged vehicle (if applicable)

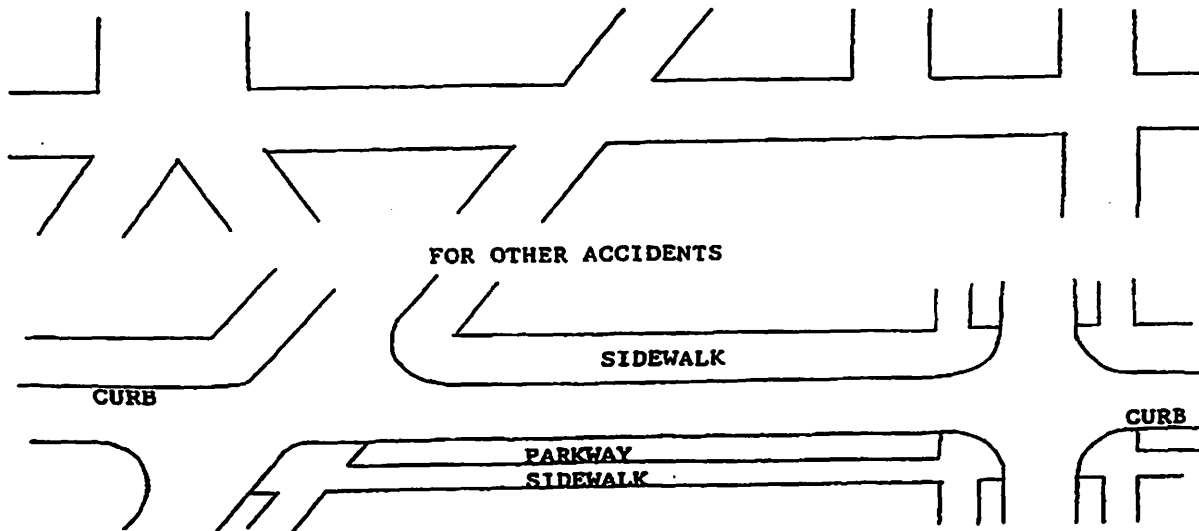
Make: Buick Model: Lesabre Year: 2005 Mileage: 108000

Names and addresses of witnesses, doctors and hospitals: _____

Brian Malwitz of Gaspers

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

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



SIGNATURE OF CLAIMANT

Larry Schoemer

DATE 10-5-18

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>Larry Schaefer</u>	Auto	\$ <u>1,357 or 1,182</u>
Claimant's Address:	<u>9220 Middle Rd</u>	Property	\$ _____
	<u>OOSTBURG Wis 53070</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-452-9226</u>	Other (Specify below)	\$ _____
			TOTAL <u>\$1,357 or 1,182</u>

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 \$ 1,357 or 1,182

SIGNED Larry Schaefer DATE: 10-5-18

ADDRESS: 9220 Middle Rd OOSTBURG, Wis 53070

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

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

10/08/2018 02:44 PM

Owner

Owner: LARRY SCHOEMER
Address: 9220 MIDDLE ROAD
City State Zip: Oostburg, WI 53070

Work/Day: (920)452-9226
FAX:

Inspection

Inspection Date: 10/08/2018 02:44 PM
Primary Impact: Front

Inspection Type:
Secondary Impact:

Appraiser Name: PATRICK KARBE
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com

Appraiser License # :
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 5

Vehicle

OEM Part Price Quote ID: ****

2005 Buick Le Sabre Custom 4 DR Sedan
6cyl Gasoline 3.8
4 Speed Automatic

Lic.Plate: 207LEW
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: MEDIUM SPIRAL GREY
Ext. Refinish: Two-Stage
Ext. Paint Code: 812K

Lic State: WI
VIN: 1G4HP52K45U208114
Mileage: 117,308
Mileage Type: Actual
Code: S4343A
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

AM/FM CD Player
Anti-Lock Brakes
Dual Airbags
Lighted Entry System

Air Conditioning
Auto Load Leveling
Intermittent Wipers
OnStar System

Alarm System
Cruise Control
Keyless Entry System
Overhead Console

Power Brakes	Power Door Locks	Power Drivers Seat
Power Mirrors	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Split Front Bench Seat
Strg Wheel Radio Control	Tilt Steering Wheel	Tinted Glass
Twilight Sentinel	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	N	6		Front Bumper Cover R&I	Additional Labor				1.6	SM
2	I	6		Cover,Front Bumper	Repair				2.0*	SM
3	L	6	13	Cover,Front Bumper	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
Front End Panel And Lamps										
4	RI	11		Grille Assembly	R & I Assembly				0.3	SM
5	RI	59		Parklamp Assembly LT	R & I Assembly				0.1	SM
6	RI	60		Parklamp Assembly RT	R & I Assembly				0.1	SM
Front Body And Windshield										
7	I	83		Panel,Hood	Repair				2.5*	SM
8	L	83		Panel,Hood	Refinish				3.6	RF
					3.0 Surface					
					0.6 Two-stage					
Manual Entries										
9	L			Cover Car Exterior	Refinish	\$5.00*				SM
10	SB			Hazardous Waste	Sublet Repair	\$5.00*				RF*
11	L			Corrosion.Protection	Refinish	\$10.00*			0.2*	SM
12	L			Flex Additive	Refinish	\$6.00*				SM
12	Items									

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		\$21.00
Paint & Materials	7.3 Hours @ \$38.00	\$277.40
Parts & Material Total		\$298.40
Tax on Parts & Material	@ 5.500%	\$16.41

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	0.7	6.1	6.8	\$394.40
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$58.00	7.3		7.3	\$423.40
Labor Total				14.1 Hours	\$817.80
Tax on Labor		@ 5.500%			\$44.98
Sublet Repairs					\$5.00
Tax on Sublet		@ 5.500%			\$0.28

Gross Total
Net Total

\$1,182.87
\$1,182.87

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
OEM Part Prices DT 10/08/2018 02:44 PM EstimateID 478650093780647936 QuoteID ****
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.555 ES 10/08/2018 03:00 PM REL 8.0.555 DT 09/01/2018 DB 10/01/2018
© 2018 Audatex North America, Inc.

1.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. 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.

Op Codes

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



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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GEORGIA AVENUE BODY SHOP, INC.
1819 GEORGIA AVENUE
SHEBOYGAN, WI 53081
PHONE: (920)458-3272 FAX: (920)458-3284

*** PRELIMINARY ESTIMATE ***

10/08/2018 02:55 PM

Owner

Owner: LARRY SCHOEMER
Address: 9220 MIDDLE RD
City State Zip: Oostburg, WI 53070

Work/Day: (920)452-9226
FAX:

Inspection

Inspection Date: 10/08/2018 02:55 PM

Inspection Type:

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave
City State Zip: Sheboygan, WI 53081
Email: gabs@gabsinc.biz

Contact: GEORGIA AVENUE
Work/Day: (920)458-3272
Work/Day:

Target Complete Date/Time:

Days To Repair: 5

Vehicle

OEM Part Price Quote ID: ****

2005 Buick Le Sabre Custom 4 DR Sedan
6cyl Gasoline 3.8
4 Speed Automatic

Lic.Plate: 207-LEW
Lic Expire:
Prod Date: 02/2005
Veh Insp# :
Condition:
Ext. Color:
Ext. Refinish: Two-Stage
Ext. Paint Code:

Lic State: WI
VIN: 1G4HP52K45U208114
Mileage:
Mileage Type: Actual
Code: S4343A
Int. Color: Graphite w/Custom Cloth Seat
Trim
Int. Refinish: Two-Stage
Int. Trim Code: 93C

Options - AudaVIN Information Received

AM/FM CD Player
Anti-Lock Brakes
Chromed Alloy Wheels
Dual Airbags
Lighted Entry System
Power Door Locks
Power Steering
Rem Trunk-L/Gate Release
Tilt Steering Wheel
Traction Control System
XM Satellite Radio

Air Conditioning
Auto Load Leveling
Cruise Control
Intermittent Wipers
Overhead Console
Power Drivers Seat
Power Windows
Split Front Bench Seat
Tinted Glass
Twilight Sentinel

Alarm System
Automatic Dimming Mirror
Driver Information Sys
Keyless Entry System
Power Brakes
Power Mirrors
Rear Window Defroster
Strg Wheel Radio Control
Tire Pressure Monitor
Velour/Cloth Seats

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R	
Front Bumper										
1	RI	6		Front Bumper Cover R&I	R & I Assembly			1.6	SM	
2	I	6		Cover,Front Bumper	Repair			1.0*	SM	
3	L	6	13	Cover,Front Bumper	Refinish			3.7	RF	
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
Front Body And Windshield										
4	I	83		Panel,Hood	Repair			5.0*	SM	
5	L	83		Panel,Hood	Refinish			3.6	RF	
					3.0 Surface					
					0.6 Two-stage					
6	RI	83		Hood Panel R & I	R & I Assembly			0.5	SM	
Manual Entries										
7	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*			SM	
8	EC			BODY REPAIR MATERIALS	Replace Economy	\$35.00*			SM*	
8				Items						
			MC	Message						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

Estimate Total & Entries

Other Parts						\$40.25			
Paint & Materials				7.3 Hours @ \$40.00		\$292.00			
Parts & Material Total									\$332.25
Tax on Parts & Material					@ 5.500%				\$18.27
Labor				Rate	Replace Hrs	Repair Hrs		Total Hrs	
Sheet Metal (SM)				\$62.00	2.1	6.0		8.1	\$502.20
Mech/Elec (ME)				\$75.00					
Frame (FR)				\$75.00					
Refinish (RF)				\$62.00	7.3			7.3	\$452.60
Labor Total								15.4 Hours	\$954.80
Tax on Labor					@ 5.500%				\$52.51
Gross Total									\$1,357.83
Net Total									\$1,357.83

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
 OEM Part Prices DT 10/08/2018 02:55 PM EstimateID 478652825736347648 QuoteID ****
 Recycled Parts NOT REQUESTED
 Rate Name Default

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Op Codes

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UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
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IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting an article published in the Milwaukee Journal Sentinel on October 4, 2018 at the request of Alderperson Bohren regarding health benefits.

Frances Personnel

CITY CLERK

Workers paying increasing share of health benefits

Employees now paying \$5,547 of premium cost

Guy Boulton Milwaukee Journal Sentinel
USA TODAY NETWORK - WISCONSIN

Workers who get health insurance through their employer now pay about \$5,500 a year, or more than \$100 a week, on average for a family coverage — and they are paying only about 29 percent of the cost.

Deductibles, co-insurance and other out-of-pocket expenses can add more than \$2,000 to a family's annual expenses.

As a result, people can struggle to

pay for coverage even with employers paying much of the costs.

That's one of the takeaways from the Kaiser Family Foundation's annual survey on the cost of health insurance provided by employers.

"Rising health care costs absolutely remain a burden for employers, but they are a bigger problem for workers as their cost-sharing has been rising really much faster than their wages," said Drew Altman, president and chief executive officer of the Kaiser Family Foundation.

The average cost of family coverage for employers and employees is \$19,616 this year, up 5 percent from last year, with workers paying \$5,547 of the pre-

mium.

The cost has increased 20 percent since 2013 and 55 percent since 2008.

The cost for single coverage is much lower: \$6,896 this year, up 3 percent, with workers contributing an average of \$1,186.

The increase in premiums, however, doesn't include deductibles and other out-of-pocket expenses — and those, too, have steadily increased.

About a quarter of workers now are in health plans with a deductible of at least \$2,000, and among employers with fewer than 200 workers, 42 percent have deductibles of at least that

See **BENEFITS**, Page 11A

MIL. JOURNAL/SENTINEL 10/4/18

Benefits

Continued from Page 10A

amount.

About 152 million Americans get health insurance through an employer.

The annual increases have slowed over the past five and 10 years compared with the sharp increases from 2000 through 2006, when the cost of family coverage increased 78 percent.

The trend is expected continue next year.

The preliminary responses to an annual survey done by Mercer, a benefits consultant, found that the cost of health benefits will increase 4.1 percent on average after changes in plan design next year.

But the increases still far outpace the increase in wages and inflation.

Altman noted that the average annual cost of family health insurance for employers and employees is the cost of a new Honda Civic.

The increases depress wages, given that employers look at total compensation costs. And health systems still consistently raise prices for health plans at a faster pace than inflation.

"Insurers and health plans are paying the health systems what the health systems want, and we have seen health prices go way up," said Gary Claxton, a vice president and director of the Health Care Marketplace Project at the Kaiser Family Foundation.

The Kaiser survey, now in its 20th year, is the most widely followed benchmark for the cost of employer health benefits. It was based on responses from almost 2,200 small and large employers this year.

The survey is in line with a recent survey by M3, a benefits consultant and insurance broker based in Madison, of its clients in Wisconsin. That survey found that health care costs increased 6.1 percent on average this year, the lowest increase since 2014.

The trend has been for increases of 5 to 7 percent for roughly a decade, said Brian Meyer, director of risk management for M3. The increases have been driven by price increases and the rising cost of prescription drugs, particularly specialty medications.

Costs vary based on the size and type of employer, location and other factors. Among the findings in the Kaiser survey:

■ Workers in small employers on average must pay a larger share of the cost of family coverage than workers in large firms — 38 percent compared with 26 percent.

■ An estimated 34 percent of workers in small employers are in a health plan for which they must pay more than half of the premium for family coverage.

■ Workers for employers in which at least 35 percent of the workers earn \$25,000 a year or less pay a larger percentage of the total cost of health insurance — 24 percent for single coverage and 42 percent for family coverage.

The Kaiser survey also found that high-deductible health plans paired with health savings or health reimbursement accounts are becoming increasingly common.

The survey found that 29 percent of employers offer a high-deductible health plan with a savings option — a 50 percent increase since 2013. The plans are more common in the Midwest, where 39 percent of workers are enrolled in health plans tied to a savings account.

Increasing deductibles has helped to keep premium increases relatively low, but the trend may be running its course as unemployment has fallen.

Employers are more wary of making changes in the design of their health plans, said Meyer of M3.

"The difficulty of attracting and retaining employees is becoming more important," he said.

At the same time, employers are focusing more on initiatives to help keep employees healthy, Meyer said. That also can be seen in the Kaiser survey: Most large employers — 70 percent — offer health risk assessments or biometric screenings to employees, and 38 percent offer incentives for them to participate.

Employers also are drawing on mobile apps or wearable devices, such as a Fitbit or Apple Watch, in their wellness or health promotion programs. Roughly one in five report that they collect some information from the devices, according to the Kaiser survey.

The high cost of providing health benefits is spurring employers to explore new ways of paying doctors and hospitals, such as so-called bundled payments, in which a health plan pays a set amount for a total episode of care, Meyer said.

More employers also are offering incentives to employees to get care from health care providers who provide quality care at a lower price.

The Alliance, an employer coalition based in Madison, for example, is pushing health systems to accept so-called bundled payments for certain types of services, such as replacing a hip or knee.

The goal is to move away from a system in which health systems and physicians are paid based on the type and number of services they provide, what is known as fee-for-service. It has been slow going.

"It's taken a ridiculously long time," said Cheryl DeMars, chief executive officer of the Alliance.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a notice of claim from American Family Insurance on behalf of their insured Carol S. Klein.

Finance Personnel

CITY CLERK

18-18



AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
6000 AMERICAN PARKWAY
MADISON WI 53783

OCT 10 '18 PM 1:07
AmFam.com
1-800-MY AMFAM® (692-6326)

October 3, 2018

CITY OF SHEBOYGAN
828 CENTER AVE #100
SHEBOYGAN WI 53081-4442

REGARDING THE LOSS FROM SEPTEMBER 24, 2018

Important insurance information required

Please review this information, and complete and return the attached form

Claim number	Date of loss	Our Insured
01-000-928291	9/24/2018	CAROL S KLEIN

We are committed to providing exceptional claims service. We appreciate your cooperation and hope to make this process as quick and easy as possible for all involved.

Our investigation indicates that you may be responsible for the damages incurred by our customer due to the incident that occurred on the above referenced date of loss. We anticipate making payments to our insured. Once payment is made, we intend to seek reimbursement from you or your insurance carrier.

If you have liability insurance that covers these costs, please share this letter with your insurance company. Additionally, **please fill out the attached form and return it in the envelope provided.**

If you do not have liability insurance, you may be personally responsible for repaying the amount for which you are liable. Please notify us if your insurance does not cover these charges, or if you are uninsured.

Once we know the final amount of our claim, we will notify you and/or your insurance company to arrange repayment details.

I am here to assist you with any questions you may have. Please use the contact information listed below to reach me. Thank you.

Kristen Navarro
Subrogation Adjuster
1-800-MYAMFAM (1-800-692-6326) Ext. 45166
knavarro@amfam.com

My Name: _____

My Insurance Company Name: _____

Policy Number: _____

Other Insured Names on my Policy: _____

Agency's Name: _____

Company Address: _____

Company Phone: _____

I have reported this loss to my insurance company. Yes No

I have liability insurance on my policy. Yes No



II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a communication from Michael L. Bartlein requesting a waiver from the Sex Offender Residency requirements in order to reside at 1108A Erie Avenue.


LHPS

CITY CLERK

Date: 10/2/2018

My name is: Michael L. BARTLEIN

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
1108 A ERIE AVE Sheboygan, WI 53081

Signature: 

Phone Number: (920) 287-4320

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a communication from Phoenix Reyes requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor.

YHPS

CITY CLERK

SEP 27 '18 PM 4:32

Date: 9/27/18

My name is: Proctor

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

Superior

Signature: [Handwritten Signature]

Phone Number: 920-316-4805

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a communication from Ricardo Lopez requesting a waiver from the Sex Offender Residency requirements in order to reside at 1427 North 10th Street.

RHS

CITY CLERK

OCT 11 '18 AM 9:50

Date: 10-11-18

My name is: Ricardo Lopez

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1427 N. 10 St.

Signature: Ricardo Lopez (920)

Phone Number: 254-4422 or 451-7827

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a communication from Ricardo Lopez requesting a waiver from the Sex Offender Residency requirements in order to reside at 1533 North 12th Street.

JHP

CITY CLERK

Date: 10-11-18

My name is: Ricardo Lopez

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

~~1111 Spring~~ 1532 N. 12. St.
Sheboygan WI 53081

Signature: Ricardo Lopez (920)

Phone Number: 451-7827 - OR cell 287-4422

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a communication from Thomas Wirth requesting a waiver from the Sex Offender Residency requirements in order to reside at 1202 North 31st Street.

LAPS

CITY CLERK

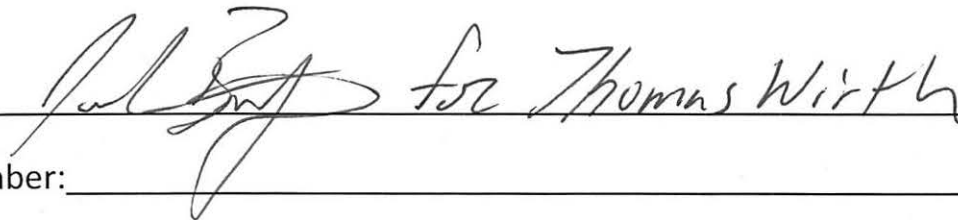
OCT 10 '18 AM 11:50

Date: 10/9/18

My name is: Thomas Wirth

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1202 N. 31st St. Sheboygan WI 53081

Signature: 

Phone Number: _____

Please contact Probation/Parole Agent **Josh Butzen** at 920-918-7894 regarding this matter.

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a communication from Joshua Martin requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor - 1427 North 10th Street.

RHS

CITY CLERK

OCT 11 '18 PM 2:31

Date: 10/11/18

My name is: Joshua Martin

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

Superior Manor
1427 N. 10th St.
Sheboygan WI 53081

Signature: 

Phone Number: 262 391 8009

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a communication from Scott Jackett requesting permission from the City of Sheboygan to bow hunt on a parcel of land behind his property at 4447 South 8th Street.

Public Works

CITY CLERK

DeBruin, Meredith

From: scott jackett <yamahayz12594@hotmail.com>
Sent: Tuesday, October 9, 2018 11:04 PM
To: DeBruin, Meredith
Subject: Hunting permission

Hello Meredith,

My name is Scott Jackett, I have recently purchased a home on south 8th street in the town of wilson. Beautiful area, I am thankful to be able to raise my recently new born son in such a great neighborhood. The reason I am writing this letter is to ask for the cities permission to bow hunt on the unoccupied parcel of woods behind my house that my property meets up with. According to boundaries and maps I have researched this property is part of the city, not the town of wilson. This property is located on the corner of lakeshore drive and weedencreek road and meets with the back of my property which is located at 4447 south 8th street. I have contacted alderman Jim Bohren and attorney Chuck Adams, who provided me with the city ordinances and turned me in your direction to ask for permission. I just wanted to make sure to take the proper steps to ask for the written permission needed.

I would like to thank you for your time taken to help me with this process and look forward to hearing back from you and the committee.

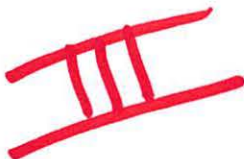
Sincerely,
Scott Jackett

My information:

Scott A Jackett
Address: 4447 south 8th street sheboygan wi 53081
Phone: 920-627-6464

--

Sent using Inbox for Hotmail



Res. No. _____ - 18 - 19. By Alderpersons Rindfleisch, Wolf, Donohue, Trester, Savaglio, Dekker, Phillips, Sorenson, Mitchell, and Bohren. October 15, 2018.

A RESOLUTION commemorating the distinguished service of Scott Lewandoske to the City of Sheboygan.

WHEREAS, Scott Lewandoske served the citizens of the City of Sheboygan as an alderperson from the 5th District for four (4) years from 2012 to 2014 and 2016 to 2018. During which time served faithfully, being a man of outstanding ability and integrity; and

WHEREAS, during his tenure as alderperson, Mr. Lewandoske served as a valuable member of numerous council committees, including Law and Licensing Committee and Salaries and Grievances Committee; Chairman of the Historical Preservation Committee and also served as Assistant City Historian and volunteered his time at the Sheboygan County Historical Research Center and Sheboygan County Historical Museum; and

WHEREAS, Mr. Lewandoske was a valuable member of the Common Council and the committees upon which he served, giving conscientious consideration to all matters that came before him and putting honesty and charity before all else, he will always be a good example to all; and

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby commemorates the distinguished service rendered by Mr. Scott Lewandoske to the City of Sheboygan throughout his years of service, expresses its sorrow in his passing, and offers his family and friends its deepest sympathy, and

BE IT FURTHER RESOLVED: That this resolution be published in this council's official proceedings, and that a suitable copy be presented to the family of Scott Lewandoske.

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
PROPERTY SOLUTIONS CONTRACTING, LLC**

**REGARDING THE INSTALLATION OF TREES AT SELECTED LOCATIONS IN THE
CITY OF SHEBOYGAN**

This Agreement ("Agreement") is made and entered into effective this 5TH day of DECEMBER, 2018 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Property Solutions Contracting, LLC ("Contractor").

WITNESSETH:

WHEREAS, the City is in need of tree planting services from a qualified provider in order to replace some of the numerous street trees that have needed to be removed; and

WHEREAS, in an effort to determine the best qualified provider to provide these tree planting services to the City, the City issued Request for Proposals #1952-18; and

WHEREAS, the City received responses, reviewed those responses, and determined that it is in the best interests of the City to have Contractor provide tree planting services for the City; and

WHEREAS, Contractor desires to provide these planting services under the terms and conditions 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 tree planting services (including the trees to be planted, as selected under Article 3) as set forth in City of Sheboygan Request for Proposals #1952-18 ("Services"). The Services shall be done in accordance with the Detailed Specifications set forth in Request for Proposals #1952-18 (the "Request for Proposals"). The Request for Proposals is hereby incorporated into the Agreement by reference as though fully set forth.

Contractor shall be responsible for:

- Obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.
- Furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.
- Giving notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be

affected by Contractor's operations, at least three (3) business days before beginning operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsible of Contractor.

- Promptly making payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this Agreement.
- Providing all necessary documentation with the City's third party payroll monitor in order to ensure that wage and hour reporting is performed in a manner acceptable to the United States Department of Labor. This may include submitting time sheets on Form WH-347 for its own and all subcontracted employees.

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.

Article 3. Responsibilities of the City

The City designates Joe Kerlin as its project manager for purposes of this Agreement.

The City's project manager shall select one or more trees from Contractor's price list, which was contained in Contractor's response to the Request for Proposals. Contractor's price list is incorporated herein by reference as though fully set forth. The City's project manager shall work with Contractor to ensure the selected tree or trees are installed at the most appropriate locations on an appropriate schedule.

Article 4. Compensation

The City shall pay Contractor for the trees selected by the City's project manager based on the prices set forth in the price list.

No later than the full execution of this Agreement, the City shall provide Contractor with a list of the trees that the City desires to have purchased and planted under this Agreement ("Initial Tree Order"). The Initial Tree Order could either be some or all of the trees that the City will order from Contractor under this Agreement. Within five (5) days of the execution of this Agreement, Contractor shall purchase those trees identified on the Initial Tree Order on behalf of the City, and within three (3) days shall submit an invoice to the City based upon the prices set forth in the price list. These trees identified on the Initial Tree Order shall be planted beginning in spring 2019.

In the event that the City provides Contractor with a subsequent list of trees that the City desires to have purchased and planted under this Agreement, Contractor shall send invoices to the City on a monthly basis, which shall be based on the trees selected by the City's project manager that were

planted in that month. Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within thirty (30) days of receipt of invoice.

The total amount paid to Contractor (for the Initial Tree Order and any subsequent order) shall not exceed Two Hundred Twenty Thousand Five Hundred Eighty Dollars (\$220,580.00). The Division I Project shall not exceed One Hundred Sixty Six Thousand Dollars (\$166,000.00). The Division II Project shall not exceed Fifty Four Thousand Five Hundred Eighty Dollars (\$54,580.00).

The invoice shall be sent to:

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

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. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Schedule

Contractor shall complete the Services by May 31, 2019, or within such extra time as may have been allowed by a mutually agreed extension. The Parties recognize that the planting of trees will not begin until spring 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 7. Workmanship and Quality of Materials

Contractor shall guarantee all plants to be healthy and in flourishing condition for one year from the date of acceptance. This guarantee does not include vandalism, storm damage, or animal damage.

The Contractor shall remove and replace (as soon as weather conditions permit) all plants not in a healthy and flourishing condition—as determined by the City Forester—at any point during the guarantee period. The replacement trees shall be furnished by Contractor. Replacement trees shall be subject to all requirements stated in this specification.

The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the City Forester may elect subsequent replacement or credit for that item or items.

Article 8. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

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.

Contractor is required to comply with OSHA regulations regarding any trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of Contractor.

Article 9. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement 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 Agreement, 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 10. 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, twenty-one (21) 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 11. 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.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 12. 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 13. 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 14. Indemnification

Contractor shall indemnify, pay the cost of defense (including attorneys' fees) and hold harmless the City and all of its officers, agents, and employees from all suits, actions, or claims of any character arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Article 15. 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. **General Liability Insurance** — Contractor shall acquire and maintain, for the duration of the Agreement, General Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall include Products-Completed Operations Aggregate of at least

\$1,000,000, Personal and Advertising Injury of at least \$1,000,000, Bodily Injury and Property Damage of at least \$1,000,000 per occurrence, Fire Damage of at least \$100,000 per fire, and Medical Expense of at least \$5,000 per person.

c. Auto Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

d. Umbrella Liability — Contractor shall acquire and maintain, for the duration of the Agreement, an Umbrella Liability coverage over its General Liability Insurance and Auto Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The deductible on the Umbrella Liability shall not be more than \$10,000.

With the prior written approval of the City's project manager, Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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.

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 24. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk	Andrew Novak
City of Sheboygan	Property Solutions Contracting, LLC
828 Center Ave.	7245 W. Concord Creek Drive
Sheboygan, Wisconsin 53083	Mequon, WI 53092

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 25. 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 26. 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 27. 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 28. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

- a. The prices in its response to the Request for Proposals 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 Request for Proposals were not knowingly disclosed—directly or indirectly—by the Contractor prior to opening of the proposals.
- c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

Article 29. Provisions Relating to Federal Funding

Division I of this Project is receiving federal funding. As such, there are certain provisions required to be included in the Agreement.

Federal Labor Standards Provisions (HUD-4010, dated 6/2009) are included in this Agreement and incorporated herein by reference.

All contracts and subcontracts relating to Division I of this Project, including this Agreement, must include the following:

- a. Section 3 of the Housing and Urban Development Act of 1968. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 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.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.
- c. The contractor agrees to send each labor organization or representatives 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, set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. 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, 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.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract 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 the contractor's obligations under 24 CFR part 135.
- f. 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.
- g. 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 contract. 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 contract 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).

Article 30. Payment and Performance Bonds

Contractor shall 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 the Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of the Contractor's Performance Bond.

If the surety on any bond issued by the Contractor becomes a party to supervision, liquidation, or rehabilitation, or its right to do business in the State of Wisconsin is terminated, Contractor shall—within thirty (30) days of the event—substitute another bond and surety, both of which must be acceptable to the City.

Article 31. Other Provisions

- a. **Term.** This Agreement shall become effective upon execution of this Contract by all parties, and except with respect to provisions that by their nature survive the conclusion of the Services, shall terminate once the Services have been completed, if not terminated earlier as provided for by this Agreement.
- b. **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).
- c. **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.
- d. **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.
- e. **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.
- f. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

- g. ~~Ambiguity~~ or Inconsistency. In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of the City and Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern.
- h. Nonexclusive Contract. The City reserves the right to purchase work or materials outside of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

BY: Michael J. Vandersteen
Michael J. Vandersteen, Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin, City Clerk


DATE: 12-4-18

PROPERTY SOLUTIONS CONTRACTING, LLC

BY: Andrew Novak
Andrew Novak, President

ATTEST: [Signature]

DATE: 12/3/18


Res. No. - 18 - 19. By Alderpersons Wolf and Sorenson. October 15, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract or contracts to obtain trees and tree planting services to replace street and park trees in the City of Sheboygan.

WHEREAS, the City of Sheboygan currently has over 1,800 plantable sites for street trees that have been lost due to age, size, or devastation by the Emerald Ash Borer; and

WHEREAS, the City desires to plant as many trees as possible on these plantable sites for street trees, recognizing that it is not financially possible to replace all 1,800 trees at once; and

WHEREAS, to that end, the City has issued Request for Proposals #1952-18, which seeks responses from nurseries to plant street and park trees; and

WHEREAS, it is expected that the responses to the Request for Proposals will be opened October 25, 2018; and

WHEREAS, staff has prepared an Agreement regarding the tree planting services, which is attached to this Resolution; and

WHEREAS, the City has identified multiple funding sources, including local funding and federal Community Development Block Grant (CDBG) funding provided by the federal Department of Housing and Urban Development (HUD) in the 2018 budget, to pay for the purchase and planting of street and park trees; and

WHEREAS, due to limitations associated with the calendar year 2018 spending, the City desires to provide as much opportunity as possible to complete as much tree planting as possible in 2018 before weather conditions make tree planting impossible; and

WHEREAS, in order to provide the best opportunity to complete as much tree planting as possible in 2018, it is appropriate to suspend the rules and pass this Resolution at the first meeting in which it is read.

NOW, THEREFORE, BE IT RESOLVED: That staff is instructed to review the responses to the Request for Proposals as quickly as possible, and determine the response or responses that maximize the number of trees planted while appropriately respecting the need for bio-diversity.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to enter into one or more contracts, in a form that matches the attached Agreement, with the respondent or respondents providing the most favorable proposal to the City of Sheboygan. In the event that it is in the best interest of the City to enter into more than one contract, the appropriate City officials are authorized to reduce the not to exceed amount in each contract so that the total not to exceed amount authorized by this

*Suspend
Pass*

Resolution is not exceeded, and to strike any sections which are rendered inapplicable by the decision to award multiple contracts.

BE IT FURTHER RESOLVED: That staff is instructed to report the outcome of the Request for Proposals to the next scheduled Public Works Committee meeting.

BE IT FURTHER RESOLVED: That the following funding sources shall be used in payment of the contract or contracts authorized by this Resolution:

2018 Parks & Forestry Budget 26553000-631100	\$ 40,000.00
2017 Community Development Block Grant 21761100-631100	\$ 66,000.00
2018 Community Development Block Grant 21861100-631100	\$110,000.00
2018 Rotary Club Donation 26553000-467101	\$ 14,580.00

All of the above funding will be used for the purchase and planting of street and park trees with the exception of \$10,000.00 which will be used for Federal Payroll and Wage monitoring with a third party contractor to assure compliance to the grant requirements.

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

CITY OF SHEBOYGAN

REQUEST FOR COMMON COUNCIL CONSIDERATION

ITEM DESCRIPTION: Resolution by Ald. Wolf to contract for the purchase and planting of street trees in the City of Sheboygan with the firm providing the proposal most advantageous to the City within the confines of the current available funding.

REPORT PREPARED BY: Bernard Rammer, Purchasing Agent

REPORT DATE: 10/10/2018

MEETING DATE: 10/15/2018

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: See Below
Budget Summary: CDBG Grant and Local Funding
Budgeted Expenditure: \$ 230,580.00
Budgeted Revenue: \$

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City has included the purchase and installation of an estimated 430 trees to replace trees removed due to damage and/or blight. There are currently over 1,800 plant-able tree sites in the City of Sheboygan. The funding is structured as follows:

2017 Community Development Block Grant	21761100-631100	\$ 66,000.00
2018 Community Development Block Grant.....	21861100-631100	\$ 110,000.00
2018 Parks & Forestry Budget.....	26553000-631100	\$ 40,000.00
Rotary Club donation.....	26553000-467101	\$ 14,580.00

STAFF COMMENTS:

The City has issued a competitive Request for Proposals and invited all commercial nurseries across the State of WI to respond. Due to timing constraints with the available amount of time left to plant prior to inclement weather and the timing of upcoming City meetings we are requesting that the Common Council pre-approve a contract with the vendor whose proposal is most advantageous to the City of Sheboygan and within the funding limitations above. All of the funding will be used for the purchase and planting of trees with the exception of \$ 10,000 which will be reserved for Federal Payroll monitoring services to be provided by a third party vendor.

ACTION REQUESTED:

A motion to suspend the rules and pass Resolution # _____ 18/19 to allow the appropriate City officials to enter into contract for the provision and planting of street trees with the vendor whose proposal is deemed most advantageous to the City of Sheboygan and within the financial limitations.

ATTACHMENTS:

- I. Res # ___18/19

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND**

**REGARDING THE INSTALLATION OF TREES AT SELECTED LOCATIONS IN THE
CITY OF SHEBOYGAN**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2018 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and _____ (“Contractor”).

WITNESSETH:

WHEREAS, the City is in need of tree planting services from a qualified provider in order to replace some of the numerous street trees that have needed to be removed; and

WHEREAS, in an effort to determine the best qualified provider to provide these tree planting services to the City, the City issued Request for Proposals #1952-18; and

WHEREAS, the City received responses, reviewed those responses, and determined that it is in the best interests of the City to have Contractor provide tree planting services for the City; and

WHEREAS, Contractor desires to provide these planting services under the terms and conditions 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 tree planting services (including the trees to be planted, as selected under Article 3) as set forth in City of Sheboygan Request for Proposals #1952-18 (“Services”). The Services shall be done in accordance with the Detailed Specifications set forth in Request for Proposals #1952-18 (the “Request for Proposals”). The Request for Proposals is hereby incorporated into the Agreement by reference as though fully set forth.

Contractor shall be responsible for:

- Obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.
- Furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.
- Giving notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be

affected by Contractor's operations, at least three (3) business days before beginning operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsible of Contractor.

- Promptly making payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this Agreement.
- Providing all necessary documentation with the City's third party payroll monitor in order to ensure that wage and hour reporting is performed in a manner acceptable to the United States Department of Labor. This may include submitting time sheets on Form WH-347 for its own and all subcontracted employees.

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.

Article 3. Responsibilities of the City

The City designates Joe Kerlin as its project manager for purposes of this Agreement.

The City's project manager shall select one or more trees from Contractor's price list, which was contained in Contractor's response to the Request for Proposals. Contractor's price list is incorporated herein by reference as though fully set forth. The City's project manager shall work with Contractor to ensure the selected tree or trees are installed at the most appropriate locations on an appropriate schedule.

Article 4. Compensation

The City shall pay Contractor for the trees selected by the City's project manager based on the prices set forth in the price list.

Contractor shall send invoices to the City on a monthly basis, and shall be based on the trees selected by the City's project manager that were planted in that month. Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within thirty (30) days of receipt of invoice. The total amount paid to Contractor shall not exceed Two Hundred Twenty Thousand Five Hundred Eighty Dollars (\$220,580.00). The Division I Project shall not exceed One Hundred Seventy Six Thousand Dollars (\$176,000.00). The Division II Project shall not exceed Fifty Four Thousand Five Hundred Eighty Dollars (\$54,580.00).

The invoice shall be sent to:

Bernie Ramer

City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

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. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Schedule

Contractor shall complete the Services by May 31, 2019, or within such extra time as may have been allowed by a mutually agreed extension.

Upon the award of this Agreement, Contractor shall promptly begin the Services, and shall complete (and invoice) as much of the Services as practicable before December 31, 2018.

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 7. Workmanship and Quality of Materials

Contractor shall guarantee all plants to be healthy and in flourishing condition for one year from the date of acceptance. This guarantee does not include vandalism, storm damage, or animal damage.

The Contractor shall remove and replace (as soon as weather conditions permit) all plants not in a healthy and flourishing condition—as determined by the City Forester—at any point during the guarantee period. The replacement trees shall be furnished by Contractor. Replacement trees shall be subject to all requirements stated in this specification.

The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the City Forester may elect subsequent replacement or credit for that item or items.

Article 8. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

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.

Contractor is required to comply with OSHA regulations regarding any trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of Contractor.

Article 9. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement 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 Agreement, 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 10. 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 11. 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.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 12. 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 13. 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 14. Indemnification

Contractor shall indemnify, pay the cost of defense (including attorneys' fees) and hold harmless the City and all of its officers, agents, and employees from all suits, actions, or claims of any character arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Article 15. 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. General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, General Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall include Products-Completed Operations Aggregate of at least \$1,000,000, Personal and Advertising Injury of at least \$1,000,000, Bodily Injury and Property Damage of at least \$1,000,000 per occurrence, Fire Damage of at least \$100,000 per fire, and Medical Expense of at least \$5,000 per person.
- c. Auto Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Umbrella Liability – Contractor shall acquire and maintain, for the duration of the Agreement, an Umbrella Liability coverage over its General Liability Insurance and Auto Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The deductible on the Umbrella Liability shall not be more than \$10,000.

With the prior written approval of the City's project manager, Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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.

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 24. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 25. 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 26. 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 27. 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 28. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

- a. The prices in its response to the Request for Proposals 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 Request for Proposals were not knowingly disclosed—directly or indirectly—by the Contractor prior to opening of the proposals.
- c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

Article 29. Provisions Relating to Federal Funding

Division I of this Project is receiving federal funding. As such, there are certain provisions required to be included in the Agreement.

Federal Labor Standards Provisions (HUD-4010, dated 6/2009) are included in this Agreement and incorporated herein by reference.

All contracts and subcontracts relating to Division I of this Project, including this Agreement, must include the following:

- a. Section 3 of the Housing and Urban Development Act of 1968. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 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.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.

- c. The contractor agrees to send each labor organization or representatives 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, set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. 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, 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.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract 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 the contractor's obligations under 24 CFR part 135.
- f. 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.
- g. 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 contract. 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 contract 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).

Article 30. Other Provisions

- a. **Term.** This Agreement shall become effective upon execution of this Contract by all parties, and shall terminate once the Services have been completed, if not terminated earlier as provided for by this Agreement.
- b. **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).
- c. **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.

- d. **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.
- e. **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.
- f. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- g. **Ambiguity or Inconsistency.** In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of the City and Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern.
- h. **Nonexclusive Contract.** The City reserves the right to purchase work or materials outside of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

III

Res. No. - 18 - 19. By Alderperson Rindfleisch. October 15, 2018.

RESOLUTION AWARDING THE SALE OF \$3,800,000* TAXABLE GENERAL OBLIGATION REFUNDING BONDS.

WHEREAS, on October 1, 2018, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of taxable general obligation refunding bonds for the public purpose of refunding certain outstanding obligations of the City, to wit: a portion of the Taxable Note Anticipation Notes, dated July 2, 2018 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations on their maturity date for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

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;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WFPF") to take the steps necessary to sell general obligation refunding bonds designated "Taxable General Obligation Refunding Bonds" (the "Bonds") to pay the cost of the Refunding;

WHEREAS, WFPF, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on November 5, 2018;

WHEREAS, the City Clerk (in consultation with WFPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on November 5, 2018;

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

*Preliminary, subject to change.

Finance
+ Personnel

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

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

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

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000)* from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$3,800,000*; shall be dated December 5, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per

*Preliminary, subject to change.

*Preliminary, subject to change.

annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2019. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on December 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2018 through 2037 for payments due in the years 2019 through 2038 in the amounts set forth on the Schedule.

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

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, dated December 5, 2018" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the

event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

DRAFT

Section 17. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2018.

Dated _____, 20____, _____, City Clerk

Approved _____, 20____, _____, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R-____ CITY OF SHEBOYGAN \$ _____
TAXABLE GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:
ISSUE:

December 1, _____ December 5, 2018 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$3,800,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain obligations of the City, as authorized by a resolution adopted on November 5, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on December 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of

Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

III

Res. No. _____ - 18 - 19. By Alderperson Rindfleisch. October 15, 2018.

RESOLUTION AWARDING THE SALE OF \$5,100,000* GENERAL OBLIGATION REFUNDING BONDS.

WHEREAS, on October 1, 2018, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of general obligation refunding bonds for the public purpose of refunding certain outstanding obligations of the City, to wit: a portion of the Taxable Note Anticipation Notes, dated July 2, 2018 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations on their maturity date for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPPF") to take the steps necessary to sell general obligation refunding bonds designated "General Obligation Refunding Bonds" (the "Bonds") to pay the cost of the Refunding;

WHEREAS, WPPF, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on November 5, 2018;

WHEREAS, the City Clerk (in consultation with WPPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on November 5, 2018;

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

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the

* Preliminary, subject to change.

Finance
+
Personnel

City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

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

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FIVE MILLION ONE HUNDRED THOUSAND DOLLARS (\$5,100,000)* from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$5,100,000*; shall be dated December 5, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2019. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest

*Preliminary, subject to change.

payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on December 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2018 through 2037 for payments due in the years 2019 through 2038 in the amounts set forth on the Schedule.

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

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, dated December 5, 2018" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

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

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

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

income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

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

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

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

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall

be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City

Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

DRAFT

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2018.

Dated _____, 20__ . _____, City Clerk

Approved _____, 20__ . _____, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:
ISSUE:
December 1, _____ December 5, 2018 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$5,100,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain obligations of the City, as authorized by a resolution adopted on November 5, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on December 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

III

Res. No. _____ - 18 - 19. By Alderpersons Bohren and Rindfleisch.
October 15, 2018.

A RESOLUTION authorizing the Contract Extension by and between Grota Appraisals, LLC (Assessor) and the City of Sheboygan, Sheboygan County, Wisconsin (City).

RESOLVED: That the City of Sheboygan hereby agrees to extend the same terms and conditions of the 2016 - 2018 assessment contract for the calendar year 2019. The annual fee for service for 2019 due to Grota Appraisals, LLC is \$276,210.

WHEREAS: As a result of this Contract Extension, Grota Appraisals, LLC agrees to continue use of the professional version of Market Drive PC assessment software to continue performance of annual assessment functions and assign uniform and equitable assessments for all properties in the City.

WHEREAS: The City incurs no additional fees or expenses to use or maintain this version of the software and derives all benefits provided by the program and Grota Appraisals, LLC provides property information for display to the general public using AssessorData.Org website.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to validate this Contract Extension.

*Finances
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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. XX-18-19 by Alderpersons Rindfleisch and Bohren authorizing the contract extension between Grota Appraisals, LLC and the City of Sheboygan.

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: October 2, 2018

MEETING DATE: October 15, 2018

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Since 2016, Grota Appraisals, LLC has provided appraisal services to the City of Sheboygan on a contract basis. The original contract was from 2016 – 2018. Per the contract, Grota Appraisals, LLC utilizes a professional version of Market Drive PC assessment software to perform annual assessment functions and assign uniform and equitable assessments for all properties in the city. The city incurs no additional fees or expenses to use or maintain this version of the software and derives all benefits provided by the program. Per the contract, Grota Appraisals, LLC provides property information for display to the general public using the AssessorData.Org website.

STAFF COMMENTS:

City staff met with Grota Appraisals, LLC during the summer months to review and discuss the terms of a one year contract extension for the 2019 calendar year. The annual fee for service for 2019 due to Grota Appraisals, LLC is \$276,210. Coordination of the Assessor's Office, managed by Grota Appraisals, LLC staff is facilitated by the Finance Department.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. XX-18-19 authorizing the Contract Extension between Grota Appraisals, LLC and the City of Sheboygan for 2019 assessment services.

ATTACHMENTS:

- I. Res. No. XX-18-19

III

Res. No. _____ - 18 - 19. By Alderpersons Donohue and Sorenson.
October 15, 2018.

A RESOLUTION authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems.

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats., "Joint Powers Agreement," requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement - Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2019, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice.

ALPS

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

**JOINT POWERS AGREEMENT
SHEBOYGAN COUNTY AND CITY OF SHEBOYGAN
911 EMERGENCY SYSTEMS**

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats., "Joint Powers Agreement," requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the City of Sheboygan as follows:

1. That effective January 1, 2019, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2019.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

Dated this ___ day of _____, 2018.

SHEBOYGAN COUNTY

BY: _____
Cory L. Roeseler
Sheriff

Dated this ___ day of _____, 2018.

CITY OF SHEBOYGAN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

This Agreement is authorized by and in accordance with Res.
No. ____ - 18 – 19.

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
October 15, 2018.

Your Committee to whom was referred Res. No. 101-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (Adopt-a-Beach); recommends approving the Resolution as amended.

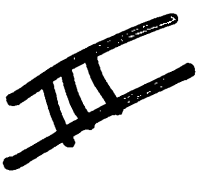
reg

_____ 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



Res. No. 101 - 18 - 19. (amended) By Alderpersons Rindfleisch and Bohren.
October 1, 2018.

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purpose of:

Establish estimated revenue and appropriation for grant received from the Greater Milwaukee Foundation for Adopt-A-Beach and Adopt-A-Habitat programs.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund City Development Contributions 40061100-467101	Capital Project Fund City Development Contracted Services 40061100-521900	\$12,500.00

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. 101 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
October 1, 2018.

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purpose of:

Establish estimated revenue and appropriation for grant received from the Greater Milwaukee Foundation for Adopt-A-Beach and Adopt-A-Habitat programs.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund City Development Contributions 40061100-467101	General Fund City Development Contracted Services 40061100-521900	\$12,500.00

*Finance
Personnel
approve w/
amendment
to account fund
named*

Rand Rindfleisch

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

IX

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. October 15, 2018.

Your Committee to whom was referred Gen. Ord. No. 20-18-19 by Alderperson Wolf creating timed parking limits on the west side of South 8th Street between New Jersey Avenue and Virginia Avenue; recommends approving the Ordinance.

ref

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~A~~

7.2

Gen. Ord. No. 20-18 - 19. By Alderperson Wolf. October 1, 2018.

AN ORDINANCE creating timed parking limits on the west side of South 8th Street between New Jersey Avenue and Virginia Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of South 8th Street from 90' north of the north curb line of New Jersey Avenue to 175' north of the north curb line of New Jersey Avenue is hereby added to the list of locations where parking is limited to a maximum of 15 minutes.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Public Works 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

VII

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. October 15, 2018.

Your Committee to whom was referred R. C. No. 111-18-19 by Licensing, Hearings, and Public Safety Committee and Gen. Ord. No. 8-18-19 by Alderpersons Donohue and Rindfleisch repealing Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions"; recommends to file the document.

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

IX

5.9

R. C. No. III - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 20, 2018.

Your Committee to whom was referred Gen. Ord. No. 8-18-19 by Alderpersons Donohue and Rindfleisch repealing Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions"; submits to council with no committee recommendation.

*ref Donohue/Rindfleisch
refer back to LHP
file*

[Signature]

[Signature]

[Signature]

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. 8 - 18 - 19. By Alderpersons Donohue and Rindfleisch.
July 16, 2018.

AN ORDINANCE repealing Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions."

WHEREAS, in recent years, several communities in Wisconsin have had their Sexual Offender Residency Restrictions ruled unconstitutional by state and federal courts because of concerns that such ordinances do not provide clear evidence that the restrictions protect citizens and concerns regarding due process; and

WHEREAS, the Wisconsin Legislature has pre-empted municipalities from regulating the residency of the most dangerous sexual offenders, instead imposing its own restrictions; and

WHEREAS, the primary purpose of Sheboygan's restrictions are to provide notice to neighbors regarding offenders who are moving to their neighborhood, and current statutes already provide neighbors and potential neighbors with such information; and

WHEREAS, an all-too-common effect of denial of residency is homelessness, a circumstance that is more dangerous not only for convicted offenders but for all citizens; and

WHEREAS, it is the sense of the council that it would be better to allow the Sheboygan Police Department to focus on informing and protecting neighbors and allowing the professionals with the Department of Corrections to focus on providing the best and safest alternative residences for those who would be affected by Sheboygan's restrictions.

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

Section 1. Article VIII of Chapter 70 of the Municipal Code is hereby repealed.

*no recommendation
lay over until 8-20-18*

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.

Ronald Riefers

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

VIII

R. C. No. _____ - 18 - 19. By COMMITTEE OF THE WHOLE. October 15, 2018.

Your Committee to whom was referred R. C. No. 139-18-19 by Finance and Personnel Committee and Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends approving the Resolution with the following amendment:

SPECIAL REVENUE FUNDS

Cable TV Fund

Increase Capital Outlay - Communication Equipment \$80,000.

Copy Over

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

5.7

R. C. No. 139 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
September 17, 2018.

Your Committee to whom was referred Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends passing the Resolution with the following amendment:

SPECIAL REVENUE FUNDS

Cable TV Fund

Increase Capital Outlay - Communication Equipment \$80,000.

Con

Ronald Rindfleisch
[Signature]

James A. Boh
[Signature]

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. 94 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 4, 2018.

A RESOLUTION establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council Committees have duly considered and discussed a budget for 2019 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 15, 2018 as required, and

WHEREAS, The 2019 budget requires a tax levy to partially finance the appropriations.

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

Budgeted revenue estimates and expenditure appropriations for the year 2019 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, Convention Center Debt Service, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, TID 18, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

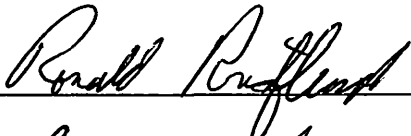
Refer to
Finance + Personnel

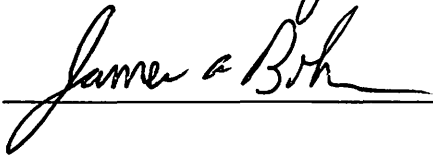
Public Works

approve with
caveats

BE IT FURTHER RESOLVED: that the Personnel Schedule as presented in the 2019 budget be approved, and

BE IT FURTHER RESOLVED: that the property tax levy required to finance the 2019 Budget is \$23,770,487.





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

2019 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2019 Executive
Revenue							
Taxes	\$16,639,228	\$3,991,321	\$7,358,181	\$1,690,775	\$0	\$511,547	\$30,191,052
Licenses and Permits	921,240	610,000	0	0	0	34,200	1,565,440
Intergovernmental Revenue	14,397,303	0	19,825	8,359,913	0	2,926,478	25,703,519
Intergovernmental Charges for Services	258,000	1,836,171	0	0	0	10,758,426	12,852,597
Charges for Services	1,679,822	2,034,740	0	0	9,400	18,318,476	22,042,438
Fines and Forfeitures	271,000	750,000	0	0	0	0	1,021,000
Miscellaneous Revenue	342,425	668,569	540,465	11,247,026	24,000	1,499,822	14,322,307
Interfund Transfers	2,717,605	225,000	1,117,132	150,000	0	1,107,499	5,317,236
Total Revenue	\$37,226,623	\$10,115,801	\$9,035,603	\$21,447,714	\$33,400	\$35,156,448	\$113,015,589
Expenditures							
General Government	\$3,911,025	\$903,447	\$1,500	\$3,280,000	\$0	\$9,750,499	\$17,846,471
Public Safety	21,782,447	1,237,643	0	691,025	0	0	23,711,115
Public Works	9,017,575	59,000	0	12,363,429	0	20,113,782	41,553,786
Health and Human Services	201,337	0	0	0	750	0	202,087
Culture and Recreation	2,673,178	5,778,852	0	229,770	0	0	8,681,800
Conservation and Development	347,928	1,352,824	197,089	6,867,917	0	0	8,765,738
Transfers and other expenses	194,082	875,000	15,650,511	2,654,817	1,250	7,601,270	26,976,930
Total Expenditures	\$38,127,572	\$10,206,766	\$15,849,080	\$26,086,958	\$2,000	\$37,465,551	\$127,737,927
Excess of revenues over (under) expenditures	-\$900,949	-\$90,965	-\$6,813,477	-\$4,639,244	\$31,400	-\$2,309,103	-\$14,722,338
Fund Balance, January 1	\$19,078,761	\$1,348,773	\$17,375,830	\$7,789,986	\$2,051,126	\$0	\$47,644,476
Fund Balance, December 31	\$18,177,812	\$1,257,808	\$10,562,353	\$3,150,742	\$2,082,526	\$0	\$35,231,241
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$83,038,389	\$83,038,389
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$80,729,286	\$80,729,286
Net Property Tax Required	\$16,435,705	\$2,509,321	\$3,421,889	\$892,025	\$0	\$511,547	\$23,770,487

**GENERAL FUND
BUDGET SUMMARY**

	<u>2016</u> Actual	<u>2017</u> Actual	<u>2018</u> Amended	<u>2018</u> Estimated	<u>2019</u> Requested	<u>2019</u> Executive
Revenue						
Taxes	15,164,406	15,617,079	16,444,228	16,444,228	16,639,228	16,639,228
Licenses and Permits	1,202,490	1,070,035	879,850	918,400	921,240	921,240
Intergovernmental Revenue	14,207,490	14,258,857	14,235,784	14,480,769	14,397,303	14,397,303
Intergovernmental Charges for Services	192,078	212,174	227,000	248,000	258,000	258,000
Charges for Services	1,756,903	1,721,972	1,621,196	1,690,856	1,679,822	1,679,822
Fines and Forfeitures	309,263	354,853	269,000	265,940	271,000	271,000
Miscellaneous Revenue	357,686	440,350	393,615	354,065	342,425	342,425
Interfund Transfers	2,844,044	2,811,255	2,895,454	2,957,970	2,717,605	2,717,605
Total Revenue	36,034,360	36,486,575	36,966,127	37,360,228	37,226,623	37,226,623
Expense						
General Government	3,637,688	3,200,016	3,797,119	3,699,182	3,906,241	3,911,025
Public Safety	21,880,886	20,153,959	20,792,897	21,172,884	22,152,354	21,782,447
Public Works	7,939,509	8,270,133	8,600,207	8,627,292	9,017,575	9,017,575
Health and Human Services	233,451	221,626	192,440	193,600	201,337	201,337
Culture and Recreation	2,521,877	2,502,128	2,566,224	2,599,447	2,673,178	2,673,178
Conservation and Development	257,317	646,478	333,009	330,209	347,928	347,928
Transfers and other expenses	598,121	118,426	1,367,278	5,559,758	194,082	194,082
Total Expenditures	37,068,849	35,112,766	37,649,174	42,182,372	38,492,695	38,127,572
Excess of revenue over (under) expenditures	-1,034,489	1,373,809	-683,047	-4,822,144	-1,266,072	-900,949
Fund Balance, Beginning Year	23,561,585	22,527,096	23,900,905	23,900,905	19,078,761	19,078,761
Fund Balance, Ending Year*	22,527,096	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812
*Ending Fund Balance consists of:						
Uncommitted	20,678,882	21,104,856	21,241,406	16,774,495	15,766,556	16,131,679
Committed	1,848,214	2,796,049	1,976,452	2,304,266	2,046,133	2,046,133
	22,527,096	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812

**SPECIAL REVENUE FUNDS
BUDGET SUMMARY**

	2016 <u>Actual</u>	2017 <u>Actual</u>	2018 <u>Amended</u>	2018 <u>Estimated</u>	2019 <u>Requested</u>	2019 <u>Executive</u>
Revenue						
Taxes	3,851,767	4,010,842	3,927,829	3,928,051	3,991,321	3,991,321
Licenses and Permits	598,520	642,712	625,000	610,000	610,000	610,000
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	859,923	1,157,416	1,305,075	1,704,556	1,836,171	1,836,171
Charges for Services	1,907,070	2,202,458	1,923,750	1,959,559	2,034,740	2,034,740
Fines and Forfeitures	732,004	705,477	902,000	750,000	750,000	750,000
Miscellaneous Revenue	1,322,890	1,145,138	867,469	768,944	668,569	668,569
Interfund Transfers	92,636	750,844	0	225,000	225,000	225,000
Total Revenue	9,364,810	10,614,887	9,551,123	9,946,110	10,115,801	10,115,801
Expenditures						
General Government	1,101,831	1,410,411	1,212,179	1,057,979	903,447	903,447
Public Safety	1,146,979	1,257,486	1,084,974	1,256,623	1,237,643	1,237,643
Public Works	8	15,878	8,804	18,812	59,000	59,000
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	5,169,208	5,306,060	5,435,635	5,501,954	5,778,852	5,778,852
Conservation and Development	1,965,969	1,451,011	1,123,542	1,731,435	1,352,824	1,352,824
Transfers and other expenses	875,683	1,519,222	867,930	875,000	875,000	875,000
Total Expenditures	10,259,678	10,960,068	9,733,064	10,441,803	10,206,766	10,206,766
Excess of revenues over (under) expenditures	-894,868	-345,181	-181,941	-495,693	-90,965	-90,965
Fund Balance, Beginning Year	3,084,515	2,189,647	1,844,466	1,844,466	1,348,773	1,348,773
Fund Balance, Ending Year	2,189,647	1,844,466	1,662,525	1,348,773	1,257,808	1,257,808

**DEBT SERVICE FUNDS
BUDGET SUMMARY**

	2016 <u>Actual</u>	2017 <u>Actual</u>	2018 <u>Amended</u>	2018 <u>Estimated</u>	2019 <u>Requested</u>	2019 <u>Executive</u>
Revenue						
Taxes	6,216,284	6,167,633	6,775,665	6,665,058	7,358,181	7,358,181
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenues	25,017	20,995	21,556	21,556	19,825	19,825
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,680,552	694,580	561,029	9,456,867	540,465	540,465
Interfund Transfers	2,344,678	1,596,780	1,313,054	1,303,054	1,117,132	1,117,132
Total Revenue	16,266,531	8,479,988	8,671,304	17,446,535	9,035,603	9,035,603
Expenditures						
General Government	420,938	53,090	1,350	4,200	1,500	1,500
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	904,745	1,111,733	298,939	322,003	197,069	197,069
Transfers and other expenses	15,542,344	8,501,664	8,105,001	8,372,480	15,650,511	15,650,511
Total Expenditures	16,868,027	9,666,487	8,405,290	8,698,683	15,849,080	15,849,080
Excess of revenues over (under) expenditures	-601,496	-1,186,499	266,014	8,747,852	-6,813,477	-6,813,477
Fund Balance, Beginning Year	10,415,973	9,814,477	8,627,978	8,627,978	17,375,830	17,375,830
Fund Balance, Ending Year	9,814,477	8,627,978	8,893,992	17,375,830	10,562,353	10,562,353

**CAPITAL IMPROVEMENT FUNDS
BUDGET SUMMARY**

	2016	2017	2018	2018	2019	2019
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
Revenue						
Taxes	1,746,546	1,681,879	1,728,257	1,728,257	1,690,775	1,690,775
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	400,461	1,640,314	1,674,641	547,000	8,359,913	8,359,913
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,673,086	6,399,047	17,923,763	25,553,500	11,247,026	11,247,026
Interfund Transfers	<u>1,119,000</u>	<u>3,132,962</u>	<u>3,608,692</u>	<u>8,718,692</u>	<u>150,000</u>	<u>150,000</u>
Total Revenue	10,939,093	12,854,202	24,935,353	36,547,449	21,447,714	21,447,714
Expenditures						
General Government	0	65,373	7,625,021	7,550,000	3,280,000	3,280,000
Public Safety	195,470	676,349	2,723,182	2,379,350	691,025	691,025
Public Works	2,892,844	5,700,150	9,797,282	4,181,048	12,363,429	12,363,429
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	724,466	281,040	276,896	232,388	229,770	229,770
Conservation and Development	2,983,218	5,683,144	6,521,029	17,736,424	6,867,917	6,867,917
Transfers and other expenses	<u>1,111,492</u>	<u>956,087</u>	<u>2,852,887</u>	<u>2,919,882</u>	<u>2,654,817</u>	<u>2,654,817</u>
Total Expenditures	7,907,490	13,362,143	29,796,297	34,999,092	26,086,958	26,086,958
Excess of revenues over (under) expenditures	3,031,603	-507,941	-4,860,944	1,548,357	-4,639,244	-4,639,244
Fund Balance, Beginning Year	3,717,967	6,749,570	6,241,629	6,241,629	7,789,986	7,789,986
Fund Balance, Ending Year	6,749,570	6,241,629	1,380,685	7,789,986	3,150,742	3,150,742

**PROPRIETARY FUNDS
BUDGET SUMMARY**

	2016	2017	2018	2018	2019	2019
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
Revenue						
Taxes	511,547	511,547	511,547	511,547	511,547	511,547
Licenses and Permits	17,000	31,800	32,000	34,200	34,200	34,200
Intergovernmental	2,627,871	2,800,772	2,737,272	2,762,270	2,926,478	2,926,478
Intergovernmental Charges for Services	9,577,403	9,571,693	10,127,783	9,848,752	10,758,426	10,758,426
Charges for Services	16,339,600	16,660,227	17,371,940	18,305,297	18,318,476	18,318,476
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	1,478,258	1,150,119	1,006,291	1,075,935	1,499,822	1,499,822
Interfund Transfers	1,008,694	959,015	947,790	956,291	1,107,499	1,107,499
Total Revenue	31,560,373	31,685,173	32,734,623	33,494,292	35,156,448	35,156,448
Expenditures						
General Government	8,333,770	8,765,077	9,543,244	9,262,848	9,944,667	9,750,499
Public Safety	0	0	0	0	0	0
Public Works	13,793,911	16,311,951	19,622,824	19,133,275	20,113,782	20,113,782
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	7,372,875	7,403,265	7,017,528	7,271,864	7,601,270	7,601,270
Total Expenditures	29,500,556	32,480,293	36,183,596	35,667,987	37,659,719	37,465,551
Excess of revenues over (under) expenditures	2,059,817	(795,120)	(3,448,973)	(2,173,695)	(2,503,271)	(2,309,103)
Fund Balance, Beginning Year	83,947,387	86,007,204	85,212,084	85,212,084	83,038,389	83,038,389
Fund Balance, Ending Year	86,007,204	85,212,084	81,763,111	83,038,389	80,535,118	80,729,286

**FIDUCIARY FUNDS
BUDGET SUMMARY**

	2016 <u>Actual</u>	2017 <u>Actual</u>	2018 <u>Amended</u>	2018 <u>Estimated</u>	2019 <u>Requested</u>	2019 <u>Executive</u>
Revenue						
Taxes	0	0	0	0	0	0
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	16,810	11,611	9,400	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	91,571	165,530	7,864	16,750	24,000	24,000
Interfund Transfers	0	0	0	0	0	0
Total Revenue	108,381	177,141	17,264	26,150	33,400	33,400
Expenditures						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	450	12,138	750	750	750	750
Culture and Recreation	0	312,409	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	3,154	1,250	1,250	1,250	1,250	1,250
Total Expenditures	3,604	325,797	2,000	2,000	2,000	2,000
Excess of revenues over (under) expenditures	104,777	(148,656)	15,264	24,150	31,400	31,400
Fund Balance, Beginning Year	2,070,855	2,175,632	2,026,976	2,026,976	2,051,126	2,051,126
Fund Balance, Ending Year	2,175,632	2,026,976	2,042,240	2,051,126	2,082,526	2,082,526

VII

R. C. No. _____ - 18 - 19. By COMMITTEE OF THE WHOLE. October 15, 2018.

Your Committee to whom was referred R. C. No. 140-18-19 by Licensing, Hearings, and Public Safety Committee and a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends to accept and file documents.

Lays over

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

5.8

R. C. No. 140 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 17, 2018.

Your Committee to whom was referred a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends approving the Resolution.

Cow

Ben Seese
Mayor Eugene Novak
Russell Rindfleisch

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. 94 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 4, 2018.

A RESOLUTION establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council Committees have duly considered and discussed a budget for 2019 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 15, 2018 as required, and

WHEREAS, The 2019 budget requires a tax levy to partially finance the appropriations.

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

Budgeted revenue estimates and expenditure appropriations for the year 2019 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, Convention Center Debt Service, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, TID 18, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

Refer to
Finance & Personnel
Public Works

BE IT FURTHER RESOLVED: that the Personnel Schedule as presented in the 2019 budget be approved, and

BE IT FURTHER RESOLVED: that the property tax levy required to finance the 2019 Budget is \$23,770,487.

 Ronald Ruffland
 James A. Boh

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

2019 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2019 Executive
Revenue							
Taxes	\$16,639,228	\$3,991,321	\$7,358,181	\$1,890,775	\$0	\$511,547	\$30,191,052
Licenses and Permits	921,240	610,000	0	0	0	34,200	1,565,440
Intergovernmental Revenue	14,397,303	0	19,825	8,359,913	0	2,926,478	25,703,519
Intergovernmental Charges for Services	258,000	1,836,171	0	0	0	10,758,428	12,852,597
Charges for Services	1,679,822	2,034,740	0	0	9,400	18,318,476	22,042,438
Fines and Forfeitures	271,000	750,000	0	0	0	0	1,021,000
Miscellaneous Revenue	342,425	688,569	540,465	11,247,026	24,000	1,499,822	14,322,307
Interfund Transfers	2,717,605	225,000	1,117,132	150,000	0	1,107,499	5,317,238
Total Revenue	\$37,226,623	\$10,115,801	\$9,035,603	\$21,447,714	\$33,400	\$35,156,448	\$113,015,589
Expenditures							
General Government	\$3,911,025	\$903,447	\$1,500	\$3,280,000	\$0	\$9,750,499	\$17,846,471
Public Safety	21,782,447	1,237,643	0	691,025	0	0	23,711,115
Public Works	9,017,575	59,000	0	12,363,429	0	20,113,762	41,553,786
Health and Human Services	201,337	0	0	0	750	0	202,087
Culture and Recreation	2,673,178	5,778,852	0	229,770	0	0	8,681,800
Conservation and Development	347,928	1,362,824	197,089	6,867,917	0	0	8,765,738
Transfers and other expenses	194,082	875,000	15,650,511	2,654,817	1,250	7,601,270	26,976,930
Total Expenditures	\$38,127,572	\$10,206,766	\$15,849,080	\$26,086,958	\$2,000	\$37,465,551	\$127,737,927
Excess of revenues over (under) expenditures	-\$900,949	-\$90,965	-\$6,813,477	-\$4,639,244	\$31,400	-\$2,309,103	-\$14,722,338
Fund Balance, January 1	\$19,078,761	\$1,348,773	\$17,375,830	\$7,789,986	\$2,051,126	\$0	\$47,644,476
Fund Balance, December 31	\$18,177,812	\$1,257,808	\$10,562,353	\$3,150,742	\$2,082,526	\$0	\$35,231,241
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$83,038,389	\$83,038,389
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$80,729,286	\$80,729,286
Net Property Tax Required	\$16,435,705	\$2,509,321	\$3,421,889	\$892,025	\$0	\$511,547	\$23,770,487

**GENERAL FUND
BUDGET SUMMARY**

	2016 <u>Actual</u>	2017 <u>Actual</u>	2018 <u>Amended</u>	2018 <u>Estimated</u>	2019 <u>Requested</u>	2019 <u>Executive</u>
Revenue						
Taxes	15,164,406	15,617,079	16,444,228	16,444,228	16,639,228	16,639,228
Licenses and Permits	1,202,490	1,070,035	879,850	918,400	921,240	921,240
Intergovernmental Revenue	14,207,490	14,258,857	14,235,784	14,480,769	14,397,303	14,397,303
Intergovernmental Charges for Services	192,078	212,174	227,000	248,000	258,000	258,000
Charges for Services	1,756,903	1,721,972	1,621,198	1,690,856	1,679,822	1,679,822
Fines and Forfeitures	309,263	354,853	269,000	265,940	271,000	271,000
Miscellaneous Revenue	357,686	440,350	393,616	354,065	342,425	342,425
Interfund Transfers	2,844,044	2,811,255	2,895,454	2,957,970	2,717,605	2,717,605
Total Revenue	36,034,360	36,486,575	36,986,127	37,360,228	37,226,623	37,226,623
Expense						
General Government	3,637,688	3,200,016	3,797,119	3,699,182	3,906,241	3,911,025
Public Safety	21,860,886	20,153,959	20,792,897	21,172,884	22,152,354	21,782,447
Public Works	7,939,509	8,270,133	8,600,207	8,627,292	9,017,575	9,017,575
Health and Human Services	233,451	221,626	192,440	193,600	201,337	201,337
Culture and Recreation	2,521,877	2,502,128	2,566,224	2,599,447	2,673,178	2,673,178
Conservation and Development	257,317	646,478	333,009	330,209	347,928	347,928
Transfers and other expenses	598,121	118,426	1,367,278	5,559,758	194,062	194,062
Total Expenditures	37,068,849	35,112,766	37,649,174	42,182,372	38,492,695	38,127,572
Excess of revenue over (under) expenditures	-1,034,489	1,373,809	-683,047	-4,822,144	-1,266,072	-900,949
Fund Balance, Beginning Year	23,661,585	22,527,098	23,900,905	23,900,905	19,078,761	19,078,761
Fund Balance, Ending Year*	22,527,098	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812
*Ending Fund Balance consists of:						
Uncommitted	20,678,862	21,104,856	21,241,406	16,774,495	15,766,556	16,131,679
Committed	1,848,214	2,796,049	1,976,452	2,304,266	2,046,133	2,046,133
	22,527,098	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812

**SPECIAL REVENUE FUNDS
BUDGET SUMMARY**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
Revenue						
Taxes	3,851,767	4,010,842	3,927,829	3,928,051	3,991,321	3,991,321
Licenses and Permits	598,520	642,712	625,000	610,000	610,000	610,000
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	859,923	1,157,416	1,305,075	1,704,558	1,836,171	1,836,171
Charges for Services	1,907,070	2,202,458	1,923,750	1,959,559	2,034,740	2,034,740
Fines and Forfeitures	732,004	705,477	902,000	750,000	750,000	750,000
Miscellaneous Revenue	1,322,890	1,145,138	867,469	768,944	688,569	688,569
Interfund Transfers	92,636	750,844	0	225,000	225,000	225,000
Total Revenue	9,394,810	10,614,887	9,551,123	9,946,110	10,115,801	10,115,801
Expenditures						
General Government	1,101,831	1,410,411	1,212,179	1,057,979	903,447	903,447
Public Safety	1,146,979	1,257,486	1,084,974	1,256,623	1,237,643	1,237,643
Public Works	8	15,878	8,804	18,812	59,000	59,000
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	5,169,208	5,306,060	5,435,635	5,501,954	5,778,852	5,778,852
Conservation and Development	1,985,989	1,451,011	1,123,542	1,731,435	1,352,824	1,352,824
Transfers and other expenses	875,683	1,519,222	867,930	875,000	875,000	875,000
Total Expenditures	10,259,678	10,960,088	9,733,064	10,441,803	10,206,766	10,206,766
Excess of revenues over (under) expenditures	-894,868	-345,181	-181,941	-495,693	-90,965	-90,965
Fund Balance, Beginning Year	3,084,515	2,189,647	1,844,466	1,844,466	1,348,773	1,348,773
Fund Balance, Ending Year	2,189,647	1,844,466	1,662,525	1,348,773	1,257,808	1,257,808

**DEBT SERVICE FUNDS
BUDGET SUMMARY**

	<u>2016</u> Actual	<u>2017</u> Actual	<u>2018</u> Amended	<u>2018</u> Estimated	<u>2019</u> Requested	<u>2019</u> Executive
Revenue						
Taxes	6,216,284	6,167,633	6,775,665	6,685,058	7,358,181	7,358,181
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenues	25,017	20,995	21,556	21,558	19,825	19,825
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,680,652	694,580	561,029	9,456,867	540,465	540,465
Interfund Transfers	2,344,678	1,596,780	1,313,054	1,303,054	1,117,132	1,117,132
Total Revenue	16,265,531	8,479,998	8,671,304	17,446,535	9,035,603	9,035,603
Expenditures						
General Government	420,938	63,090	1,350	4,200	1,500	1,500
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	904,745	1,111,733	288,939	322,003	197,069	197,069
Transfers and other expenses	15,542,344	8,501,664	8,105,001	8,372,480	15,650,511	15,650,511
Total Expenditures	16,868,027	9,666,487	8,405,290	8,698,683	15,849,080	15,849,080
Excess of revenues over (under) expenditures	-601,496	-1,186,499	266,014	8,747,852	-6,813,477	-6,813,477
Fund Balance, Beginning Year	10,415,973	9,814,477	8,627,978	8,627,978	17,375,830	17,375,830
Fund Balance, Ending Year	9,814,477	8,627,978	8,893,992	17,375,830	10,562,353	10,562,353

**CAPITAL IMPROVEMENT FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	1,746,546	1,681,879	1,728,257	1,728,257	1,690,775	1,690,775
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	400,481	1,640,314	1,674,641	547,000	8,359,913	8,359,913
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,673,086	6,399,047	17,923,763	25,553,500	11,247,026	11,247,026
Interfund Transfers	<u>1,119,000</u>	<u>3,132,892</u>	<u>3,608,692</u>	<u>8,718,692</u>	<u>150,000</u>	<u>150,000</u>
Total Revenue	10,939,093	12,854,202	24,935,353	36,547,449	21,447,714	21,447,714
Expenditures						
General Government	0	65,373	7,625,021	7,550,000	3,280,000	3,280,000
Public Safety	195,470	676,349	2,723,182	2,379,350	691,025	691,025
Public Works	2,892,844	5,700,150	9,797,282	4,181,048	12,363,429	12,363,429
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	724,466	281,040	276,896	232,388	229,770	229,770
Conservation and Development	2,983,218	5,983,144	6,521,029	17,736,424	6,867,917	6,867,917
Transfers and other expenses	<u>1,111,492</u>	<u>956,087</u>	<u>2,852,887</u>	<u>2,919,882</u>	<u>2,654,817</u>	<u>2,654,817</u>
Total Expenditures	7,907,490	13,362,143	29,796,297	34,999,092	26,086,958	26,086,958
Excess of revenues over (under) expenditures	3,031,603	-507,941	-4,860,944	1,548,357	-4,639,244	-4,639,244
Fund Balance, Beginning Year	3,717,967	6,749,570	6,241,629	6,241,629	7,789,986	7,789,986
Fund Balance, Ending Year	<u>6,749,570</u>	<u>6,241,629</u>	<u>1,380,685</u>	<u>7,789,986</u>	<u>3,150,742</u>	<u>3,150,742</u>

**PROPRIETARY FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2018</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	511,547	511,547	511,547	511,547	511,547	511,547
Licenses and Permits	17,000	31,800	32,000	34,200	34,200	34,200
Intergovernmental	2,827,871	2,800,772	2,737,272	2,762,270	2,926,478	2,926,478
Intergovernmental Charges for Services	9,577,403	9,571,693	10,127,783	9,848,752	10,758,428	10,758,426
Charges for Services	16,339,600	16,660,227	17,371,940	18,305,297	18,318,476	18,318,476
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	1,478,258	1,150,119	1,008,291	1,075,935	1,499,822	1,499,822
Interfund Transfers	1,008,694	959,016	947,790	956,291	1,107,499	1,107,499
Total Revenue	31,560,373	31,685,173	32,734,623	33,494,292	35,156,448	35,156,448
Expenditures						
General Government	8,333,770	8,765,077	9,543,244	9,262,848	9,944,667	9,750,499
Public Safety	0	0	0	0	0	0
Public Works	13,793,911	16,311,951	19,622,824	19,133,275	20,113,782	20,113,782
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	7,372,875	7,403,265	7,017,528	7,271,864	7,601,270	7,601,270
Total Expenditures	29,500,556	32,480,293	36,183,596	35,667,987	37,659,719	37,465,551
Excess of revenues over (under) expenditures	2,059,817	(795,120)	(3,448,973)	(2,173,695)	(2,503,271)	(2,309,103)
Fund Balance, Beginning Year	83,947,387	86,007,204	85,212,084	85,212,084	83,038,389	83,038,389
Fund Balance, Ending Year	86,007,204	85,212,084	81,763,111	83,038,389	80,535,118	80,729,286

**FIDUCIARY FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	0	0	0	0	0	0
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	16,810	11,611	9,400	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	91,571	165,530	7,884	16,750	24,000	24,000
Interfund Transfers	0	0	0	0	0	0
Total Revenue	108,381	177,141	17,284	26,150	33,400	33,400
Expenditures						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	450	12,138	750	750	750	750
Culture and Recreation	0	312,409	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	3,154	1,250	1,250	1,250	1,250	1,250
Total Expenditures	3,604	325,797	2,000	2,000	2,000	2,000
Excess of revenues over (under) expenditures	104,777	(148,656)	15,284	24,150	31,400	31,400
Fund Balance, Beginning Year	2,070,855	2,175,632	2,026,976	2,026,976	2,051,126	2,051,126
Fund Balance, Ending Year	2,175,632	2,026,976	2,042,240	2,051,126	2,082,526	2,082,526

VII

R. C. No. _____ - 18 - 19. By COMMITTEE OF THE WHOLE. October 15, 2018.

Your Committee to whom was referred R. C. No. 141-18-19 by Public Works Committee and a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends to accept and file documents.

Layover

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk


Approved _____ 20____. _____, Mayor

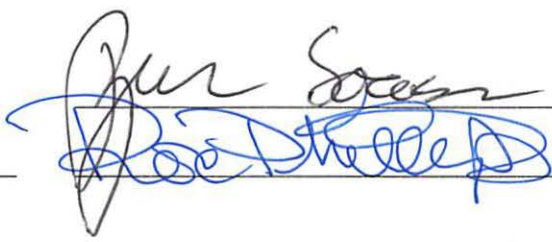
VII

R. C. No. 141 - 18 - 19. By PUBLIC WORKS COMMITTEE. September 17, 2018.

Your Committee to whom was referred a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends approving the Resolution.

Con





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. 94 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 4, 2018.

A RESOLUTION establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council Committees have duly considered and discussed a budget for 2019 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 15, 2018 as required, and

WHEREAS, The 2019 budget requires a tax levy to partially finance the appropriations.

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

Budgeted revenue estimates and expenditure appropriations for the year 2019 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, Convention Center Debt Service, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, TID 18, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

Refer to
Finance Personnel
4/1/18
Public Works

BE IT FURTHER RESOLVED: that the Personnel Schedule as presented in the 2019 budget be approved, and

BE IT FURTHER RESOLVED: that the property tax levy required to finance the 2019 Budget is \$23,770,487.

Ronald Ruffland
James A. Boh

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

2019 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2019 Executive
Revenue							
Taxes	\$16,639,228	\$3,991,321	\$7,358,181	\$1,690,775	\$0	\$511,547	\$30,191,052
Licenses and Permits	921,240	610,000	0	0	0	34,200	1,565,440
Intergovernmental Revenue	14,397,303	0	19,825	8,359,913	0	2,926,478	25,703,519
Intergovernmental Charges for Services	258,000	1,836,171	0	0	0	10,758,428	12,852,597
Charges for Services	1,679,822	2,034,740	0	0	9,400	18,318,478	22,042,438
Fines and Forfeitures	271,000	750,000	0	0	0	0	1,021,000
Miscellaneous Revenue	342,425	668,569	540,465	11,247,026	24,000	1,499,822	14,322,307
Interfund Transfers	2,717,605	225,000	1,117,132	150,000	0	1,107,499	5,317,238
Total Revenue	\$37,226,623	\$10,115,801	\$9,035,603	\$21,447,714	\$33,400	\$35,156,448	\$113,015,589
Expenditures							
General Government	\$3,911,025	\$803,447	\$1,500	\$3,280,000	\$0	\$9,750,499	\$17,846,471
Public Safety	21,782,447	1,237,643	0	691,025	0	0	23,711,115
Public Works	9,017,575	59,000	0	12,363,429	0	20,113,762	41,553,786
Health and Human Services	201,337	0	0	0	750	0	202,087
Culture and Recreation	2,673,178	5,778,852	0	229,770	0	0	8,681,800
Conservation and Development	347,928	1,352,824	197,089	6,867,917	0	0	8,765,738
Transfers and other expenses	194,082	875,000	15,850,511	2,654,817	1,250	7,601,270	26,976,930
Total Expenditures	\$38,127,572	\$10,206,766	\$15,849,080	\$26,086,958	\$2,000	\$37,465,551	\$127,737,927
Excess of revenues over (under) expenditures	-\$900,949	-\$80,965	-\$6,813,477	-\$4,639,244	\$31,400	-\$2,309,103	-\$14,722,338
Fund Balance, January 1	\$19,078,761	\$1,348,773	\$17,375,830	\$7,769,986	\$2,051,126	\$0	\$47,644,476
Fund Balance, December 31	\$18,177,812	\$1,257,808	\$10,562,353	\$3,150,742	\$2,082,526	\$0	\$35,231,241
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$83,038,389	\$83,038,389
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$80,729,286	\$80,729,286
Net Property Tax Required	\$16,435,705	\$2,509,321	\$3,421,889	\$892,025	\$0	\$511,547	\$23,770,487

**GENERAL FUND
BUDGET SUMMARY**

	2016 <u>Actual</u>	2017 <u>Actual</u>	2018 <u>Amended</u>	2018 <u>Estimated</u>	2019 <u>Requested</u>	2019 <u>Executive</u>
Revenue						
Taxes	15,164,406	15,617,079	16,444,228	16,444,228	16,639,228	16,639,228
Licenses and Permits	1,202,490	1,070,035	879,850	918,400	921,240	921,240
Intergovernmental Revenue	14,207,490	14,258,857	14,235,784	14,480,769	14,397,303	14,397,303
Intergovernmental Charges for Services	182,078	212,174	227,000	248,000	258,000	258,000
Charges for Services	1,756,903	1,721,972	1,621,196	1,690,856	1,679,822	1,679,822
Fines and Forfeitures	309,263	354,853	269,000	265,940	271,000	271,000
Miscellaneous Revenue	357,686	440,350	393,616	354,065	342,425	342,425
Interfund Transfers	2,844,044	2,811,255	2,895,454	2,957,970	2,717,605	2,717,605
Total Revenue	36,034,360	36,486,575	36,986,127	37,380,228	37,226,623	37,226,623
Expense						
General Government	3,637,688	3,200,016	3,797,119	3,699,182	3,906,241	3,911,025
Public Safety	21,860,886	20,153,959	20,792,897	21,172,884	22,152,354	21,782,447
Public Works	7,939,509	8,270,133	8,600,207	8,627,292	9,017,575	9,017,575
Health and Human Services	233,451	221,626	192,440	193,600	201,337	201,337
Culture and Recreation	2,521,877	2,502,128	2,566,224	2,599,447	2,673,178	2,673,178
Conservation and Development	257,317	646,478	333,009	330,209	347,928	347,928
Transfers and other expenses	598,121	118,426	1,367,278	5,559,758	194,082	194,082
Total Expenditures	37,068,849	35,112,766	37,649,174	42,182,372	38,492,695	38,127,572
Excess of revenue over (under) expenditures	-1,034,489	1,373,809	-683,047	-4,822,144	-1,266,072	-900,949
Fund Balance, Beginning Year	23,861,585	22,527,098	23,900,905	23,900,905	19,078,761	19,078,761
Fund Balance, Ending Year*	22,527,098	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812
*Ending Fund Balance consists of:						
Uncommitted	20,678,882	21,104,856	21,241,408	16,774,495	15,766,556	16,131,679
Committed	1,848,214	2,795,049	1,976,452	2,304,266	2,046,133	2,046,133
	22,527,098	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812

**SPECIAL REVENUE FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	3,851,767	4,010,842	3,927,829	3,928,051	3,991,321	3,991,321
Licenses and Permits	598,520	642,712	625,000	610,000	610,000	610,000
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	859,923	1,157,416	1,305,075	1,704,558	1,836,171	1,836,171
Charges for Services	1,907,070	2,202,458	1,923,750	1,959,559	2,034,740	2,034,740
Fines and Forfeitures	732,004	705,477	902,000	750,000	750,000	750,000
Miscellaneous Revenue	1,322,890	1,145,138	867,469	768,944	668,569	668,569
Interfund Transfers	92,638	750,844	0	225,000	225,000	225,000
Total Revenue	9,364,810	10,614,887	9,551,123	9,946,110	10,115,801	10,115,801
Expenditures						
General Government	1,101,831	1,410,411	1,212,179	1,057,979	903,447	903,447
Public Safety	1,146,979	1,257,486	1,084,974	1,256,623	1,237,643	1,237,643
Public Works	8	15,878	8,804	18,812	59,000	59,000
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	5,169,208	5,306,060	5,435,635	5,501,954	5,778,852	5,778,852
Conservation and Development	1,965,989	1,451,011	1,123,542	1,731,435	1,352,824	1,352,824
Transfers and other expenses	875,683	1,519,222	867,930	875,000	875,000	875,000
Total Expenditures	10,259,678	10,960,088	9,733,084	10,441,803	10,206,766	10,206,766
Excess of revenues over (under) expenditures	-894,868	-345,181	-181,941	-495,693	-90,965	-90,965
Fund Balance, Beginning Year	3,084,515	2,189,647	1,844,466	1,844,466	1,348,773	1,348,773
Fund Balance, Ending Year	2,189,647	1,844,466	1,662,525	1,348,773	1,257,808	1,257,808

**DEBT SERVICE FUNDS
BUDGET SUMMARY**

	<u>2016</u> Actual	<u>2017</u> Actual	<u>2018</u> Amended	<u>2018</u> Estimated	<u>2019</u> Requested	<u>2019</u> Executive
Revenue						
Taxes	6,216,284	6,167,633	6,775,666	6,665,058	7,358,181	7,358,181
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenues	25,017	20,995	21,556	21,556	19,825	19,826
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,680,552	694,580	581,029	9,456,867	540,465	540,465
Interfund Transfers	2,344,678	1,598,780	1,313,054	1,303,054	1,117,132	1,117,132
Total Revenue	16,266,531	8,479,988	8,671,304	17,446,535	9,035,603	9,035,603
Expenditures						
General Government	420,938	53,090	1,350	4,200	1,500	1,500
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	904,745	1,111,733	298,939	322,003	197,089	197,069
Transfers and other expenses	15,542,344	8,501,664	8,105,001	8,372,480	15,660,511	15,650,511
Total Expenditures	16,868,027	9,666,487	8,405,290	8,698,683	15,849,080	15,849,080
Excess of revenues over (under) expenditures	-601,496	-1,186,499	266,014	8,747,852	-6,813,477	-6,813,477
Fund Balance, Beginning Year	10,415,973	9,814,477	8,627,978	8,627,978	17,375,830	17,375,830
Fund Balance, Ending Year	9,814,477	8,627,978	8,893,992	17,375,830	10,562,353	10,562,353

**CAPITAL IMPROVEMENT FUNDS
BUDGET SUMMARY**

	<u>2016</u> Actual	<u>2017</u> Actual	<u>2018</u> Amended	<u>2018</u> Estimated	<u>2019</u> Requested	<u>2019</u> Executive
Revenue						
Taxes	1,746,546	1,681,879	1,728,257	1,728,257	1,690,775	1,690,775
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	400,461	1,640,314	1,674,641	547,000	8,359,913	8,359,913
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,673,086	6,399,047	17,923,763	25,553,600	11,247,028	11,247,026
Interfund Transfers	<u>1,119,000</u>	<u>3,132,992</u>	<u>3,608,692</u>	<u>8,718,692</u>	<u>150,000</u>	<u>150,000</u>
Total Revenue	10,939,093	12,854,202	24,935,353	36,547,449	21,447,714	21,447,714
Expenditures						
General Government	0	65,373	7,625,021	7,550,000	3,280,000	3,280,000
Public Safety	195,470	676,349	2,723,182	2,379,350	691,025	691,025
Public Works	2,892,844	5,700,150	9,797,262	4,181,048	12,363,429	12,363,429
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	724,466	281,040	276,896	232,388	229,770	229,770
Conservation and Development	2,983,218	5,683,144	6,521,029	17,736,424	6,867,917	6,867,917
Transfers and other expenses	<u>1,111,492</u>	<u>956,087</u>	<u>2,852,887</u>	<u>2,919,882</u>	<u>2,654,817</u>	<u>2,654,817</u>
Total Expenditures	7,807,490	13,362,143	29,796,297	34,999,092	26,086,958	26,086,958
Excess of revenues over (under) expenditures	3,031,603	-507,941	-4,860,944	1,548,357	-4,639,244	-4,639,244
Fund Balance, Beginning Year	3,717,967	6,749,570	6,241,629	6,241,629	7,789,986	7,789,986
Fund Balance, Ending Year	<u>6,749,570</u>	<u>6,241,629</u>	<u>1,380,685</u>	<u>7,789,986</u>	<u>3,150,742</u>	<u>3,150,742</u>

**PROPRIETARY FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	511,547	511,547	511,547	511,547	511,547	511,547
Licenses and Permits	17,000	31,800	32,000	34,200	34,200	34,200
Intergovernmental	2,827,871	2,800,772	2,737,272	2,762,270	2,926,478	2,926,478
Intergovernmental Charges for Services	9,577,403	9,571,693	10,127,783	9,848,752	10,758,426	10,758,426
Charges for Services	16,339,800	16,660,227	17,371,940	18,305,297	18,318,476	18,318,476
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	1,478,258	1,150,119	1,006,291	1,075,935	1,499,822	1,499,822
Interfund Transfers	1,008,694	959,015	947,790	956,291	1,107,499	1,107,499
Total Revenue	31,560,373	31,685,173	32,734,623	33,494,292	35,156,448	35,156,448
Expenditures						
General Government	8,333,770	8,765,077	9,543,244	9,262,848	9,944,667	9,750,499
Public Safety	0	0	0	0	0	0
Public Works	13,793,911	16,311,951	19,622,824	19,133,275	20,113,782	20,113,782
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	7,372,875	7,403,265	7,017,528	7,271,864	7,601,270	7,601,270
Total Expenditures	29,500,556	32,480,293	36,183,596	35,667,987	37,659,719	37,465,551
Excess of revenues over (under) expenditures	2,059,817	(795,120)	(3,448,973)	(2,173,695)	(2,503,271)	(2,309,103)
Fund Balance, Beginning Year	83,947,357	86,007,204	85,212,084	85,212,084	83,038,389	83,038,389
Fund Balance, Ending Year	86,007,204	85,212,084	81,763,111	83,038,389	80,535,118	80,729,288

**FIDUCIARY FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	0	0	0	0	0	0
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	16,810	11,611	9,400	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	91,571	165,630	7,884	16,750	24,000	24,000
Interfund Transfers	0	0	0	0	0	0
Total Revenue	108,381	177,141	17,284	26,150	33,400	33,400
Expenditures						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	450	12,138	750	750	750	750
Culture and Recreation	0	312,409	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	3,154	1,250	1,250	1,250	1,250	1,250
Total Expenditures	3,604	325,797	2,000	2,000	2,000	2,000
Excess of revenues over (under) expenditures	104,777	(148,656)	15,284	24,150	31,400	31,400
Fund Balance, Beginning Year	2,070,855	2,175,632	2,026,976	2,026,976	2,051,126	2,051,126
Fund Balance, Ending Year	2,175,632	2,026,976	2,042,240	2,051,126	2,082,526	2,082,526

~~X~~
Gen. Ord. No. - 18 - 19 . By Alderpersons Donohue and Rindfleisch.
October 15, 2018.

AN ORDINANCE repealing and recreating Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions."

WHEREAS, in recent years, several communities in Wisconsin have had their Sexual Offender Residency Restrictions ruled unconstitutional or otherwise unenforceable by state and federal courts because of concerns that such ordinances do not provide clear evidence that the restrictions protect citizens and concerns regarding due process; and

WHEREAS, the Wisconsin Legislature has pre-empted municipalities from regulating the residency of the most dangerous sexual offenders, instead imposing its own restrictions; and

WHEREAS, the primary purpose of Sheboygan's current restrictions are to provide notice to neighbors regarding offenders who are moving to their neighborhood, and current statutes already provide neighbors and potential neighbors with such information; and

WHEREAS, an all-too-common effect of denial of residency is homelessness, a circumstance that is more dangerous not only for convicted offenders but for all citizens; and

WHEREAS, it is the sense of the council that it would be better to allow the Sheboygan Police Department to focus on informing and protecting neighbors and allowing the professionals with the Department of Corrections to focus on providing the best and safest alternative residences for those who would be affected by Sheboygan's restrictions; and

WHEREAS, it is the sense of the council that a limited and appropriate level of residency restrictions and review thereof by elected officials should still remain aimed at those most likely to be dangerous to the general public.

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

Section 1. Article VIII of Chapter 70 of the Municipal Code is hereby repealed and recreated to read as follows:

AHS

"ARTICLE VIII. - SEXUAL OFFENDER RESIDENCY RESTRICTIONS

Sec. 70-261. - Finding and intent.

- (a) Sexual offenders who prey on strangers, including children, are sexual predators who present a threat to public safety that cannot easily be mitigated via notification provisions. Such offenders are likely to use physical violence and to repeat their offenses. This makes the cost of sexual offender victimization to society at large in such situations, while incalculable, clearly exorbitant.
- (b) It is the intent of this article not to impose a criminal penalty but rather to serve the city's compelling interest to promote, protect, and improve the health, safety, and welfare of the citizens of the city by creating areas around locations where children regularly congregate in concentrated numbers wherein sexual offenders and sexual predators who prey on strangers are prohibited from establishing temporary or permanent residence.

Sec. 70-262. - Definitions.

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

Child means a person under the age of 16 for the purposes of this article.

Designated offender means any person who is required to register under Wis. Stat. § 301.45 for any sexual offense against a child or any person who is required to register under Wis. Stat. § 301.45 and who has been designated a Special Bulletin Notification (SBN) sex offender pursuant to Wis. Stat. §§ 301.46(2) and (2m).

Minor means a person under the age of 17.

Permanent residence means a place where the person abides, lodges, or resides for 14 or more consecutive days.

Temporary residence means a place where the person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address or a place where the person routinely abides, lodges, or resides for a period of four

or more consecutive or non-consecutive days in any month and which is not the person's permanent residence.

Sec. 70-263. - Sexual offender and sexual predator residence; prohibition; penalties; exceptions.

- (a) *Prohibited location of residence.* It is unlawful for any designated offender to establish a permanent residence or temporary residence within 1,000 feet of any school, licensed day care center, park, recreational trail, playground or place of worship unless that person meets one or more of the exceptions contained in subsection (e), or has received a waiver pursuant to section 70-265.
- (b) *Prohibited activity.* It is unlawful for any designated offender to participate in a holiday event involving children less than 18 years of age, such as distributing candy or other items to children. Holiday events in which the offender is the parent or guardian of the children involved, and no non-familial children are present, are exempt from this paragraph. Participation is to be defined as actively taking part in the event.
- (c) *Measurement of distance.*
 - (1) For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to nearest outer property line of a school, licensed day care center, park, recreational trail, playground or place of worship.
 - (2) The city engineer shall prepare, maintain and file with the city clerk an official map showing prohibited locations as defined by this article. The engineer shall update the map at least annually to reflect any changes in the location of prohibited zones and file said updated map with the city clerk. These shall be designated on the map as child safety zones.
- (d) *Penalties.* A person who violates any provision of this article shall be punished by a forfeiture not exceeding \$500.00. Each day a person maintains a residence in violation of this article constitutes a separate violation. The City of Sheboygan may also seek equitable relief.

(e) *Exceptions.* A designated offender residing within a prohibited area as described in subsection (a) does not commit a violation of this section if any of the following apply:

- (1) The person established the permanent residence or temporary residence and reported and registered the residence pursuant to Wis. Stat. § 301.45 before the effective date of this article.
- (2) The person is a minor and is not required to register under Wis. Stat. § 301.45 or § 301.46.
- (3) The school, licensed day care center, park, recreational trail or playground within 1,000 feet of the person's permanent residence was opened after the person established the permanent residence or temporary residence and reported and registered the residence pursuant to Wis. Stat. §301.45.
- (4) The residence is also the primary residence of the person's parents, grandparents, siblings, spouse or children, provided that such parent, grandparent, sibling, spouse or child established the residence at least two years before the designated offender established residence at the location.
- (5) The person is residing at a transitional living program (TLP) facility funded by the department of corrections/ community corrections within the city.

Sec. 70-264. - Property owners prohibited from renting real property to certain sexual offenders and sexual predators; penalties.

- (a) It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to this article, if such place, structure, or part thereof, trailer or other conveyance, is located within a prohibited location zone described in section 70-263(a), and not subject to an exception set forth in section 70-263(e) above or a waiver pursuant to section 70-265.
- (b) A property owner's failure to comply with this section shall constitute a violation of this article, and shall subject the property owner to the penalties set forth in section 70-263(d).

Sec. 70-265. - Waiver.

- (a) The above 1,000-foot requirements may be waived upon approval by the chief of police or his/her designee (hereafter, "the chief") through appeal by the designated offender affected. Such appeal shall be made in writing to the chief.
- (b) The chief shall consider the public interest, all relevant statutes and ordinances, and the designated offender's concerns. The chief shall also consider the nature of the designated offender's sexual offenses, denying waivers only in circumstances where the applicant's offenses involved strangers. The chief shall inform the designated offender in writing of the results of his or her review of the waiver. If the chief denies the waiver, he or she shall inform the designated offender that the offender may appeal the denial of the waiver by so indicating to the chief in writing within fourteen days after the chief's denial.
- (c) If any offender appeals the denial of a waiver pursuant to subsection (b) above, the chief shall immediately notify the city clerk and chair of the licensing, hearings, and public safety committee of such appeal, the name of the designated offender, and the address at which the offender wishes to reside. The chair shall then place the matter on the agenda of a committee meeting for the purposes of an appeal hearing. Said hearing shall take place between seven and thirty days after the chief receives notice of the appeal from the offender. Said time limits may be waived by the offender.
- (d) At the hearing, the committee shall hear evidence from the chief and from the offender or his or her representative, as well as any other person whose testimony it deems relevant. The committee, in its deliberation, shall consider the nature of the sexual offenses committed by the offender, the needs of the offender in order to reintegrate as a productive member of the community, the public interest in safety, and all relevant statutes and ordinances. After deliberation, the committee shall forward its decision in writing via the minutes or otherwise to the chief and to the offender."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 18 - 19. By Alderperson Wolf. October 15, 2018.

AN ORDINANCE limiting parking to two hours between 8:00 a.m. to 5:00 p.m. Monday through Friday on the north side of Cooper Avenue between Calumet Drive and North 20th Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the north side of Cooper Avenue from 45' west of the west curb line of Calumet Drive to 115' west of the west curb line of Calumet Drive is hereby added to the list of locations with a 2-hour parking limit between 8:00 a.m. to 5:00 p.m. Mondays through Fridays.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~VI~~

4.1

R. O. No. 122 - 18 - 19. By CITY PLAN COMMISSION. October 1, 2018.

Your Commission to whom was referred Gen. Ord. No. 17-18-19 by Alderperson Rindfleisch and R. O. No. 118-18-19 by City Clerk for an application from Guske Electric Inc. for a change in the zoning classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 25, 2018, and after due consideration, recommends approval of the General Ordinance and R. O.

*Lays over
ref*

CITY PLAN COMMISSION

~~IX~~

6.1

Gen. Ord. No. 17 - 18 - 19. By Alderperson Rindfleisch. September 17, 2018.

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 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI) 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 Suburban Industrial (SI) Classification:

Property located at 3411 Lakeshore Road (Parcel #59281712841):

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT

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

Ronald Rindfleisch

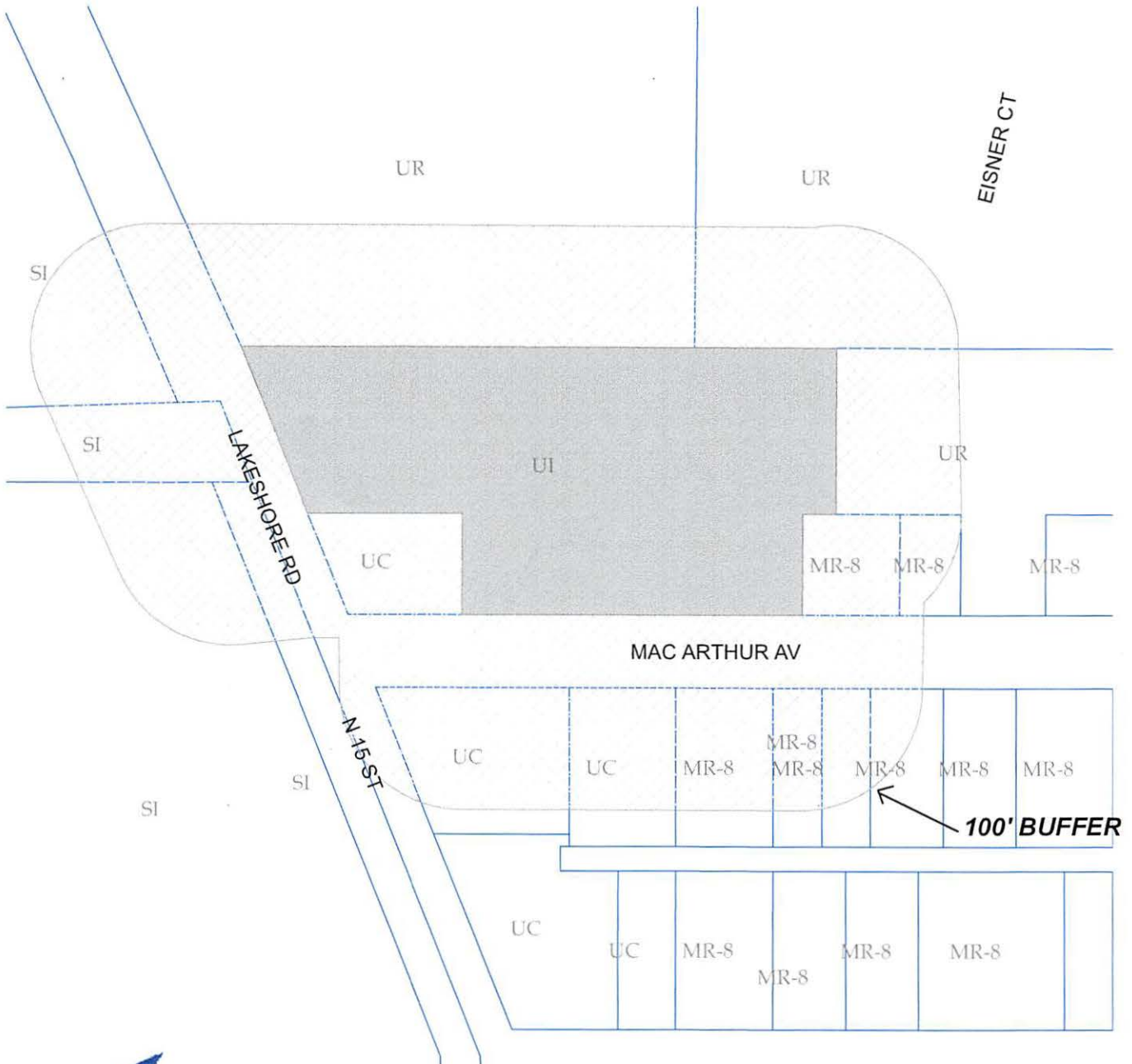
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL (UI) TO SUBURBAN INDUSTRIAL (SI)

SECTION 10, T. 15 N, R. 23 E

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT



II

3.3

R. O. No. 118 - 18 - 19. By CITY CLERK. September 17, 2018.

Submitting an application from Guske Electric Inc. for a change in the zoning classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI).

City Plan

City Clerk



9-11-2018

Attn: To Whom it may concern

In regards to the property located at 3411 Lakeshore Rd otherwise known as Guske Electric Inc. I am hereby requesting a change in the zoning classification from Urban Industrial to Suburban Industrial. I have a local business that is being displaced from their current location due to changes being pursued by their landlord and city plans for downtown development. A large portion of my building is being underutilized and I would like to pursue a long term lease with Wild Chiropractic. This would address both his need for a new location and my need to find a suitable tenant for the space and surrounding neighborhood. Under the current zoning classification this would not be possible but, with the change I am requesting it would allow a mixed use of my building for both light commercial and light industrial. From the standpoint of the appearance of our neighborhood and types of surrounding businesses, I feel that a professional service type tenant would be less impactful than an industrial type tenant.

The exterior of my building would not change in appearance other than replacing all the front windows that are approx 50 years old with new Low-E windows of same size in the existing framework. In the past year I have removed approx 40,000 sq ft of asphalt parking and would replace this with approx 6,000 sq ft of concrete parking for the tenant and green space for the remainder.

This chiropractor is a single doctor operation with an assistant and receptionist which would minimally impact traffic in the area. Any exterior signage would necessarily need to be pre-approved by the city prior to installing but as the owner of the building I would not allow tenant signage to exceed in size the existing Guske Electric signage (see attached photo).

Thank you for your time and consideration in reviewing my request.

Michael A Wiltzius
President,
Guske Electric Inc.

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

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, 606 North 6th 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: Michael A Wittzius PHONE NO.: (920) 377-0895
ADDRESS: 2004 Waverly Ct E-MAIL: mike@guskedelectric.com
OWNER OF SITE: Michael A Wittzius PHONE NO.: (920) 377-0895

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 3411 Lake Shore Rd
LEGAL DESCRIPTION: See attachment

PARCEL NO. _____ MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial
PROPOSED ZONING DISTRICT CLASSIFICATION: Suburban Industrial

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____
See Attached Letter on Guske Electric letterhead

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____
See Attached Letter on Guske Electric Letterhead

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? _____

Current Zoning Classification limits greatly the pool of potential tenants that would fit the neighborhood.

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: See Attached Letter on Guske Electric Letterhead

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 the Attached Letter on Guske Electric Letterhead.

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

The neighborhood is mostly residential and a quiet
type of business (chiropractor) would fit in more appropriately
than an industrial type of business.

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.

Michael A. Wiltzius
APPLICANT'S SIGNATURE

9-11-2018
DATE

Michael A. Wiltzius
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

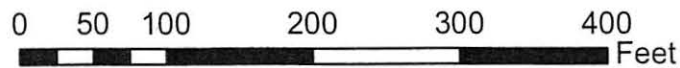
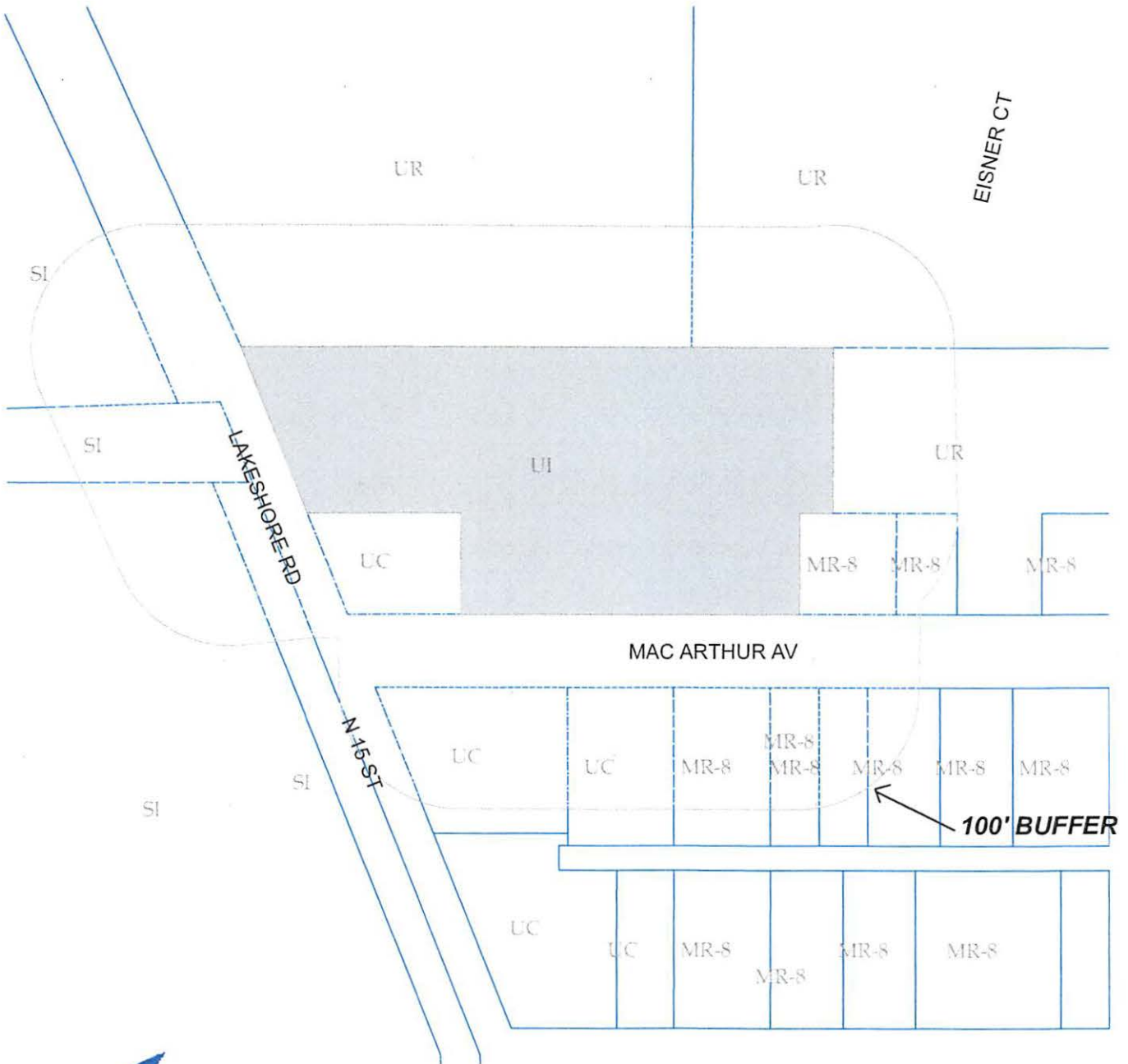
A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 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 ZONING CHANGE FROM URBAN INDUSTRIAL (UI) TO SUBURBAN INDUSTRIAL (SI)

SECTION 10, T. 15 N, R. 23 E

LAKE SHORE DIVISION LOTS 13, 14, 15, 16, 17, 18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT









Michael A. Wiltzius
President
Guske Electric, Inc.





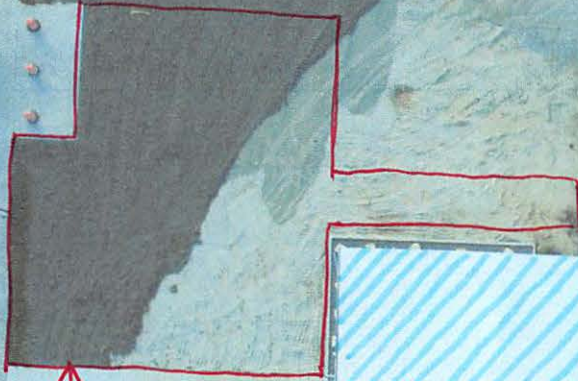




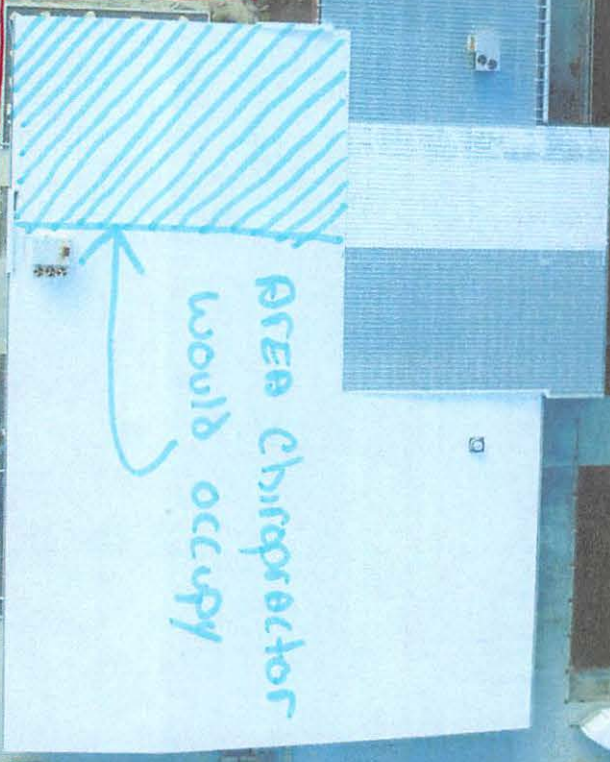
**CUSKE
ELECTRIC**
RESIDENTIAL
COMMERCIAL
INDUSTRIAL
ELECTRICAL
SERVICES
PH. 438-4386 CUSKEELECTRIC.COM



GREEN
SPACE



AREA OF
NEW
CONCRETE



AREA CHIROPRACTOR
WOULD OCCUPY



GREEN
SPACE

AREA OF
NEW CONCRETE

AREA CHIROPRACTOR
WOULD OCCUPY



CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 181448

License No: 0000

Date: 09/12/2018

Received By: MMD

Received From: GUSKE ELECTRIC

Memo: REZONE 3411 LAKESHORE RD

Method of Payment: \$200.00 Check No. 8706

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

VI

4.2

R. O. No. 123- 18 - 19. By CITY ADMINISTRATOR. October 1, 2018.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2019 and outstanding debt as of December 31, 2018 is submitted for your information.

Lapover

CITY ADMINISTRATOR

2019 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Estimated Fund Balance Dec. 31, 2018	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2019
General Fund	\$19,078,761	\$20,790,918	\$16,435,705	\$38,127,572	\$18,177,812
Special Revenue	1,348,773	7,606,480	2,509,321	10,206,766	1,257,808
Debt Service	17,375,830	5,613,720	3,421,889	15,849,086	10,562,353
Capital Improvements	7,789,986	20,555,689	892,025	26,086,958	3,150,742
Proprietary	83,038,389	34,644,901	511,547	37,465,551	80,729,286
Fiduciary	2,051,126	33,400	0	2,000	2,082,526
Total	\$130,682,865	\$89,245,108	\$23,770,487	\$127,737,933	\$115,960,527

**CITY OF SHEBOYGAN
OUTSTANDING DEBT AS OF DECEMBER 31, 2018**

Date of Issue	Date of Maturity	Outstanding Jan. 1, 2018	Issued 2018	Payments 2018	Outstanding Dec. 31, 2018
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GENERAL OBLIGATION BONDED DEBT

G.O. Corporate Bonds - 2007B	9/1/2007	10/2/2026	6,725,000		500,000	6,225,000
G.O. Refunding Bonds - 2010B	6/7/2010	4/1/2027	3,915,000		310,000	3,605,000
G.O. Refunding Bonds - 2015	8/4/2015	11/1/2018	800,000		800,000	0
G.O. Refunding Bonds - 2016C	8/25/2016	10/1/2022	2,220,000		535,000	1,685,000
G.O. Refunding Bonds - 2018 Taxable	12/5/2018	12/1/2038		3,655,000		3,655,000
G.O. Refunding Bonds - 2018 Exempt	12/5/2018	12/1/2038		5,100,000		5,100,000
Total General Obligation Bonded Debt			\$13,660,000	\$8,755,000	\$2,145,000	\$20,270,000

GENERAL OBLIGATION LONG TERM NOTES

DNR Seawall Loan	12/23/2002	12/15/2023	400,645		80,129	320,516
DNR Land Recycling Loan	4/14/2004	5/1/2023	238,936		39,823	199,113
G.O. Promissory Notes - 2010A	6/7/2010	4/1/2020	675,000		220,000	455,000
G.O. Promissory Notes - 2012A	5/10/2012	4/1/2022	2,450,000		470,000	1,980,000
G.O. Promissory Notes - 2015	8/4/2015	10/1/2024	2,375,000		310,000	2,065,000
G.O. Promissory Notes - 2016A	4/20/2016	10/1/2025	2,925,000		345,000	2,580,000
G.O. Promissory Notes - 2016B	4/20/2016	1/1/2025	6,760,000		1,145,000	5,615,000
G.O. Promissory Notes - 2017A	5/15/2017	4/1/2027	5,000,000		425,000	4,575,000
G.O. Promissory Notes - 2018	7/2/2018	12/1/2027		6,335,000		6,335,000
Total General Obligation Notes			\$20,824,581	\$6,335,000	\$3,034,952	\$24,124,629

MORTGAGE NOTES AND LOANS

SDC Mortgage Notes	1/16/1995		225,000			225,000
State Trust Fund Loan	9/12/2017	3/15/2022	400,000			400,000
TOTAL DEBT OUTSTANDING			\$35,109,581	\$15,090,000	\$5,179,952	\$45,019,629

II

Other Matters

R. O. No. - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

City Clerk

FERMENTED MALT BEVERAGE LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3362	Jay's	1710 Indiana Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2445	Advic, Haris	1917 S. 17 th Street
2454	Barthels, Jodi L.	130 Ashland Court, Sheboygan Falls
2460	Braaksma, Benjamin J.	1817 N. 3 rd Street
2466	Bubb, Matthew J.	4122 Oakdale Ct. Apt. F202
6937	Calvert, Catherine L.	1840 Geele Avenue
2464	Cichocki, Emily B.	2207 N. 9 th Street
2451	Drews, Shelly M.	2215 S. 7 th Street
2443	Dudenhoefer, Cheyenne L.	2341 Skyline Drive Apt. 3C
2457	Ferris, Matthew S.	2365 Woodland Hills Dr., Menasha
2458	Fogle, Tiffany L.	1537 N. 10 th Street
2455	Galicia Segur, Christian	1516 Michigan Avenue
1166	Gavin, Tiffany A.	2217 Terrace View Dr. #2C
0375	Gill, Harjinder S.	624 N. 7 th Street, Oostburg
0257	Hansen, Eric H.	517 N. 5 th Street
2441	Hattleli, Alexandra N.	1507 S. 8 th Street
2447	McCoy, Benjamin D.	2011 Indiana Avenue
2449	Rondeau, Jason M.	1314 N. 26 th Street Apt. 4
9721	Schuetz, Thomas F.	W6490 Aurora Road, Plymouth
2442	Seng, Jordan R.	112 Kentucky Avenue
2439	Timm, Josie E.	437 Woodhaven Court
2461	Wilken, Brittany L.	1028 Grand Avenue

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9790	Butts, Constance B.	729 Kentucky Avenue
1049	Chavez, Moises Jr.	2407 N. 10 th Street
9660	Johnson, Charleen M.	1424 S. 9 th Street
2444	Oakley, Jamey S.	1728A N. 3 rd Street
0952	Pineda, Berta	4415 Primrose Court Apt. R202

AAPS